

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



MARCIA G. CARTY, CPA, CGFO
INTERIM CITY MANAGER
FINANCE DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
December 12, 2024 at 6:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance led by Commissioner McCaskill
- c. Roll Call

2. APPROVAL OF MINUTES

- a. November 14, 2024

3. PUBLIC RECOGNITION/PRESENTATIONS

- a. PRESENTATION - Jenkins Community Center "Newtown Museum and Cultural Center of Palatka"
- b. IN THE SPOTLIGHT - Employee of the Month
- c. PRESENTATION - Police Department

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. UPDATE - City Manager Search
- b. UPDATE - Airport Land Swap
- c. UPDATE - Former Employee Investigation
- d. UPDATE - Team Building

5. PUBLIC COMMENTS

- a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)
- b. **Commission and Staff Response**

6. CONSENT AGENDA

- a. ACCEPTANCE of the resignation of Caitlin Owens from the Planning Board
- b. REAPPOINT - Ed Killebrew and Earl Wallace to the Planning Board for 3-year terms
- c. RATIFICATION of Putnam County's appointment of County Commissioner Walton Pellicer to the CRA governing board
- d. ADOPT RESOLUTION 2024-R-256 revising Appendix 11 (Break Policy) of the Personnel Policy

- e. ADOPT RESOLUTION 2024-R-257 revising Section 11 (Termination Policy) of the Personnel Policy
- f. ADOPT RESOLUTION 2024-R-246 authorizing the submission of the SJRWMD Fee Reduction Application Form for Permit Applications
- g. ADOPT RESOLUTION 2024-R-247 authorizing the execution of Change Order No. 1 with Halifax Paving, Inc. for the Palatka Airport West Taxi Lane & Fueling Apron Project (reduction in the amount of \$16,302)
- h. ADOPT RESOLUTION 2024-R-248 approving a shortlist of firms for RFQ 2024-07 Continuing Engineering, Architecture, and Landscape Architecture Services and Authorizing Contracting Actions and authorizing contract execution
- i. ADOPT RESOLUTION 2024-R-254 authorizing an extension to pay the reduced code enforcement lien (604 Bronson Street)
- j. ADOPT RESOLUTION 2024-R-249 granting a special events permit to Fishing with Jim Austin Tournament Trail February 14 - 15, 2025 at the Palatka Riverfront
- k. ADOPT RESOLUTION 2024-R-250 granting a special events permit to Fishers of Men National Tournament Trail Florida North Division for Fishers of Men Florida North Team Trail 2025 Bass Fishing Tournament January 18, 2025 at the City Docks
- l. ADOPT RESOLUTION 2024-R-251 authorizing execution of FEMA Subaward Agreement Z4854 for DR 4828 Hurricane Helene for reimbursement to the City for FEMA obligated Hurricane expenses for debris removal and emergency protective measures in an estimated amount \$358,269.46
- m. ADOPT RESOLUTION 2024-R-252 authorizing execution of FEMA Subaward Agreement Z4902 for DR 4834 Hurricane Milton for reimbursement to the City for FEMA obligated Hurricane expenses (unknown amount)
- n. ADOPT RESOLUTION 2024-R-253 authorizing the award of a contract for engineering services with North Florida Professional Services for the City of Palatka Safe Streets Action Plan Initiative
- o. ADOPT RESOLUTION 2024-R-255 authorizing the Award of ITB 2024-24 and the execution of a Contract with ER Rooter, Inc. in an amount not to exceed \$135,270 for the Construction of the Hank Bryan Park Restrooms
- p. ADOPT RESOLUTION 2024-R-262 authorizing the single/sole source purchase with Power & Pumps for parts and equipment for lift station #29 (Winn-Dixie) to address capacity needs in an amount not to exceed \$40,510.51 using FY 24-25 capital funds
- q. ADOPT RESOLUTION 2024-R-260 approve settlement in City of Palatka v. Khrobostova, 314 Emmett St.
- r. ADOPT RESOLUTION 2024-R-259 - Release of Lien for 518 N. 10th Street, Palatka (Rachel Douglas-Jones)

7. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. REPORT Supervisor of Elections - Official Election Results
- c. DISCUSSION/DIRECTION - American Rescue Plan Act (ARPA) funds
 - i) Putnam County Caring Coalition, Inc. request for funding to maintain public toilets and staff temporary space
- d. DISCUSSION/DIRECTION - Re: Interim City Manager
- e. REQUEST - Episcopal Children's Services request for \$3,000 for grant match for school readiness program.

- f. REQUEST - Blue Crab Productions' request for sponsorship for New Year's Celebration, December 31, 2024
RESOLUTION 2024-R-261
- g. DISCUSSION/DIRECTION - Lease Agreements at Jenkins Community Center

8. PUBLIC HEARINGS

- a. ORDINANCE 2024-15 establishing the McLaury Cove Townhome Community Planned Unit Development Parcel Nos.:10-10-26-0000-0130-0010; 10-10-26-0000-0200-0060 (first reading)
- b. ORDINANCE 2024-16 rezoning 110 South State Rd. 19 Rezone from General Commercial (C-1) to Intensive Commercial (C-2) Parcel No.:11-10-26-0000-0143-0020 Applicant: Pellicer Trust (first reading)

9. COMMISSIONER COMMENTS

10. ADJOURN

Upcoming Events	Board Vacancies
January 1, 2025 City Offices Closed - New Year's Day	Historic Preservation Board - 1 vacancy
January 6, 2025 Palatka City Commission Meeting 7:30 PM (Inauguration)	Zoning Board of Appeals - 3 vacancies
January 9, 2025 Palatka City Commission Meeting 6:00 PM	Police Officers' Pension Board - 1 vacancy
January 17, 2025 Arbor Day	Putnam County Library Board - 1 City appointment vacancy
January 20, 2025 City Offices Closed - Martin Luther King Jr. Day	Putnam County Better Place Plan Oversight Committee - 1 City appointment
January 23, 2025 Palatka City Commission Meeting 6:00 PM	Palatka Gas Authority 2 in January 2025
	Firefighters Pension Board 1 in January 2025

November 14, 2024

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Clerk is seeking approval of the proposed November 14th meeting Minutes.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve as read.

ATTACHMENTS

1.	2024.11.14
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**MINUTES
CITY OF PALATKA
November 14, 2024**

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Thursday, November 14, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER at 6:03 PM

a. Invocation

led by Chaplain Mulberry

b. Pledge of Allegiance

led by Commissioner Campbell

c. Roll Call

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also present: Marcia Carty, Interim City Manager/Finance Director; Jane West, City Attorney; Sunni Krantz, City Clerk; Virginia Jones, HR Manager; Joe Verrechio, Interim Public Works; Amanda Hayes, Assistant City Clerk; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Blaine Snyder, Police Officer; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Terrill Hill, former Mayor; Alonzo Mulberry, City Chaplain (via telecommunications technology); Andrew Holesko, Passero & Associates; Sam Deputy; Annie Henderson Davis (Commissioner-Elect); Pamela Henderson Brown; Lalita Thomas; Meri Rees; John Robinson; Marc Hewes; Berniece Johnson; Troy Bell; Marcia Lane; Cheryl Roach; Audrey Wise; Dave Oyster; Junior Daniels; Troy Bell; Shelley Schneckner; David Miner; Henry Montgomery; Tavarence Clark; Sam Deputy; Beverly Canty; Sarah Cavacini, Palatka Daily News; Teresa Jackson; Josh Alexander; Autumn Martinage; Margareuite Ellington

2. APPROVAL OF MINUTES

Motion to approve A-E by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

a. June 11, 2024 Executive Session

- b. July 16, 2024 Executive Session
- c. August 27, 2024 Executive Session
- d. October 14, 2024 Special Called Meeting
- e. October 24, 2024 Regular Meeting

3. PUBLIC RECOGNITION/PRESENTATIONS

- a. RECOGNITION - Lucy F. Hutcherson - 100th birthday December 18, 2024

The City Commission congratulated Ms. Hutcherson on her upcoming 100th birthday and on joining the "centenarian club" .

- b. PROCLAMATION - Recognition of the Rotary International and the Interact Club's service to the community during World Interact Week November 4 - 10, 2024

Motion to approve by Commissioner McCaskill. Seconded by Commissioner Campbell. The Motion Passed unanimously.

The Proclamation was accepted by Maddie Hodge, President of Palatka Jr/Sr High School Interact Club and Dr. Yvette Jones member of the Rotary Club.

- c. IN THE SPOTLIGHT - Employee of the Month

Mrs. Jones recognized Joe Verrechio, Interim Public Works Director, as the Employee of the Month of November. Ms. Turbeville spoke on the leadership qualities of Mr. Verrechio and his ability to progress projects efficiently.

- d. RECOGNITION - City's employees - U.S. Military Veterans

The City of Palatka thanked the U.S. Military Veterans who are members of the City Staff.

Commissioner Borom asked to have a plaque on the wall that would recognize our military veterans that ever worked with the City.

- e. RECOGNITION - Palatka Fire Department B-Shift personnel, Captain Kenny Reed and Firefighter Lauren Futch deployment to Dixie County after catastrophic hurricane damage

Deputy Chief Branford recognized Cpt. Reed and Firefighter Futch for their response to catastrophic hurricane damage in Dixie County.

- f. PRESENTATION - Florida Department of Transportation closing of "Short" Crill Avenue

Justin Garland and Meg Ross of the Florida Department of Transportation spoke regarding the State Road 20 concept to eliminate access from Crill Ave and from Morris Street. This project is paired with the U.S. 17 road resurfacing job, which is scheduled to go to construction in September 2025 and construction around Winter 2025. Mr. Garland advised the design plans are presently at 60%.

Commissioner Borom advised on Crill Avenue heading west to State Road 19 South, there are some suicide lanes that have had traffic near misses. He also asked FDOT to revisit Reid Street between 9th Street to the

Riverfront.

g. PRESENTATION - Policy Updates

Ms. Jones advised the current break policy is vague and the proposed policy would provide clarity. Commissioner Jones asked to include the consequences of breaking the policy in the policy. She also provided proposed language in addition to the resignation policy concerning an exit interview.

h. PRESENTATION - New Hires

Ms. Jones provided the new hire presentation. She also recognized Ms. Hayes who started employment after the presentation was posted.

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

a. PRESENTATION - American Rescue Plan Act funding (ARPA)

Ms. Carty outlined the present spending and encumbrances of the funds from the American Rescue Plan Act. Everything on the report is allowed by ARPA. Ms. Carty advised the Affordable Housing applications and funding are progressing. Mr. Dominguez advised the program has a list of 35 people already. After they go through the list, they will perform an evaluation of which homes to repair. The qualifications include to own the house, the house must be subject to code violations, and there is an income level requirement. Ms. Carty advised if citizens desire to get on the list they can contact the Grants Department, who will provide their contact information to St. Johns Housing Partnership, Mr. Lazar.

Commissioner Borom asked to put the process on the City's website.

b. UPDATE - Airport Land Swap

Ms. West and Mr. Holesko outlined the presentation. Mr. Holesko advised we are involved with the FAA to release certain land. The piece of land that we are talking about is relatively undeveloped where there is not much happening in the Southwest quadrant of the Airport. The airport used to have 4 runways, 2 of these were decommissioned and have not been active in decades.

Mr. Holesko continued, the City proposed to build a Public Works facility and the FAA granted the release. After that, the City looked at other areas to build a Public Works facility. The City looked into giving up the airport land in yellow and getting the land in blue. Ms. West advised the area in teal could become aeronautical, the area in yellow is non-aeronautical. The City bought the area in orange from the Airport. Since the City decided to not put the Public Works facility on the area in orange, the City has not returned it to the airport. The City purchased the area in dark blue including the buildings (the dark blue sale is complete) and Mr. Nations purchases the land in the yellow and he swaps the light blue area to the Airport. We do not have the approval from the FAA for the second/final transaction (the yellow, dark blue, and light blue) as the FAA desires to concur that all fair market value is consistent with the documents. The present extension to the contract with Mr. Nations is through March 15, 2025.

Mr. McNair advised this was a non-aeronautical driven project. He advised the blue area is adjacent to current airport owned property and the additional 12 acres could possibly support some corporate hangar development. The non-aeronautical yellow property used to belong to the airport and then was put into disservice and the airport is not looking to develop it.

Commissioner Campbell expressed concern that members of the Airport Advisory Board have approached him with their concerns regarding this project. Commissioner Borom expressed concerns. Ms. West advised

this matter has been fully discussed with the Airport Advisory Board.

Commissioner Campbell asked for the advice of the Airport Advisory Board. Commissioners Borom, Campbell and McCaskill recommended a joint workshop with the Airport Advisory Board.

c. UPDATES - Interim City Manager verbal reports

Ms. Carty provided various updates. On the project to verify whether there is lead on either the City's side of water lines or the consumers, the City has checked 2,200 water meters in 2 weeks. Ms. Carty spoke regarding the Commission's addition of "accountability" to our mission statement at the last City Commission meeting. Speed bumps have been added to Geary Street. Regarding the retaining wall on River Street, we believe a survey is needed regarding the River Wall, however there is a survey that shows the City owns the River wall. Former employee investigations are ongoing, one to be complete next week.

City employees are holding a team building event at Jenkins at 10:00 AM with a luncheon provided at noon. Ms. Carty advised she will follow up on where we are to have a facilitator facilitate a team building session (not the provider previously used).

Ms. Carty advised that our new communications e-mail method is able to reach 4,800 citizens.

d. Update - City Manager Search

Ms. Jones provided an update on the search for a permanent City Manager. She desires to have a contact for advice. Mr. Jim Hanson is willing and has provided advice to Human Resources. He recommended putting an advertisement in the ICMA brochure. She advised ads in the proposed avenues will run until December 31st. Commissioner Jones and McCaskill advocated for posting the position in regional newspapers and LinkedIn.

5. PUBLIC COMMENTS

a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment:

Troy Bell, Palatka, FL - spoke regarding trust, his devotion to the community and public service.

Shelley Schneckner, East Palatka, FL - spoke regarding the former City Manager's renewal of the Blue Crab Festival contract

David Miner, Palatka, FL - spoke regarding the need for a qualified City Manager, advocate for the taxpayers, and regarding grants he applied for.

Henry Montgomery, owner of the Bait Shop downtown, spoke regarding the safety and cleanliness of the Riverfront Park. He also asked to know when fishing tournaments will be at the Riverfront Park.

Tavarence Clark, Palatka, FL - alleged a Business Tax Receipt was granted to a business illegally and his Business Tax Receipt was expunged. He advised he had a fire inspection 60 days after the City says he went out of business. He called for the resignation of the Commissioners.

Constance Daniels, Palatka, FL - advised the Veterans of the community want tangible, visible participation from the community and Commission. She asked the Commission have a float in future parades and attendance at the Veterans Ceremony.

Sam Deputy, Palatka, FL - spoke regarding the Commission's participation and funding of Boo on the Avenue. He thanked the Mayor for her help in last year's Christmas Parade.

Beverly Canty, Palatka, FL - as a representative of Palatka Christian Service Center/Heart of Putnam advised they are requesting to be considered to receive \$30,000 from funding for the American Rescue Plan Act for various services to help the community.

Lalita Thomas, Palatka, FL - spoke regarding the Family Life Center that has an indoor junior Olympic-sized

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pool, a basketball gym, and skating area and requested they receive support to be able to continue to offer services. . They are planning a Night to Shine on February 7th.

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - advised the former City Manager can sue the Palatka Daily News if he accuses them of libel. She spoke in support of the Heart of Putnam and asked if Family Life Center is still under contract with Colin Bingham and Beck Sloan Properties concerning their pool.

b. Commission and Staff Response

The Mayor asked the request for ARPA funding from the Heart of Putnam be provided to the City Manager.

Commissioners Borom and Campbell advised this was the first year they were unable to attend the Veterans Day parade. They asked that if organizers would like to participate in functions, to ask prior to the event. Mayor Correa advised she attended the Veterans ceremony.

Commissioner Jones advised Mr. Cutwright is our Community Affairs Director and asked that he notify the Bait Shop of known tournaments. Mr. Cutwright advised sometimes there are pop up fishing tournaments of about 20 boats (with nothing on the City property) that we do not have prior notice of. Ms. Carty advised we can begin to post special events on our website and allow folks to contribute.

6. CONSENT AGENDA Commissioner Campbell asked to discuss item S, and Commissioner Borom item K. Motion to accept A - U except K and S by Commissioner McCaskill. Seconded by Commissioner Borom. The Motion Passed unanimously.

- a. ADOPT RESOLUTION 2024-R-227 ratifying the Community Redevelopment Agency's recommendation of renewing the Memorandum of Understanding with the Small Business Development Center
- b. ACCEPTANCE of the resignation of Arthur Leary of the Firefighters Pension Board
- c. ADOPT RESOLUTION 2024-R-234 authorizing the execution of an extension to Svein Bakken's Building Improvement Grant as recommended by the Community Redevelopment Agency during its October 14, 2024 meeting
- d. ADOPT RESOLUTION 2024-R-228 authorizing the execution of a 1-year renewal agreement with Becker & Poliakoff, PA for lobbyist services in an amount of \$60,000.
- e. ADOPT RESOLUTION 2024-R-237 authorizing the purchase of two vehicles for Public Works from Beck Auto Sales (total cost: \$128,678.91, budgeted in the FY 2024-25 budget)
- f. ADOPT RESOLUTION 2024-R-229 rejecting all bids for Invitation to Bid (ITB) 2024-08 Palatka City Hall Renovation project
- g. ADOPT RESOLUTION 2024-R-232 awarding ITB 2024-20 and execution of a contract for the Lift Station 16 Improvements project to Ferreira Construction Company in amount not to exceed \$1,686,680. (\$340,196 grant funded with remaining budgeted with City funds in FY 24-25)

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- h. ADOPT RESOLUTION 2024-R-235 authorizing a FY 2024-25 budget amendment for the use of evidence funds
- i. ADOPT RESOLUTION 2024-R-236 authorizing a FY 2024-25 budget amendment for Justice Assistance Grant D funding in the amount of \$6,275
- j. ADOPT RESOLUTION 2024-R-233 authorizing the purchase of 10 police vehicles and equipment in a not-to-exceed amount of \$603,000 (\$250,000 of the amount is grant-funded)
- k. ADOPT RESOLUTION 2024-R-240 authorizing a FY 2024-25 budget transfer to accommodate the donation to the Animal Rescue Consortium (ARK) for a mobile animal clinic in the amount of \$10,000 utilizing ARPA funding

RESOLUTION NO. 2024-R-240 A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING A DONATION TO ANIMAL RESCUE CONSORTIUM; AUTHORIZING A FY 2024-25 BUDGET TRANSFER; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

Virginia Delgado Oakwood advised the County has awarded funds for the program.

Commissioner Borom asked Staff take the funding from Animal Control not ARPA

Motion to approve with the correction of the general ledger line item by Commissioner Borom. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

- l. ADOPT RESOLUTION 2024-R-242 - authorizing approval of a settlement concerning 424 Emmett Street in City of Palatka v. Maria Corporation of Seminole, Inc.
- m. ADOPT RESOLUTION 2024-R-243 - authorizing a reduction of the lien on 411 Laurel Street
- n. ADOPT RESOLUTION 2024-R-244 authorizing a Special Events Permit to DPI, Inc. and DPE, Inc. for the Palatka Christmas Parade to be held November 29, 2024
- o. ADOPT RESOLUTION 2024-R-215 granting a special events permit to Bread of Life for Beck 5-K Run to be held on December 7, 2024
- p. ADOPT RESOLUTION 2024-R-245 granting a special events permit to Southside Historical Neighborhood Association for the Palatka Porch Music Fest to be held on December 7, 2024
- q. ADOPT RESOLUTION 2024-R-216 granting a special events permit to Sunshine State Bass Nation Tournament Series, Inc for Florida B.A.S.S. Nation Junior /High School Fall & North Regional qualifiers to be held on December 14 - 15, 2024

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- r. ADOPT RESOLUTION 2024-R-194 granting a special events permit to City of Palatka Community Affairs for Jingle Jam to be held on December 21, 2024
- s. ADOPT RESOLUTION 2024-R-217 granting a special events permit to Blue Crab Productions for Old Years Day to be held December 31, 2024

RESOLUTION NO. 2024-R-217 A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO BLUE CRAB PRODUCTIONS FOR OLD YEARS DAY; SETTING FORTH THE PROVISIONS OF THE PERMIT; AND GRANTING PERMISSION FOR ROAD CLOSURES; AND PROVIDING FOR SCRIVENER'S ERRORS

The applicant, Erin Hewes, addressed the Commission regarding this new event which will include a drone light show. This will be a family-friendly event including a balloon drop at a respectable hour. Later, she will present a public-private partnership opportunity for the event.

Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

- t. ADOPT RESOLUTION 2024-R-231 granting a special events permit to The Putnam County Chamber of Commerce for Bassmaster Elite Series Tournament and the 76th Azalea Festival (Anglers and Azaleas) to be set up and held on February 16–23, 2025
- u. ADOPT RESOLUTION 2024-R-238 authorizing the emergency purchase of an Aeration Tower for the Water Treatment Plant in an amount not to exceed \$45,532.60 (to be funded by the Water Treatment Plant Capital Outlay budget)

7. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. ADOPT RESOLUTION 2024-R-206 authorizing the City's Youth Ambassadors to host a canned food drive as its community service project for 2024-25

The City's Youth Ambassadors (Keilan McGinnis, Rhyann Elise Chandler, Annabelle Lamb, and Ralia Philips) have selected a food drive as this year's Community Services Project. Each month they will be collecting the food item of the month for Feed the Need. They will have drop off locations at the City's facilities.

Commissioner Borom offered the City's marketing services for the effort.

Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

- c. ADOPT RESOLUTION 2024-R-194 authorizing the designation of the Live Oak at Riverfront Park as a Liberty Tree to mark the 250th anniversary of the American Revolution - requestors: St. Augustine Chapter of the Sons of the American Revolution and the William Bartram Chapter of the Daughters of the American Revolution

RESOLUTION 2024-R-194 A RESOLUTION OF THE CITY OF PALATKA, AUTHORIZING THE DEDICATION OF A LIBERTY TREE AND STONE MEMORIAL AT JAMES C. GODWIN RIVERFRONT PARK, AND PROVIDING FOR SCRIVENER'S ERRORS

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Meri Rees, along with members of the Sons of the American Revolution and Daughters of the American Revolution, including Deborah Eckhardt, John Robinson, Harry Manford, and Allegra Kitchens, spoke regarding the original Liberty Tree in Philadelphia. Now, there is a 250th year initiative to designate Liberty Trees across the country. There is a tree at the Riverfront Park they would like the City to designate as a Liberty Tree. They are not proposing any cost to the City.

Commissioner Borom advised the City had declined a different monument at the Riverfront and asked regarding the precedent it would set.

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - spoke in support of the designation of the tree.

Hearing no further requests to comment, the floor was closed to public comment.

Motion to approve the stone by Commissioner Jones. Seconded by Commissioner Borom. The Motion Failed unanimously.

- d. ADOPT RESOLUTION 2024-R-241 authorizing the execution of a union agreement with the Police Benevolent Association

RESOLUTION NO. 2024-R-241 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A UNION AGREEMENT WITH THE POLICE BENEVOLENT ASSOCIATION; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

Mr. Greg Forhan, Esq. representing the Police Benevolent Association was present and thanked the Commission.

- e. ADOPT Commission Calendar for 2025

The Clerk highlighted the proposed calendar for 2025, which sets the dates of the City Commission meetings and budget workshops for calendar year 2025. The second meeting in February is proposed to be canceled along with the first meeting of the month in the summer months and the second meeting of the month in the winter holiday months.

Motion to approve by Commissioner Campbell. Seconded by Commissioner Jones. The Motion Passed unanimously.

- f. ADOPT RESOLUTION 2024-R-239 authorizing the execution of an employment agreement with Terrill L. Hill as Interim City Manager

RESOLUTION NO. 2024-R-239 A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A TEMPORARY EMPLOYMENT AGREEMENT WITH TERRILL HILL AS INTERIM CITY MANAGER OF THE CITY OF PALATKA; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Ms. Jones addressed the Commission. The Commission approved the appointment of Mr. Hill as Interim City Manager on October 24, 2024. Ms. Jones advised the final version of the contract is before the Commission. The proposed contract reflects a term of Nov. 24 - Feb. 2025 and she recommended salary should not

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exceed \$102,000 - 135,488 (\$5,211 biweekly). Mr. Hill has asked for a term of 12 months and \$7,500 bi-weekly (\$15,000 per month). Ms. Carty advised there is a precedent contract of \$84,000 from 5 years ago. In today's economy that would be \$102,000.

The floor was opened to public comment.

Dave Oyster, Palatka, FL - spoke in opposition to paying \$187,000 as the salary of the Interim City Manager.

Mary Longkey (sp?) 220 Madison St., Palatka, FL 32177 - read a letter from Linda Crider concerning the amount of financial stability and the impacts of that salary.

Vicki Duke, Palatka, FL - asked if Mr. Hill is willing to work for the Commission and called for a 90-day probation and to be treated as a new hire.

Commission discussion commenced. Commissioner McCaskill expressed concern she was not involved in the creation of a salary recommendation.

Motion to table by Commissioner McCaskill. Seconded by Commissioner Jones. The Motion Passed unanimously.

Terrill Hill, 805 St. Johns Ave., Palatka, FL 32177 - advised he has received 3 different contracts from City Staff. He advised he gave the number \$15,000 to commence negotiations. He advised as a temporary employee he would not have pension or benefits. The former City Manager, Mr. Bell's total package (including benefits) was \$230,000 - \$240,000. Presently, the City's highest paid employee has a \$240,000 impact (with benefits) on the budget. He advised he has had a great experience working with Staff however it is unfair to Staff to allow them to negotiate a salary of their supervisor. He spoke regarding the Commission in past years to appoint a Commission liaison to negotiate with the new hire.

Commission discussion continued. Commissioner Jones recommended each Commissioner provide a range they feel acceptable to the Interim City Manager. Mayor Correa recommended the Commission provide information to HR. Commissioner Jones asked that when Staff pushes out information, it is provided to the entire Commission. Discussion commenced regarding the length of the contract. Mayor Correa suggested 6 months for the term of a temporary contract.

Ms. Carty recommended creating an average based upon the input of the Commission. She asked for the salary range and the length the Commission would like the contract to be. Mayor Correa asked the Commission to share the information in the next couple weeks in order to prepare for the December commission meeting. Commissioner Jones asked the Commission to submit the information to HR by Monday. Human Resources will then summarize the information and provide it to the Commission by Wednesday.

Commissioner Campbell asked that Commissioner Jones serve as the liaison to Human Resources.

- g. DISCUSSION/DIRECTION for the funding of the demolition of 1122 Bronson Street (Old Best Packers)

Ms. West spoke regarding the appearance of the building at 1122 Bronson Street, owned by John Kastner. Sometimes up to 100 homeless persons live in the facility. We have a Court-ordered Summary Abatement to move forward with demolition. There is a contractor that is qualified to handle demolition of this kind. There is lead and asbestos and some air pollution quality containment that needs to occur during the demolition process, which will take one month. The quote to demolish the 3 structures is \$374,000. The code

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enforcement liens will not come close to covering this cost. She advised Mr. Kastner's attorney is unresponsive to her.

Ms. West also spoke regarding a foreclosure judgment that was obtained on the property owner's other property, "John's Metals", that the owner paid in full.

Several members of Staff addressed the Commission: Chief Shaw advised this building is a public safety nightmare (including fires that occur on site). While, the Police Department has attempted to secure the property, it is impossible to secure. He advised if we were to weld the building shut, the City would take on the liability of what happens on site. Deputy Fire Chief Branford advised there are so many requirements to burn an acquired structure, they would never make this facility safe enough to use for a fire training site. Ms. Carty advised there is \$200,000 in ARPA line for removal of blight/purchase of vacant property/abatement.

Commission discussion commenced. Commissioner Jones recommended using ARPA for multiple sites and recommended continuing abatement action for fines and liens. Mayor Correa spoke regarding the safety hazard that this site poses.

Ms. West asked if Staff can put this out to bid for estimates on demolishing the structure, and indicated this would not occur before winter.

The amount of money we would spend to demolish the structure could become a lien on the property. Commissioners Borom and McCaskill responded they are okay with soliciting bids. Commissioner Campbell asked to lessen the normal 30-day window for bids. Ms. West will ask the contractor if the company that provided the quote will keep their bid open. Commissioner Borom asked if Staff can communicate with the owner and see if we are able to turn the structures into a homeless shelter.

8. PUBLIC HEARINGS

a. ADOPT RESOLUTION 2024-R-230 approving the Palatka Mall Final Plat (400 N. SR 19)

RESOLUTION NO. 2024-R-230 A RESOLUTION OF THE CITY OF PALATKA, AUTHORIZING ACCEPTANCE OF THE FINAL PLAT FOR SUBDIVISION OF THE PALATKA MALL PROPERTY, 400 N. S.R. 19, PALATKA, FLORIDA, PARCEL NO. 02-10-26-0000-1260-0000, AUTHORIZING ALL REQUIRED SIGNATURES ON BEHALF OF THE CITY OF PALATKA; AND PROVIDING FOR SCRIVENER'S ERRORS

Mr. Aghemo advised on August 6th the Planning Board approved the final plat with conditions. The applicant has satisfied those conditions.

The final plat has been reviewed by a third party surveyor selected by the City who has no concerns with the plat. Staff recommends approval

Autumn Martinage, DCCM, St. Augustine, spoke representing the applicant - the owner is attempting to plat three new parcels. She provided a presentation. The property owner's goal is to subdivide and market to potential buyers.

The floor was opened to public hearing. Hearing no requests to comment, the floor was closed to public hearing.

Motion to approve by Commissioner Campbell. Seconded by Commissioner Jones. The Motion Passed unanimously.

MINUTES
Palatka City Commission
November 14, 2024

9. COMMISSIONER COMMENTS

Commissioner Campbell thanked Commissioner Borom for hosting a Town Hall meeting on Tuesday. He would like a Question and Answer summary be posted on our website.

Commissioner McCaskill congratulated Commissioner Jones on his reelection and to Ms. Davis on her election.

10. ADJOURN

Motion to adjourn at 9:29 PM by Commissioner Campbell.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

NOTICES: PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

MINUTES
Palatka City Commission
November 14, 2024

PRESENTATION - Jenkins Community Center "Newtown Museum and Cultural Center of Palatka"

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Please see the attached request to provide status update of a Black History Museum.

BACKGROUND

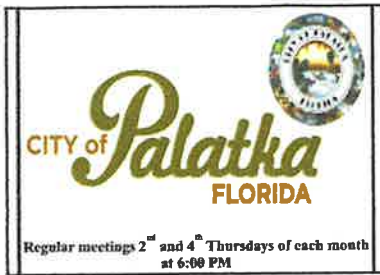
PROJECT ANALYSIS

Staff Recommendation

Informational

ATTACHMENTS

1.	2024.12.12 Jenkins Request
----	----------------------------



REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (clerk@palatka-fl.gov). Please note that without adequate supporting documentation or information, the City Manager may not approve your request and/or the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation request:

Jenkins Community Ctr. or
"NEW TOWN MUSEUM & CULTURAL
CENTER OF PALATKA"

Address: 1900 NAPOLEON ST. Palatka, FL e-mail

Daytime Phone: 908 783-7214 **Other ph.** **Fax**

***Requested meeting date:** 12-12-24

Request for Commission Action; OR Presentation Only; no action required

Subject Matter you wish to address: Informing City Council
of the current status of the Advisory
Committee with our voice and vision of our
community to turn our dream of a Black
History Museum into a reality.

CHAIRPERSON Audrey Wise Davis
Presenter: TERRILL HILL Esq.

MSZ
12/13/24



REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

1. I, _____, of the City of Philadelphia, do hereby request that the following item be placed on the agenda of the City Commission for the month of _____, 20____.

2. The item to be placed on the agenda is: _____

3. I am requesting that the City Commission take action on this item at its meeting on _____, 20____.

4. I am requesting that the City Commission take the following action on this item: _____

5. I am requesting that the City Commission take the following action on this item: _____

6. I am requesting that the City Commission take the following action on this item: _____

7. I am requesting that the City Commission take the following action on this item: _____

8. I am requesting that the City Commission take the following action on this item: _____

9. I am requesting that the City Commission take the following action on this item: _____

10. I am requesting that the City Commission take the following action on this item: _____

Name of Individual, Organization and/or Group making
Presentation
Address
City
State
Zip

Phone
Fax

Requester's Title
Position

Requester's Email Address
Requester's Phone Number

Is this item for the City of Philadelphia?
Subject matter you wish to address.

(attach additional sheet

if necessary)

Commission Action Requested, if any: _____

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS

201 N. 2nd STREET ▪ PALATKA, FLORIDA ▪ 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

Rev. 2024.10.07

(b)(7)(D), (b)(7)(F)

(b)(7)(D), (b)(7)(F)

Commission Action Requested, if any.

Comments

201 N. 2nd Street, Suite 200, Fort Lauderdale, FL 33301
Phone: 352-350-1100
Fax: 352-350-0100
www.fortlaud.com

PRESENTATION - Police Department

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find a presentation from the Police Department.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Informational.

ATTACHMENTS

1.	Police Department - Commission Report - December 2024
----	---

Police Department

December 2024 Commission
Report





Items covered

- Crime Stats
- New Pilot Program – “We Record”
- Community Service for FY23/24
- Building Updates

NIBRS Crime Stats Jan-Sept

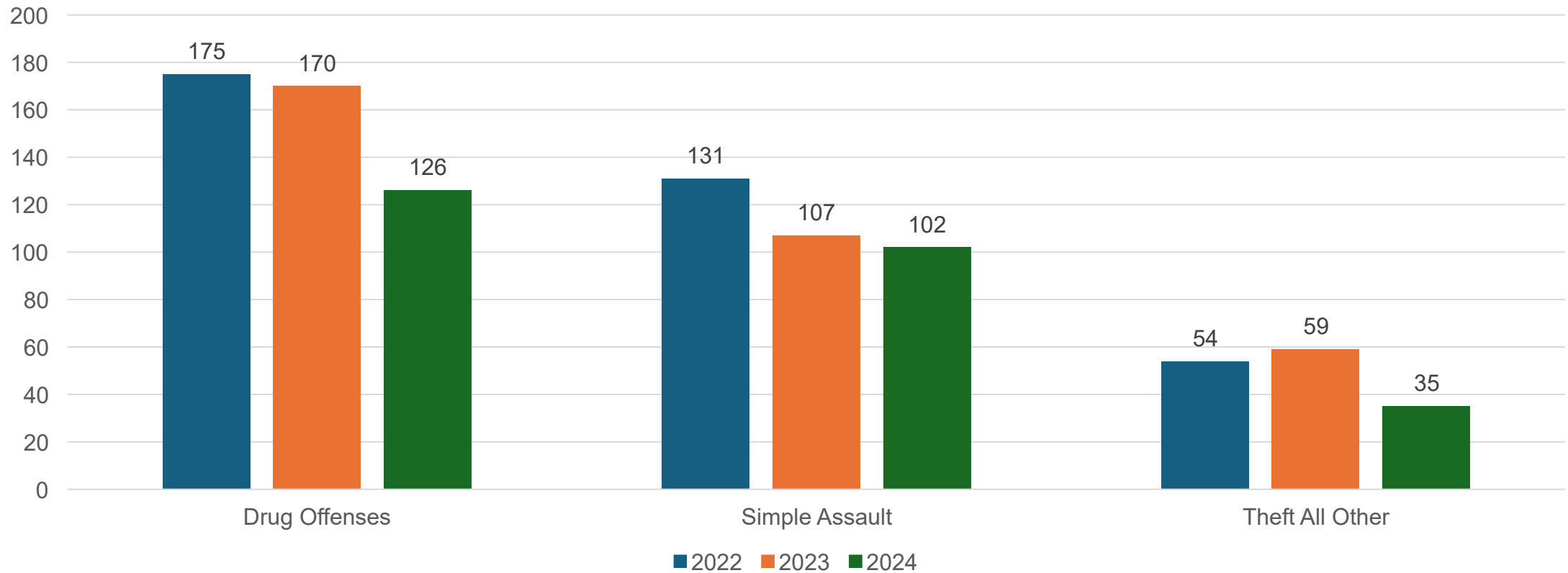
Classification of Offenses	2022	2023	2024	Difference 23/24
Homicide	1	2	0	
Sex Offenses	1	3	2	
Aggravated Assault	51	41	30	
Animal Cruelty	4	2	0	
Burglary	14	14	13	
Counterfeiting/Forgery	1	6	4	
Destruction/Damage/Vandalism	11	10	15	
Drug Offenses	175	170	126	
Fraud	28	23	19	
Larceny-All Other (23H)	54	59	35	
Larceny-From Building (23D)	12	4	7	
Larceny-From Motor Vehicle (23F)	30	20	30	
Larceny-Motor Vehicle Parts (23G)	10	6	14	
Larceny-Shoplifting (23C)	139	157	182	
Motor Vehicle Theft	19	12	10	
Robbery	9	5	4	
Simple Assault	131	107	102	
Weapons Law Offenses	32	21	28	
All others	4	7	11	
Total Offenses	728	669	632	-5.53%



Crime States – Areas of Reduction

-year review January through September

Chart Title

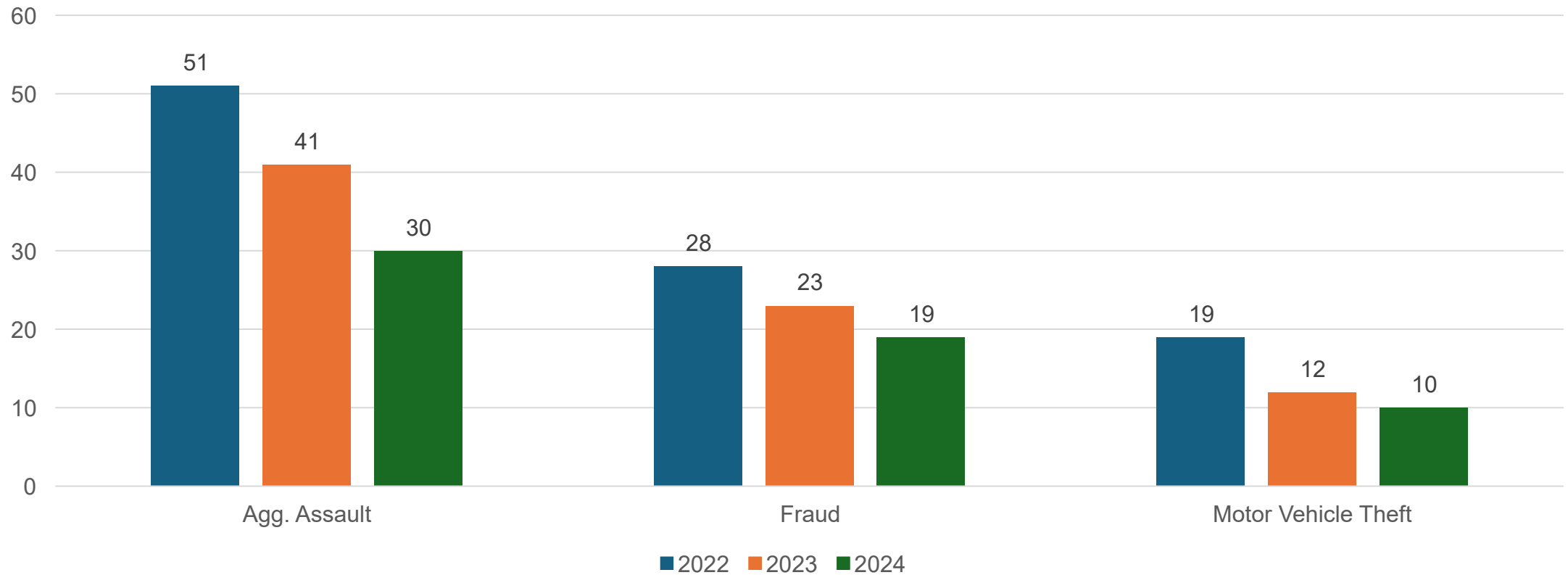




Crime States – Areas of Reduction

-year review January through September

Chart Title

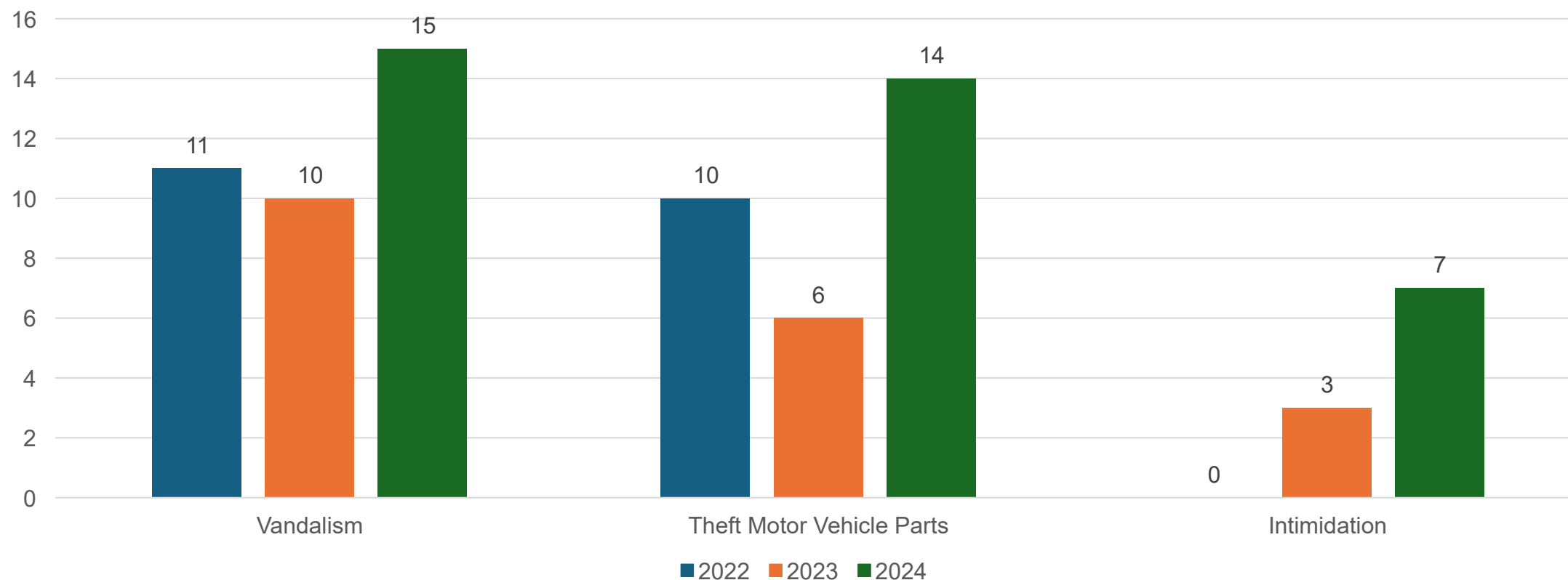




Crime States – Areas of Increase

-year review January through September

Chart Title

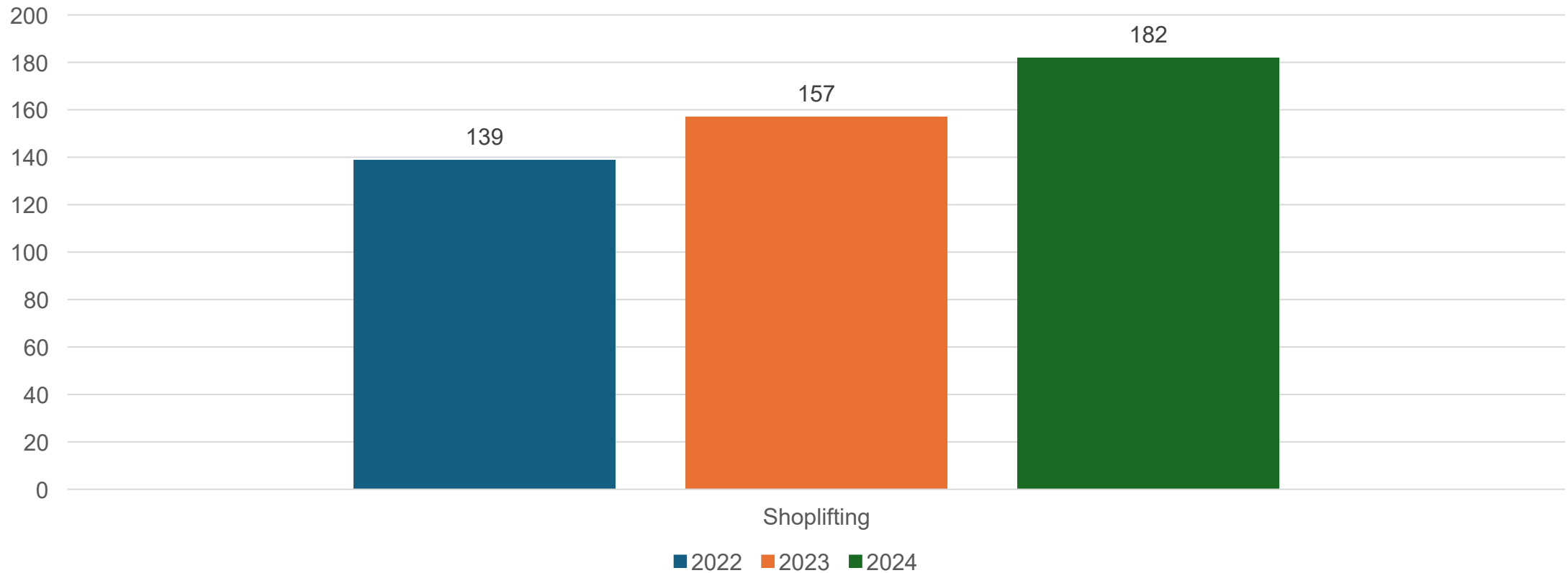




Crime States – Areas of Increase

-year review January through September

Chart Title





New Pilot Program We Record

The Police Department has initiated a new pilot program called “We Record”.

The idea behind the program is to identify residents in neighborhoods who have surveillance cameras and through voluntary cooperation obtain any videos they may have of a crime or a suspect of a crime as they have fled or walked through the area.

Once a crime or suspicious incident has occurred in a neighborhood, staff can follow up with members of “We Record” and see if video is available. This can be done via phone, email or in person. The homeowner or tenant can then email the video to us at werecord@palatka-fl.gov.

Overview of Community Service FY 23/24

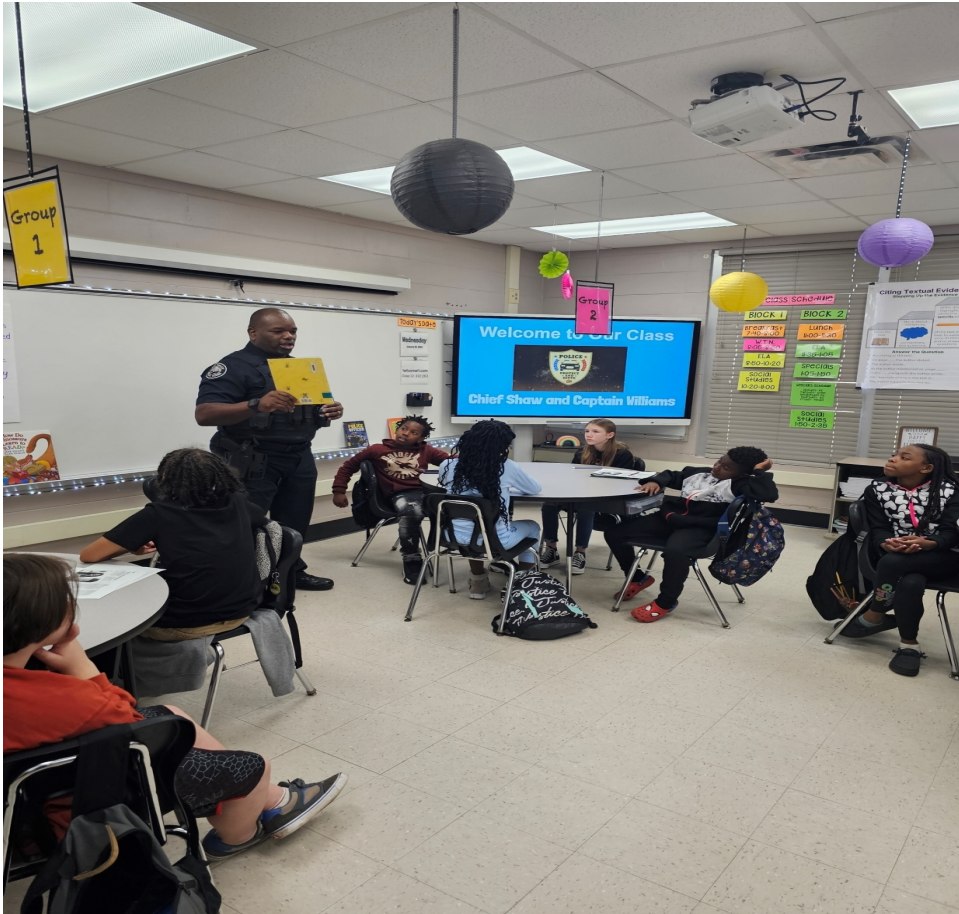
The Police Department hosted or participated in 54 community outreach events in FY 23/24. These events consisted of but are not limited to the Youth Ambassador Program, Fall Festival, Trunk or Treat, Talking Tuesdays, QTR Zone Meetings, Town Hall Meetings, Youth Engagement, Active Shooter Classes for Businesses, Black History Month Student Welcome, Career Day at SJRSC, Brain Freeze Friday, WAWA Grand Opening, Family Fun Days, 911 Memorial and The Vystar Community Outreach Day.





Community Service

Overview of Community Service FY 23/24





Community Service

Overview of Community Service FY 23/24





Community Service

Overview of Community Service FY 23/24





Building Upgrades

Completed Floor Upgrade to Main Office





Building Upgrades

Completed Floor Upgrade to CID Building





Building Upgrades

Completed Floor Upgrade to CID Building



ACCEPTANCE of the resignation of Caitlin Owens from the Planning Board

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Caitlin Owens' request for resignation from the Planning Board

BACKGROUND

Ms. Owens was appointed to the City's Planning Board on October 22, 2020 to fulfill the remainder of a term. She was subsequently appointed to a full term December 8, 2022.

PROJECT ANALYSIS

Ms. Owens current term will expire on December 31, 2025. Ms. Owens has submitted an email requesting resignation effective upon the approval of the City Commission.

Staff Recommendation

Ms. Owens has missed several Planning Board meetings. Staff recommends acceptance of the voluntary resignation.

ATTACHMENTS

1.	2024.12.12 Owens Caitlin Resignation
----	--------------------------------------

Sunni Krantz

From: CEOwens@proton.me
Sent: Thursday, November 21, 2024 2:01 PM
To: Sunni Krantz
Cc: Caitlin Owens
Subject: Re: Resignation from the City of Palatka Planning Board

Good afternoon,

I appreciate your understanding and patience. I am currently out on short term disability due to an illness and unfortunately do need to resign. I truly appreciate your help in this matter and apologize for any difficulty I may have caused.

Thank you,

Sent from [Proton Mail](#) for iOS

On Thu, Nov 21, 2024 at 1:58 PM, Sunni Krantz <skrantz@palatka-fl.gov> wrote:

Good afternoon Ms. Owens,

It has come to my attention that due to various personal reasons and alternative commitments, that you would like to resign from the City's Planning Board. While City Staff would hate to see you leave, we understand. Please confirm via reply e-mail that you would like me to place your request for resignation on the City Commission's December 12th meeting for acceptance.

Thank you for your service,

Sunni Krantz, CMC

City Clerk

Administrative Assistant to the City Manager

201 N. 2nd St.

Palatka, FL 32177

Tel.: 386-329-0100 opt. 1

skrantz@palatka-fl.gov



Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

REAPPOINT - Ed Killebrew and Earl Wallace to the Planning Board for 3-year terms

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Mr. Killebrew and Mr. Wallace have expressed desire to be reappointed to the City's Planning Board.

BACKGROUND

Mr. Killebrew was originally appointed to the Planning Board on November 12, 2015. His current term began December 9, 2021 and will expire December 31, 2024.

Mr. Wallace was originally appointed to the Planning Board on January 23, 1997. His current term began December 9, 2021 and will expire December 31, 2024.

PROJECT ANALYSIS

Both members are in good standing. Mr. Killebrew presently serves as the Chair of the Board.

Staff Recommendation

Approve reappointments.

ATTACHMENTS

1.	2024.12.03 Killebrew Reappointment
2.	2024.12.06 Wallace Earl



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

CITY OF PALATKA BOARD/COMMITTEE APPLICATION

I, C. Edward Killebrew (print full name), wish to apply for ☐ appointment or ☒ reappointment (check one) to the following Board/Committee (check one):

- | | |
|--|--|
| ☐ Airport Advisory Board | ☐ Palatka Housing Authority |
| ☐ Board of Zoning Appeals | ☒ Planning Board |
| ☐ Charter Review Committee (advisory) | ☐ Police Officers' Pension Board |
| ☐ Community Redevelopment Agency (advisory) | ☐ Putnam County Better Place Plan Oversight Committee |
| ☐ Firefighters Pension Board | ☐ Putnam County Library Board |
| ☐ General Employees' Pension Board | ☐ Tax Increment Advisory Committee (advisory) |
| ☐ Historic Preservation Board | ☐ Tree Committee (advisory) |
| ☐ Palatka Gas Authority | |

Residential address: 146 Bardin estates circle PALATKA
 Business name and address: servpro of putnam county 608 main street
 Phone: 386-937-1220
 E-mail: DAVIDSMIGHTY MEN@aol.com

(City residents or business/property owners will be given preference when board/committee member residency is not specified by statute or city ordinance)

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet[s] if necessary)

I have been on this Board for
10-12 years

WHAT GOVERNMENT BOARDS HAVE YOU SERVED ON IN THE PAST OR CURRENTLY?

Putnam County Fair board
putnam county ZBOT
city of palatka planning board

201 N. 2nd STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

OTHER COMMENTS OR INFORMATION:

In accord with F.S. 760.80(4) Please indicate the following:

Applicant's race: CACASALIN

Ethnicity: _____

Gender: male

Physical disability, if any: _____

AGREEMENT: *I hereby certify that all the information contained herein is true to the best of my knowledge. I hereby agree and understand that this document, once submitted, is an official/public record of the City of Palatka. I understand that the Palatka City Commission may require an interview at a publicly held meeting to consider my application. I understand that, if appointed, I will serve in a volunteer capacity on this board/committee. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam County Supervisor of Elections within thirty (30) days of my appointment, and each year thereafter, covering my term. I understand that per the Florida Constitution I cannot serve on more than one board/committee, unless the board/committee's responsibilities are strictly advisory.*



SIGNATURE OF APPLICANT

12/3/24

DATE



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

CITY OF PALATKA ADVISORY BOARD REAPPOINTMENT APPLICATION

I wish to apply for appointment to the PLANNING Board.
I understand that, if appointed, I will serve in a volunteer capacity on this advisory board.

APPLICANT: EARL WALLACE (Must be at least 18 yrs. old)

Residence Phone: 328-0086
(911 Address) 126 SPRINGCREEK DR SAN MATEO Fax:

Business Name Phone: 328-0086
& Address 224 N 16TH STREET PALATKA Fax:

(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)

Preferred Mailing Address: 126 SPRINGCREEK DR SAN MATEO

E-mail: WALLSUR@HOTMAIL.COM Daytime Phone: 328-0086

PROFESSIONAL QUALIFICATIONS (include occupation - attach additional sheet if necessary)

REGISTERED LAND SURVEYOR RETIRED

OTHER COMMENTS OR INFORMATION:

In accord with F.S. 760.80(4) Please indicate the following:

Applicant's race: [REDACTED]
Ethnicity: [REDACTED]
Gender: [REDACTED]
Physical disability, if any: [REDACTED]

201 N. 2nd STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

AGREEMENT: by filing this document, I agree and understand that this document becomes a part of the official records of the City of Palatka, and I hereby certify that all the information contained herein is true, to the best of my knowledge. I also understand that, if appointed, the State of Florida may require me to file a financial disclosure with the Putnam Co. Supervisor of Elections within thirty (30) days of my appointment, and each year thereafter, covering my term of appointment.

W. Sean O'Connell II

SIGNATURE OF APPLICANT

12/6/2024

DATE

Applicants will be interviewed by the Palatka City Commission during regular public meetings.

RATIFICATION of Putnam County's appointment of County Commissioner Walton Pellicer to the CRA governing board

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Putnam County, per the Interlocal Agreement with the City, has appointed newly elected County Commissioner Walton Pellicer to succeed former County Commissioner Terry Turner on the CRA governing board.

BACKGROUND

PROJECT ANALYSIS

The term Commissioner Pellicer will be November 2024 - November 2028

Staff Recommendation

Ratify the County's appointment of Commissioner Pellicer.

ATTACHMENTS

1.	Board Actions 11-26-2024
----	--------------------------

**Board Actions - Board of County Commissioners Regular and Port Authority Meeting
November 26, 2024 at 9:00 a.m.**

The Board unanimously approved a motion to approve the following meeting minutes:

- i. Board of County Commissioner Regular Meeting, October 22, 2024

The Board elected Commissioner Leota Wilkinson as chairman for the next year.

The Board elected Commissioner Larry Harvey as Vice-Chairman for the next year.

The Board unanimously approved the FSTED Grant Agreement and Resolutions (*Resolution 2024-131 & 133*).

The Board unanimously approved the Grant Agreement and Resolution, \$1,200,000.00 (*Resolution 2024-134 & 135*).

The Board tabled the discussion on the Lease of southern section of Port Annex, \$1,250.00/month.

The Board unanimously approved the National Hospice and Palliative Care Month (*Proclamation 2024-132*).

The Board unanimously approved a motion to set the date for the second public hearing of the Rezone (LDC24-000001) “Solar Farm Text Amendment” for December 10, 2024 at 9 A.M. (*Ordinance 2024-024*).

The Board unanimously approved the Surplus Inventory.

The Board unanimously approved the Revenue Appropriation – Grant Carryover – COPS Hiring Grant, 12,882.80 (*Resolution 2024-136*).

The Board unanimously approved the #119 State Forfeiture Expenditure, \$1,500.00.

The Board unanimously approved a Motion in Codes Case No. 2006-00889 waiving all fines.

The Board unanimously approved a Motion in Codes Case No. 2009-01075 reducing the code enforcement fines to a total of \$6,396.00 of which \$5,000.00 to be paid by tax surplus with the remaining \$1,396.00 to be paid within 90 days.

The Board unanimously approved a Motion in Codes Case No. 2012-00090 reducing the code enforcement fines to a total of \$2,550.00 to be paid within 90 days.

The Board unanimously approved a Motion in Codes Case No. 2012-00290 reducing the code enforcement fines to a total of \$7,191.00 of which \$658.52 to be paid by tax surplus with the remaining \$6,532.48 to be paid within 90 days.

The Board unanimously approved a Motion in Codes Case No. 2014-00313 reducing the code enforcement fines to a total of \$2,016.00 to be paid within 90 days.

The Board unanimously approved a Motion in Codes Case No. 2014-00393 reducing the code enforcement fines to a total of \$2,286.00 to be paid within 90 days.

The Board unanimously approved the Tim Smith Building Modifications – Customer Service Center & Budget Resolution, \$225,000.00 (*Resolution 2024-137*).

The Board unanimously approved the Currie Rd Lift Station Generator Supplemental Grant Match from CDGB-DR.

Commissioner Larry Harvey reappointed Rebekah Sharp to the District 4 Affordable Housing Advisory Committee position to serve a term set to expire on December 31, 2028.

Commissioner J.R. Newbold reappointed MaryAnn Braddock to the District 1 Better Place Plan Oversight Committee position to serve a term set to expire on December 31, 2027.

Commissioner J.R. Newbold appointed Patricia Lovell to the District 1 Better Place Plan Oversight Committee position to serve a term set to expire on December 31, 2027.

Commissioner Larry Harvey reappointed Larry Mikelson to the District 4 Better Place Plan Oversight Committee position to serve a term set to expire on December 31, 2027.

Commissioner Larry Harvey reappointed Jerline Galloway to the District 4 Better Place Plan Oversight Committee position to serve a term set to expire on December 31, 2027.

The Board unanimously appointed C.D. Smith to the Roofing Contractor position on the Contractors' Review Board to serve the remainder of a term set to expire on December 31, 2025.

The Board unanimously appointed David Minor to the Consumer Representative position on the Contractors' Review Board to serve a term set to expire on December 31, 2028.

The Board unanimously appointed Susan Roberts to the At-Large Planning Commission position to serve a term set to expire on December 31, 2028.

The Board unanimously appointed Ron West to the At-Large Zoning Board of Adjustment to serve a term set to expire on December 31, 2028.

Commissioner Alexander has appointed Martin Byrdal to the District 3 seat on the Fair Authority, replacing Marshall Fulgham. Byrdal will serve the remainder of the term set to expire on June 30, 2028.

The Board unanimously passed a motion to retain Commissioner Wilkinson and Terry Suggs on the Canvassing Board.

The Board appointed Commissioner Alexander to the Waterways & Trails Committee.

The Board appointed Commissioner Wilkinson to the Affordable Housing Advisory Committee.

The Board appointed Commissioner Newbold to the Parks and Recreation Advisory Board.

The Board appointed Commissioner Pellicer to the Palatka CRA Board.

The Board appointed Commissioner Wilkinson to the NEFL Regional Council.

The Board unanimously passed a motion to cancel the second meeting in December that was set on December 24, 2024.

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

This policy was presented to the Commission at the November meeting, highlighting updates to clarify working hours and lunch breaks for City of Palatka employees.

PROJECT ANALYSIS

Based on the Commission's feedback, Staff has also included language specifying that failure to comply with these guidelines will result in disciplinary action in accordance with our progressive disciplinary policy.

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	2024-R-256 Break Policy
----	-------------------------

RESOLUTION 2024-R-256

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF PALATKA, FLORIDA, REVISING THE
APPENDIX 11 (BREAK POLICY) OF THE PERSONNEL
POLICY; AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka adopted the Personnel Rules and Regulations dated May 9, 1986 and subsequently at different dates adopted revisions:

WHEREAS, the City of Palatka recognizes the importance of clear and consistent break policies to ensure employees well-being and workplace productivity;

WHEREAS, the current break policy requires clarification to address the scheduling of lunch breaks and working hourS.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka of Putnam County, Florida, that:

- 1. Appendix 11 of the City’s Personnel Policy is hereby amended as attached; and
- 2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December 2024.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPENDIX 11

EMPLOYEE
BREAKS

POLICY:

Lunch breaks at work are decided by the City Manager based on the established work hours of the department. The length of these breaks can range from thirty (30) to sixty (60) minutes depending on when the department workday begins:

See the tables below detailing lunch break durations according to start and ending work hours:

START	END	LUNCH BREAK
6:00	2:30	30 MINUTES
7:00	3:30	30 MINUTES
7:30	4:00	30 MINUTES
8:00	4:30	30 MINUTES
8:30	5:00	30 MINUTES

START	END	LUNCH BREAK
6:00	3:00	1 HOUR
7:00	4:00	1 HOUR
7:30	4:30	1 HOUR
8:00	5:00	1 HOUR
8:30	5:30	1 HOUR

~~Breaks from work shall be limited to two (2) breaks in any one (1) eight (8) or ten (10) hour work day.~~
Employees are allowed a maximum of two breaks during an eight or ten-hour workday. Break times may not be accumulated or utilized to extend lunch breaks. If it is not taken, the employee loses it.

Supervisors shall be responsible for controlling breaks within their divisions and departments. They should see to it that the privilege is not abused.

In every case, it shall be up to the immediate supervisor to regulate breaks and insure that this privilege is not abused.

Failure to comply with the above break schedule will result in disciplinary action as described in our progressive disciplinary policy.

ADOPT RESOLUTION 2024-R-257 revising Section 11 (Termination Policy) of the Personnel Policy

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

This policy update was presented to the commission at the November commission meeting.

PROJECT ANALYSIS

It is being brought back to the Commission for adoption with additional details added to the exit interview process to ensure clear understanding of the policy.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2024-R-257 Termination Policy
----	-------------------------------

RESOLUTION 2024-R-257

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF PALATKA, FLORIDA, REVISING THE
PROPOSED TERMINATION POLICY AS SECTION 11 OF
THE CITY PERSONNEL POLICY; AND PROVIDING FOR
SCRIVENER’S ERRORS**

WHEREAS, the City of Palatka adopted the Personnel Rules and Regulations dated May 9, 1986 and subsequently at different dates adopted revisions:

WHEREAS, the City of Palatka seeks to continually improve its workplace policies, employee retention, and organizational practices;

WHEREAS, understanding employee experiences and reasons for separation through a structured, voluntary exit interview process can provide valuable insights for improving workplace conditions;

WHEREAS, it is the best interest of the City to formalize the inclusion of a voluntary exit interview questionnaire as part of the resignation and discharge process;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka of Putnam County, Florida, that:

- 1. the Termination Policy of the City of Palatka Personnel Rules and Regulations is hereby revised as attached.
- 2. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December 2024.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

SECTION 11.0 TERMINATION:

11.1 RESIGNATION OR DISCHARGE;

If an employee finds it necessary to resign from the City's Service after more than six (6) months' employment, he will be expected to give his department head notice, stating the specific reason for his/her resignation.

When an employee terminates his employment, it is suggested that before picking up his/her final paycheck, he/she arranges to meet with his/her department head, or the Personnel Director to discuss the reason for his decision to terminate. Such discussion will be held in strict confidence.

Employees who voluntarily leave the organization, may be asked to attend an exit interview either in person or if preferred, a questionnaire can be provided via e-mail. However, terminated employees will be provided the exit interview questionnaire via email.

11.2 FINAL PAYCHECK;

The final paycheck will not be issued to a terminated employee until his/her department head or superintendent is satisfied that he/she has returned any City owned property assigned to him/her (i.e.: uniforms, tools, keys, textbooks, police firearms, ammunition, equipment, etc.). He/she must also have satisfied any obligation to the City.

ADOPT RESOLUTION 2024-R-246 authorizing the submission of the SJRWMD Fee Reduction Application Form for Permit Applications

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka requests the approval of the SJRWMD Fee Reduction Application Form to ensure that permit application fees are reduced to \$100 per application, in accordance with the St. Johns River Water Management District's fee reduction program. This form must be submitted annually to maintain the fee reduction.

BACKGROUND

The St. Johns River Water Management District (SJRWMD) offers a fee reduction program for permit applications, which allows qualifying entities to pay a reduced application fee of \$100 per permit, rather than adhering to the standard fee schedule. The City of Palatka has benefited from this program in the past, and the fee reduction has been instrumental in reducing overall project costs for the City's permit applications. To maintain eligibility for this fee reduction, the City must submit the SJRWMD Fee Reduction Application Form annually. Approval from the City Commission is required to proceed with the submission of this form for the upcoming year.

PROJECT ANALYSIS

The SJRWMD Fee Reduction Program directly impacts the City's ability to manage costs associated with permitting. By submitting the application and securing the fee reduction, the City will significantly reduce the financial burden of permits required for future infrastructure and development projects. The reduced fee of \$100 per application allows for a more efficient allocation of funds and resources, ultimately benefiting the City's fiscal health. Additionally, submitting this application annually ensures that the City continues to receive the reduced fees without disruption. Given the number of permits the City applies for each year, this program represents a valuable cost-saving initiative.

Staff Recommendation

City staff recommends that the City Commission approve the submission of the SJRWMD Fee Reduction Application Form to the St. Johns River Water Management District, thereby reducing the application fee for each permit to \$100. Staff believes this action is in the best interest of the City, as it will help minimize permit costs for upcoming projects and provide ongoing savings.

ATTACHMENTS

1.	RESOLUTION NO. 2024-R-246
2.	Permit Fee Request

RESOLUTION NO. 2024-R-246

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE SUBMISSION OF THE ST JOHNS RIVER WATER MANAGEMENT DISTRICT FEE REDUCTION APPLICATION FORM FOR PERMIT APPLICATIONS; AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS, the City of Palatka is seeking to reduce permit application fees to \$100 for every application submitted to the St. Johns River Water Management District (SJRWMD), instead of following the normal fee schedule; and

WHEREAS, the SJRWMD Fee Reduction Application Form must be submitted annually to maintain this reduced fee schedule; and

WHEREAS, the City Commission must approve the submission of the form each year to ensure continued eligibility for the fee reduction; and

WHEREAS, the City Commission has reviewed the request and deems it to be in the best interest of the City to submit the SJRWMD Fee Reduction Application Form.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, as follows:

SECTION 1. APPROVAL OF FEE REDUCTION APPLICATION. The City Commission hereby authorizes the submission of the SJRWMD Fee Reduction Application Form, which will reduce permit application fees to \$100 for each application submitted to the SJRWMD.

SECTION 2. AUTHORIZATION TO SUBMIT FORM. The City Manager or designee is hereby authorized to submit the SJRWMD Fee Reduction Application Form and to take any further necessary actions to ensure the City continues to benefit from the reduced fee schedule.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

SECTION 4. SCRIVENER’S ERRORS. The City Manager or designee, without public hearing, is authorized to correct any typographical or scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of December, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

☐ COUNTY ☐ MUNICIPALITY

RESOLUTION NO. _____

REQUEST TO THE ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
TO REDUCE PERMIT APPLICATION FEES

WHEREAS, Section 218.075, Florida Statutes, allows a reduction of permit processing fees for municipalities with a population of 25,000 or less, counties which had a population of 50,000 or less on April 1, 1994, and have not yet exceeded a population of 75,000, or any county or municipality not included within a metropolitan statistical area, certification by that municipality or county that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, _____ ☐ County ☐ Municipality certifies that it:

- ☒ is a municipality with a population of 25,000 persons or less; or
- ☐ is a county which had a population of 50,000 persons or less on April 1, 1994, and which currently does not have a population exceeding 75,000; or
- ☐ is not included within a metropolitan statistical area; and

WHEREAS, _____ ☐ County ☐ Municipality further certifies that it qualifies for permit processing fee reduction for the Fiscal Year October 1, _____ through September 30, _____ due to one or more of the following factor(s):

- ☒ Per capita taxable value is less than the statewide average for the current fiscal year; or
- ☐ Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; or
- ☐ Any condition specified in section 218.503, Florida Statutes, that determines a state of financial emergency; or
- ☐ Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or

☐ A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

WHEREAS, these factors are supported by the attached documents:

NOW, THEREFORE, BE IT RESOLVED, that _____ ☐ County ☐ Municipality does hereby request that the St. Johns River Water Management District reduce the permit application fee for public purpose projects for which _____ ☐ County ☐ Municipality is a permit applicant to a fee of \$100 per permit, or if the current permit application fee is less than \$100 by 50 percent, for the Fiscal Year beginning October 1, _____ and ending September 30, _____.

PASSED AND ADOPTED THIS _____ DAY OF _____,

BY ITS ☐ COUNTY/ ☐ CITY COMMISSION ☐ COUNTY ☐ MUNICIPALITY

MEMBERS OF THE COMMISSION:

ATTEST:

ADOPT RESOLUTION 2024-R-247 authorizing the execution of Change Order No. 1 with Halifax Paving, Inc. for the Palatka Airport West Taxilane & Fueling Apron Project (reduction in the amount of \$16,302)

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka requests approval of Resolution 2024-R-247, authorizing the execution of Change Order No. 1 with Halifax Paving, Inc. for the Palatka Airport West Taxilane & Fueling Apron Project. The change order reflects a deductive adjustment in the contract amount of \$16,302.00, reducing the total contract value from \$840,105.50 to \$823,803.50 due to the reconciliation of unused quantities.

BACKGROUND

On December 14, 2023, the City of Palatka entered into a contract with Halifax Paving, Inc. for the construction of the Palatka Airport West Taxilane & Fueling Apron Project. This project involves the construction of new taxilanes and a fueling apron at the Palatka Airport to enhance operational capacity and safety.

Halifax Paving, Inc. has submitted Change Order No. 1 to account for unused quantities of materials or services. This change order results in a deductive adjustment to the original contract, reducing the total contract amount by \$16,302.00. The revised contract value will now be \$823,803.50. The City staff has reviewed the change order and considers it reasonable and necessary to approve.

PROJECT ANALYSIS

The Palatka Airport West Taxilane & Fueling Apron Project is essential for improving the airport's infrastructure and supporting future growth. The contract with Halifax Paving, Inc. was awarded for the amount of \$840,105.50. During the course of construction, it was determined that some quantities originally estimated for the project were not required. This resulted in a savings of \$16,302.00, which is reflected in Change Order No. 1.

The reduction in the contract amount is in line with the project's actual needs, and the adjustment ensures that taxpayers are only paying for the services and materials that were actually used. The City staff has reviewed the documentation provided by Halifax Paving and has verified that the reconciliation is accurate.

Staff Recommendation

City staff recommends the approval of Resolution 2024-R-247, authorizing the Mayor and City Clerk to execute Change Order No. 1 with Halifax Paving, Inc. in the deductive amount of \$16,302.00. This will reduce the total contract price for the Palatka Airport West Taxilane & Fueling Apron Project to \$823,803.50. Additionally, staff recommends authorizing the City Manager to sign any additional documents related to the project and to correct any typographical errors in the resolution, as necessary. This change order is deemed reasonable and necessary for the completion of the project within the revised scope and budget.

ATTACHMENTS

1.	RESOLUTION NO. 2024-R-247
2.	Change Order 1 Halifax Paving West Taxilane & Fueling Apron
3.	2023-R-282 Halifax Paving Taxilane and Fueling Apron Rehab Airport

RESOLUTION NO. 2024-R-247

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF CHANGE ORDER
NO 1 WITH HALIFAX PAVING, INC FOR THE PALATKA
AIRPORT WEST TAXILANE & FUELING APRON
PROJECT; AND PROVIDING FOR SCRIVENER'S
ERRORS**

WHEREAS, on December 14, 2023 the City of Palatka executed a contract with Halifax Paving, Inc. for the Palatka Airport West Taxilane & Fueling Apron (THE PROJECT) in the amount of \$840,105.50; and

WHEREAS, Halifax Paving, Inc. has proposed Change Order No 1 for the reconciliation of unused quantities in the deductive amount of \$16,302.00 for a total contract price of \$823,803.50.

WHEREAS, the City deems it reasonable and necessary to approve Halifax Paving Change Order No 1.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida

1. the Mayor and the City Clerk are hereby authorized to execute and attest Change Order No 1 with Halifax Paving, Inc. in the deductive amount of \$16,302.00 for a total contract amount of \$823,803.50.
2. the City Manager is authorized to sign all other documents in support of the project, including time extensions; and
3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December 2024.

CITY OF PALATKA

BY: _____
ITS MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Palatka Airport West Taxilane and Fueling Apron
CHANGE ORDER NO. 1

Project No. ITB 2023-03

Date December 12, 2024

Owner: City of Palatka

Contractor: Halifax Paving, Inc.

Change Ordered:

Reconciliation of Unused Quantities \$(16,302.00)

Total Amount for Change Order \$(16,302.00)

CONTRACT AMOUNT

Original Contract Amount \$840,105.50

Previous Change Orders \$ 0.00

Current Change Order (\$16,302.00)

New Contract Amount w/Reconciliation \$823,803.50

This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.

Contractor

Date

Owner (City)

Date

Engineer

Date

RESOLUTION NO. 2023-R-282

**A RESOLUTION AUTHORIZING AWARD OF ITB 2023-03,
AND EXECUTION OF A CONTRACT TO HALIFAX PAVING,
INC FOR TAXILANE AND FUELING APRON
REHABILITATION; AND PROVIDING FOR SCRIVENER'S
ERRORS**

WHEREAS, on May 4, 2023 the City of Palatka received three bids for ITB 2023-03, Taxilane and Fueling Apron Rehabilitation (PROJECT), and;

WHEREAS Passero Associates, the engineer of record during the design phase, has recommended award to Halifax Paving, Inc. as the lowest and most responsive bidder at \$840,105.50; and

WHEREAS, the City deems it reasonable and necessary to execute a contract with Halifax Paving, Inc. for the **Project**.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

- 1. the Mayor and City Clerk are hereby authorized to execute and attest a Construction Agreement for an amount not to exceed \$840,105.50 with Halifax Paving, Inc. for Taxilane and Fueling Apron Rehabilitation; and
- 2. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which of not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 14th day of December, 2023.




City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Attorney

CITY OF PALATKA

BY: _____
Its Mayor

ADOPT RESOLUTION 2024-R-248 approving a shortlist of firms for RFQ 2024-07 Continuing Engineering, Architecture, and Landscape Architecture Services and Authorizing Contracting Actions and authorizing contract execution

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City Commission is requested to adopt **Resolution No. 2024-R-248**, which approves the shortlist of firms recommended by the Evaluation Committee for **RFQ 2024-07 Continuing Engineering, Architecture, and Landscape Architecture Services** and authorizes appropriate City officials to proceed with the necessary contracting actions.

BACKGROUND

On May 22, 2024, the City of Palatka issued **Request for Qualifications (RFQ) 2024-07** for Continuing Engineering, Architecture, and Landscape Architecture Services. This RFQ invited qualified firms to submit proposals for general engineering, architectural, and landscape architectural services to support various City projects on an as-needed basis.

An Evaluation Committee, composed of relevant City staff, was formed to review the qualifications submitted by the responding firms. The Committee evaluated each firm's submission based on established criteria including qualifications, experience, and capacity to perform the required services.

The Evaluation Committee has now completed its review and recommends the following firms to be shortlisted for each category of services:

- **RFQ-1 General Engineering Services:** Hanson, Weston & Sampson, CPH Consulting, LLC
- **RFQ-2 Architecture:** PQH Group, CPH Consulting, LLC, Weston & Sampson
- **RFQ-3 Landscape Architecture Services:** Marqui Latimer & Halback, Weston & Sampson, Matthews

PROJECT ANALYSIS

The selection of firms for continuing services will ensure the City has a pool of qualified professionals in place to address a wide variety of engineering, architectural, and landscape architecture needs as projects arise. This approach will streamline the procurement process and ensure timely delivery of services for capital improvement projects, planning, and other City initiatives. The shortlisted firms will be able to respond quickly to the City's needs and work within established terms and conditions.

This shortlist is essential for the City to maintain flexibility and agility in managing the variety of

tasks that may arise. It will also help reduce the need for additional competitive bidding processes for smaller-scale, ongoing projects, saving the City time and resources. The recommendations for the shortlist were made after a thorough and fair evaluation process by the Evaluation Committee.

Staff Recommendation

Staff recommends that the City Commission adopt **Resolution No. 2024-R-248**, which approves the shortlist of firms recommended by the Evaluation Committee for **RFQ 2024-07 Continuing Engineering, Architecture, and Landscape Architecture Services** and authorizes the appropriate City officials to proceed with contracting actions, including preparing contracts and presenting them for final approval.

This resolution will allow the City to continue with the selection process and begin engaging the shortlisted firms for upcoming projects, ensuring that the City has access to high-quality services on an as-needed basis.

ATTACHMENTS

1.	Resolution No. 2024-R-248 Approving Shortlist of Firms for RFQ 2024-07
2.	Matthews MASTER CONSULTING SERVICES AGREEMENT DRAFT
3.	2024.11.01 Evaluation Committee Minutes
4.	Marqui Latimer & Halback MASTER CONSULTING SERVICES AGREEMENT DRAFT
5.	HANSON MASTER CONSULTING SERVICES AGREEMENT DRAFT
6.	CPH Consulting, LLC MASTER CONSULTING SERVICES AGREEMENT DRAFT
7.	PQH Group MASTER CONSULTING SERVICES AGREEMENT DRAFT
8.	RFQ 24-07 Continuing Services Evaluation TEMPLATE
9.	WEST & SAM MASTER CONSULTING SERVICES AGREEMENT DRAFT
10.	RFQ 2024 Continuing Services

RESOLUTION NO. 2024-R-248

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, APPROVING THE SHORTLIST OF FIRMS RECOMMENDED BY THE EVALUATION COMMITTEE FOR RFQ 2024-07 CONTINUING ENGINEERING, ARCHITECTURE, AND LANDSCAPE ARCHITECTURE SERVICES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO PROCEED WITH CONTRACTING ACTIONS; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER’S ERRORS.

WHEREAS, the City of Palatka issued Request for Qualifications (RFQ) 2024-07 for Continuing Services, inviting qualified firms to submit proposals for General Engineering, Architectural, and Landscape Architectural services; and

WHEREAS, an Evaluation Committee was formed to review and evaluate the submitted qualifications based on established criteria; and

WHEREAS after thorough evaluation and discussion, the Committee recommends the following firms to be shortlisted for consideration by the City Commission:

RFQ-1 General Engineering Services: Hanson, Weston & Sampson, CPH Consulting, LLC

RFQ-2 Architecture: PQH Group, CPH Consulting, LLC, Weston & Sampson

RFQ-3 Landscape Architecture Services: Marqui Latimer & Halback, Weston & Sampson, Matthews

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, as follows:

SECTION 1. APPROVAL OF SHORTLIST. The City Commission hereby approves the shortlist of firms as recommended by the Evaluation Committee for RFQ 2024-07 Continuing Engineering, Architecture, and Landscape Architecture Services.

SECTION 2. AUTHORIZATION TO PROCEED. The Mayor and the City Clerk are authorized to execute and attest contracts with the firms on the short list.

SECTION 3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage.

SECTION 4. SCRIVENER’S ERRORS. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

MASTER CONSULTING SERVICES AGREEMENT

(Continuing service for Landscape Architecture)

THIS MASTER CONSULTING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2024 (the “Effective Date”), by and between THE CITY OF PALATKA, with offices located at 201 N. 2nd Street, Palatka, Florida 32177 (hereinafter referred to as either “CITY”), and Matthews Design Group with offices located at 7 Waldo St, Saint Augustine, FL 32084 (hereinafter referred to as “MATTHEWS.”). Collectively, the CITY and MATTHEWS are hereinafter referred to as “the Parties” of this agreement.

Witnesseth:

WHEREAS, the CITY desires MATTHEWS to provide certain professional consulting services as described in Exhibit A (RFQ 2024-07 Continuing Services) and in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, here agree as follows:

1. *Provision of Services/Method of Project Authorization*

1.1 This Agreement provides the terms upon which the CITY may avail itself of the professional consulting services of MATTHEWS from time to time over the period of time specified hereinafter. An introduction to these services is attached to this Agreement as Exhibit A, entitled RFQ 2024-07 Continuing Services.

1.2 MATTHEWS shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the “Services”). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms, and special provisions or conditions specific to the Services or project being authorized (the “Project”). An outline of the Work Order is attached to this Agreement as Exhibit B, entitled “Sample Work Order.” In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services of Project involved.

1.3 Should CITY issue a purchase order or other instrument related to MATTHEWS’s Services, it is understood and agreed that such document is for the CITY’s internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CITY does issue

a purchase order number or other similar instrument, it is understood and agreed that MATTHEWS shall indicate the purchase order number on the invoices sent to CITY.

1.4 Since MATTHEWS has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CITY to estimate project construction costs. MATTHEWS's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, MATTHEWS cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CITY wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CITY will be considered Additional Services and entitle MATTHEWS to additional compensation which shall be negotiated and mutually agreed upon by the Parties.

1.5 If the Services are to include services during construction, any resident engineering, construction inspection or testing provided by MATTHEWS is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. MATTHEWS neither guarantees nor insures any contractor's work nor assumes sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property.

The Services shall be performed by MATTHEWS utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than that as expressly set forth herein, MATTHEWS makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this Agreement.

2. CITY'S Responsibilities

2.1 City shall provide full information regarding its requirements for the Services of Projects and shall arrange for MATTHEWS, its' agents' and Consultants' access to the site of work.

2.2 CITY shall designate a representative authorized to act on its behalf with respect to the Services or Project. CITY's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by MATTHEWS or furnish information required of CITY and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of MATTHEWS's Services.

2.3 CITY shall provide MATTHEWS, its' agents and sub-consultants access to its records to the extent necessary to perform MATTHEWS's obligations hereunder. If any off-site investigations are required, it shall be CITY's responsibility to secure the required access rights from site owners.

3. *Effective Date and Purpose of Agreement*

The Effective Date of the Agreement is _____. The parties hereto agree that under this Agreement, MATTHEWS will provide professional consulting services of a specified nature as described in Attachment A 2021-01 Continuing Services, attached hereto and incorporated as if fully set forth herein, when and if the CITY requests MATTHEWS to provide such services. This is a continuing contract pursuant to Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act) and may be terminated without cause by either party as provided herein.

4. *Compensation and Method of Payment*

4.1 CITY shall compensate MATTHEWS for the Services on the basis as set forth herein and in each separately issued Work Order.

4.2 MATTHEWS shall pay all applicable sales taxes; or the CITY shall provide to MATTHEWS its tax exemption information, where appropriate.

4.3 MATTHEWS shall invoice CITY monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable in accordance with the Florida Prompt Payment Act (Sec. 218.70, et seq., Fla Stats.). CITY shall notify MATTHEWS in writing of any disputed amount contained in an invoice within thirty (30) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due MATTHEWS under this Agreement is due and payable at MATTHEWS's offices in _____ (or at such other location as may be specified by MATTHEWS in writing).

4.5 If CITY fails to make any payment due MATTHEWS for Services and Reimbursable Expenses within forty-five (45) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due MATTHEWS shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the forty fifth (45th) day; and, in addition, MATTHEWS may, after giving seven (7) days written notice to CITY, suspend Services under this Agreement until MATTHEWS has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without MATTHEWS incurring liability due to such suspension.

4.6 The CITY, in its' sole discretion, will determine the method of payment for services under this Agreement. These payments may include traditional payment (by check or wire transfer) or standard payment (by Credit Card). MATTHEWS agrees to accept payment by either means and no additional surcharges or fees will be considered or paid to MATTHEWS. MATTHEWS will be responsible for credit card interchange fees.

5. *Delays/Charges*

5.1 Any delay or default in the performance of any obligation of MATTHEWS under this Agreement resulting from any cause beyond MATTHEWS's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of MATTHEWS as long as performance is delayed or prevented thereby, and the compensation due MATTHEWS hereunder shall be equitably adjusted.

5.2 During the performance of Services hereunder, the CITY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that Changes require the preparation of additional drawings and/or specifications, or require additional services by MATTHEWS, then, upon completion of such additional services, MATTHEWS shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. *Direct Personnel Expenses Defined*

Direct Personnel Expenses are defined as the cost of salaries of employees of MATTHEWS engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holiday, vacations, pensions, and similar benefits. Exhibit C attached hereto is the schedule of hourly costs for each position within MATTHEWS.

7. *Reimbursable Expenses Defined*

Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by MATTHEWS, its employees, or its sub-consultants in the interest of the Services of Project, including but not limited to:

Sub-consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproductions and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other material and expendable supplies directly used with respect to the Project.

8. *Insurance*

8.1 MATTHEWS shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the CITY, and has named the CITY as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall MATTHEWS allow any sub-consultant to commence work under this Agreement until all similar insurance required of the sub-consultant has been obtained.

Insurers shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and do business in the State of Florida. Insurers shall have at least a Policy Holder Rating of A and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

8.2 MATTHEWS's insurance, and the insurance of any other party bound to MATTHEWS, shall be considered primary. CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

8.3 Loss Deductible: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of MATTHEWS.

8.4 Sub-consultants' Insurance: MATTHEWS shall require each of its sub-consultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of its sub-consultants as required in this Section 8.

8.5 Certificate of Insurance: The CITY shall be furnished proof of insurance coverage as follows.

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to MATTHEWS at least thirty (30) days prior to any reduction in coverage, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as reasonably approved by the CITY and such Certificate shall clearly state all the coverage required in this Section 8.
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of MATTHEWS's obligations to fulfill the requirements of this Article.

8.6 Workers' Compensation Insurance: MATTHEWS shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. In the event any work is subcontracted, MATTHEWS shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by MATTHEWS. MATTHEWS may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation law. In case any

class of work conducted under this agreement is not protected under this agreement the Workers' Compensation statute, MATTHEWS shall provide adequate insurance, satisfactory to the CITY for the protection of employees not otherwise protected.

8.7 Liability Insurance: MATTHEWS shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by MATTHEWS. The amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

8.8 Professional Liability Insurance: During the term of this Agreement, MATTHEWS will carry Professional Liability insurance which will cover liability for any claim or non-performance on account of any error, omission, or other provable negligence caused by MATTHEWS. The amount of insurance shall not be less than \$1,000,000 per claim and aggregate. The CITY may require a higher limit as mutually agreed with MATTHEWS for specific Work Orders.

9.0 Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, MATTHEWS shall be compensated, as provided herein, for Services performed through the date of receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than ninety (90) consecutive days, MATTHEWS may be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses the due. When the Project is resumed, MATTHEWS's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of MATTHEWS's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by MATTHEWS during the term of this Agreement and produced in conjunction with an executed task order shall become property of the CITY.

10.2 Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as "hard copies") that are signed and sealed by MATTHEWS. Electronic files of text, data, graphics, or other types that are furnished by MATTHEWS ("Electronic Deliverables") to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the CITY's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 CITY agrees that it shall perform acceptance tests or procedures on the Electronic Deliverables within the ninety (90) day acceptance period and such errors shall be corrected by MATTHEWS. In the event that CITY does not inform MATTHEWS of any errors within the ninety (90) day acceptance period, CITY shall be deemed to have accepted the Electronic Deliverables and MATTHEWS shall not be responsible to cure any errors thereafter. MATTHEWS shall not be responsible to maintain documents stored in EODM format after CITY acceptance.

10.4 When transferring Electronic Deliverables, MATTHEWS makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by MATTHEWS at the beginning of this Project.

11. Indemnification

11.1 MATTHEWS agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of MATTHEWS, in the performance of this Agreement. MATTHEWS's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of MATTHEWS against the CITY, and MATTHEWS hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and

shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitation set forth in this Section, MATTHEWS shall assume control of the defense of any claim asserted by a third party against the CITY due to the negligence, recklessness, or intentionally wrongful conduct of MATTHEWS, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by MATTHEWS and, in connection with such defense, shall appoint lead counsel, in each case at MATTHEWS's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving MATTHEWS of any of its obligations hereunder. If MATTHEWS assumes control of the defense of any third party claim in accordance with this paragraph, MATTHEWS shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, MATTHEWS shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the CITY's reputation, (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) MATTHEWS has failed or is failing to prosecute or defend vigorously the third party claim.; Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. MATTHEWS expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11.2 MATTHEWS's Status as an Independent Contractor: That status of MATTHEWS under this Agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the CITY and MATTHEWS, nor shall MATTHEWS be an agent of the CITY.

11.3 Waiver of Subrogation: The CITY and MATTHEWS waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and MATTHEWS as trustees. MATTHEWS shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

The CITY and MATTHEWS waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. MATTHEWS shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

If the insurance policies referred to in Section 8 above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

12. Equal Opportunity Employer

MATTHEWS is an equal opportunity employer. MATTHEWS does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

13. Contingent Fees

MATTHEWS warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for MATTHEWS, whose fee, commission, percentage, gift, or other consideration from MATTHEWS is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. Construction

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida (but excluding the choice of law rules thereof)

15. Waiver of Jury trial

CITY and MATTHEWS hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.

16. Dispute Costs

In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expensed and attorneys' fees, as determined by a court of competent jurisdiction, which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every state of any such proceedings from the time such dispute first arises through trial, or other proceedings and all appellate process.

17. Successors and Assigns

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

18. Entire Agreement

This Agreement and the Attachments hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CITY or MATTHEWS unless reduced to writing and signed by both Parties.

The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. Partial Invalidity

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Notices

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail; postage prepaid, or sent by reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To CLIENT:

Marcia Carty

City of Palatka

102 N. 2nd Street

Palatka, FL 32177

To CONSULTANT:

MATTHEWS

21. No Partnership

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between CITY and MATTHEWS, and they are and shall remain independent contractors one as to the other.

22. Counterparts

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

23.1 MATTHEWS will not act as consultant for the development of any real, private property within the current boundaries of the City of Palatka without prior written consent from CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

CITY

CITY OF PALATKA

By: _____

Typed Name: Roberta M. Correa

Title: Mayor

Attest:

By: _____

Typed Name: Sunni Krantz

Title: Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

Jane West, City Attorney

"MATTHEWS"

MATTHEWS

By: _____

Typed Name: _____

Title: _____

Attest:

By: _____

Typed Name: _____

Title: _____

[CORPORATE SEAL, optional]

Attachments:

EXHIBIT A, RFP 2024-07

MINUTES
Evaluation Committee
RFQ 2024-07 Continuing Services

Present: Rhett McCamey, Water and Sewer Distribution Superintendent; Lorenzo Aghemo, Planning Director; Carlos Dominguez Britto, Project Manager; Sunni Krantz, City Clerk Also present: Donald Ramdass, two other gentlemen, one lady

Meeting commenced November 1, 2024 at 10:00 AM

The floor was open to committee discussion. The Committee consisted of Mr. McCamey, Mr. Aghemo, and Mr. Dominguez. Members advised they were ready to score. Scores were read aloud. The top three in each area were:

RFQ-1 General Engineering Services: Hanson, Weston & Sampson, and CPH Consulting, LLC

RFQ-2 Architecture: PQH Group, CPH Consulting, LLC, and Weston & Sampson

RFQ-3 Landscape Architecture Services: Marqui Latimer & Halback, Weston & Sampson, and Matthews

Discussion commenced amongst the committee members whether to short list 5 or short list 3.

Motion by Mr. Aghemo to shortlist the top three firms in each discipline for recommendation to the City Commission. Second by Mr. McCamey. Motion passed unanimously.

Meeting adjourned at 11:10 AM

MASTER CONSULTING SERVICES AGREEMENT

(Continuing service for Landscape Architecture)

THIS MASTER CONSULTING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2024 (the “Effective Date”), by and between THE CITY OF PALATKA, with offices located at 201 N. 2nd Street, Palatka, Florida 32177 (hereinafter referred to as either “CITY”), and Marquis Latimer & Halback, Inc. with offices located at 34 Cordova St Ste A, Saint Augustine, FL 32084 (hereinafter referred to as “MARQUIS LATIMER & HALBACK.”). Collectively, the CITY and MARQUIS LATIMER & HALBACK are hereinafter referred to as “the Parties” of this agreement.

Witnesseth:

WHEREAS, the CITY desires MARQUIS LATIMER & HALBACK to provide certain professional consulting services as described in Exhibit A (RFQ 2024-07 Continuing Services) and in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, here agree as follows:

1. *Provision of Services/Method of Project Authorization*

1.1 This Agreement provides the terms upon which the CITY may avail itself of the professional consulting services of MARQUIS LATIMER & HALBACK from time to time over the period of time specified hereinafter. An introduction to these services is attached to this Agreement as Exhibit A, entitled RFQ 2024-07 Continuing Services.

1.2 MARQUIS LATIMER & HALBACK shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the “Services”). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms, and special provisions or conditions specific to the Services or project being authorized (the “Project”). An outline of the Work Order is attached to this Agreement as Exhibit B, entitled “Sample Work Order.” In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services of Project involved.

1.3 Should CITY issue a purchase order or other instrument related to MARQUIS LATIMER & HALBACK’s Services, it is understood and agreed that such document is for the CITY’s internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CITY does issue a purchase order number or other similar instrument, it is understood and

agreed that MARQUIS LATIMER & HALBACK shall indicate the purchase order number on the invoices sent to CITY.

1.4 Since MARQUIS LATIMER & HALBACK has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CITY to estimate project construction costs. MARQUIS LATIMER & HALBACK's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, MARQUIS LATIMER & HALBACK cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CITY wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CITY will be considered Additional Services and entitle MARQUIS LATIMER & HALBACK to additional compensation which shall be negotiated and mutually agreed upon by the Parties.

1.5 If the Services are to include services during construction, any resident engineering, construction inspection or testing provided by MARQUIS LATIMER & HALBACK is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. MARQUIS LATIMER & HALBACK neither guarantees nor insures any contractor's work nor assumes sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property.

The Services shall be performed by MARQUIS LATIMER & HALBACK utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than that as expressly set forth herein, MARQUIS LATIMER & HALBACK makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this Agreement.

2. CITY'S Responsibilities

2.1 City shall provide full information regarding its requirements for the Services of Projects and shall arrange for MARQUIS LATIMER & HALBACK, its' agents' and Consultants' access to the site of work.

2.2 CITY shall designate a representative authorized to act on its behalf with respect to the Services or Project. CITY's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by MARQUIS LATIMER & HALBACK or furnish information required of CITY and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of MARQUIS LATIMER & HALBACK's Services.

2.3 CITY shall provide MARQUIS LATIMER & HALBACK, its' agents and sub-consultants access to its records to the extent necessary to perform MARQUIS LATIMER & HALBACK's obligations hereunder. If any

off-site investigations are required, it shall be CITY's responsibility to secure the required access rights from site owners.

3. *Effective Date and Purpose of Agreement*

The Effective Date of the Agreement is _____. The parties hereto agree that under this Agreement, MARQUIS LATIMER & HALBACK will provide professional consulting services of a specified nature as described in Attachment A 2021-01 Continuing Services, attached hereto and incorporated as if fully set forth herein, when and if the CITY requests MARQUIS LATIMER & HALBACK to provide such services. This is a continuing contract pursuant to Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act) and may be terminated without cause by either party as provided herein.

4. *Compensation and Method of Payment*

4.1 CITY shall compensate MARQUIS LATIMER & HALBACK for the Services on the basis as set forth herein and in each separately issued Work Order.

4.2 MARQUIS LATIMER & HALBACK shall pay all applicable sales taxes; or the CITY shall provide to MARQUIS LATIMER & HALBACK its tax exemption information, where appropriate.

4.3 MARQUIS LATIMER & HALBACK shall invoice CITY monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable in accordance with the Florida Prompt Payment Act (Sec. 218.70, et seq., Fla Stats.). CITY shall notify MARQUIS LATIMER & HALBACK in writing of any disputed amount contained in an invoice within thirty (30) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due MARQUIS LATIMER & HALBACK under this Agreement is due and payable at MARQUIS LATIMER & HALBACK's offices in _____ (or at such other location as may be specified by MARQUIS LATIMER & HALBACK in writing).

4.5 If CITY fails to make any payment due MARQUIS LATIMER & HALBACK for Services and Reimbursable Expenses within forty-five (45) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due MARQUIS LATIMER & HALBACK shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the forty fifth (45th) day; and, in addition, MARQUIS LATIMER & HALBACK may, after giving seven (7) days written notice to CITY, suspend Services under this Agreement until MARQUIS LATIMER & HALBACK has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without MARQUIS LATIMER & HALBACK incurring liability due to such suspension.

4.6 The CITY, in its' sole discretion, will determine the method of payment for services under this Agreement. These payments may include traditional payment (by check or wire transfer) or standard

payment (by Credit Card). MARQUIS LATIMER & HALBACK agrees to accept payment by either means and no additional surcharges or fees will be considered or paid to MARQUIS LATIMER & HALBACK. MARQUIS LATIMER & HALBACK will be responsible for credit card interchange fees.

5. *Delays/Charges*

5.1 Any delay or default in the performance of any obligation of MARQUIS LATIMER & HALBACK under this Agreement resulting from any cause beyond MARQUIS LATIMER & HALBACK's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of MARQUIS LATIMER & HALBACK as long as performance is delayed or prevented thereby, and the compensation due MARQUIS LATIMER & HALBACK hereunder shall be equitably adjusted.

5.2 During the performance of Services hereunder, the CITY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that Changes require the preparation of additional drawings and/or specifications, or require additional services by MARQUIS LATIMER & HALBACK, then, upon completion of such additional services, MARQUIS LATIMER & HALBACK shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. *Direct Personnel Expenses Defined*

Direct Personnel Expenses are defined as the cost of salaries of employees of MARQUIS LATIMER & HALBACK engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holiday, vacations, pensions, and similar benefits. Exhibit C attached hereto is the schedule of hourly costs for each position within MARQUIS LATIMER & HALBACK.

7. *Reimbursable Expenses Defined*

Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by MARQUIS LATIMER & HALBACK, its employees, or its sub-consultants in the interest of the Services of Project, including but not limited to:

Sub-consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproductions and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other material and expendable supplies directly used with respect to the Project.

8. *Insurance*

8.1 MARQUIS LATIMER & HALBACK shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the

CITY, and has named the CITY as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall MARQUIS LATIMER & HALBACK allow any sub-consultant to commence work under this Agreement until all similar insurance required of the sub-consultant has been obtained.

Insurers shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and do business in the State of Florida. Insurers shall have at least a Policy Holder Rating of A and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

8.2 MARQUIS LATIMER & HALBACK's insurance, and the insurance of any other party bound to MARQUIS LATIMER & HALBACK, shall be considered primary. CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

8.3 Loss Deductible: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of MARQUIS LATIMER & HALBACK.

8.4 Sub-consultants' Insurance: MARQUIS LATIMER & HALBACK shall require each of its sub-consultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of its sub-consultants as required in this Section 8.

8.5 Certificate of Insurance: The CITY shall be furnished proof of insurance coverage as follows.

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to MARQUIS LATIMER & HALBACK at least thirty (30) days prior to any reduction in coverage, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as reasonably approved by the CITY and such Certificate shall clearly state all the coverage required in this Section 8.
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of MARQUIS LATIMER & HALBACK's obligations to fulfill the requirements of this Article.

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of the latter's employees, unless such employees are covered by the protection afforded by MARQUIS LATIMER & HALBACK. MARQUIS LATIMER & HALBACK may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation law. In case any class of work conducted under this agreement is not protected under this agreement the Workers' Compensation statute, MARQUIS LATIMER & HALBACK shall provide adequate insurance, satisfactory to the CITY for the protection of employees not otherwise protected.

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- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors contractual liability covering this agreement, contracts and leases, broad form properly damage coverage, personal injury and bodily injury.

If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

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 - Minimum Coverage is \$1,000,000 per occurrence
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9.0 Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, MARQUIS LATIMER & HALBACK shall be compensated, as provided herein, for Services performed through the date of receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than ninety (90) consecutive days, MARQUIS LATIMER & HALBACK may be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses the due. When the Project is resumed, MARQUIS LATIMER & HALBACK's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of MARQUIS LATIMER & HALBACK's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by MARQUIS LATIMER & HALBACK during the term of this Agreement and produced in conjunction with an executed task order shall become property of the CITY.

10.2 Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as "hard copies") that are signed and sealed by MARQUIS LATIMER & HALBACK. Electronic files of text, data, graphics, or other types that are furnished by MARQUIS LATIMER & HALBACK ("Electronic Deliverables") to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the CITY's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 CITY agrees that it shall perform acceptance tests or procedures on the Electronic Deliverables within the ninety (90) day acceptance period and such errors shall be corrected by MARQUIS LATIMER & HALBACK. In the event that CITY does not inform MARQUIS LATIMER & HALBACK of any errors within the ninety (90) day acceptance period, CITY shall be deemed to have accepted the Electronic Deliverables and MARQUIS LATIMER & HALBACK shall not be responsible to cure any errors thereafter. MARQUIS LATIMER & HALBACK shall not be responsible to maintain documents stored in EODM format after CITY acceptance.

10.4 When transferring Electronic Deliverables, MARQUIS LATIMER & HALBACK makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by MARQUIS LATIMER & HALBACK at the beginning of this Project.

11. Indemnification

11.1 MARQUIS LATIMER & HALBACK agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature,

including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of MARQUIS LATIMER & HALBACK, in the performance of this Agreement. MARQUIS LATIMER & HALBACK's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of MARQUIS LATIMER & HALBACK against the CITY, and MARQUIS LATIMER & HALBACK hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitation set forth in this Section, MARQUIS LATIMER & HALBACK shall assume control of the defense of any claim asserted by a third party against the CITY due to the negligence, recklessness, or intentionally wrongful conduct of MARQUIS LATIMER & HALBACK, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by MARQUIS LATIMER & HALBACK and, in connection with such defense, shall appoint lead counsel, in each case at MARQUIS LATIMER & HALBACK's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving MARQUIS LATIMER & HALBACK of any of its obligations hereunder. If MARQUIS LATIMER & HALBACK assumes control of the defense of any third party claim in accordance with this paragraph, MARQUIS LATIMER & HALBACK shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, MARQUIS LATIMER & HALBACK shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the CITY's reputation, (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) MARQUIS LATIMER & HALBACK has failed or is failing to prosecute or defend vigorously the third party claim.; Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. MARQUIS LATIMER & HALBACK expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11.2 MARQUIS LATIMER & HALBACK's Status as an Independent Contractor: That status of MARQUIS LATIMER & HALBACK under this Agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the CITY and MARQUIS LATIMER & HALBACK, nor shall MARQUIS LATIMER & HALBACK be an agent of the CITY.

11.3 Waiver of Subrogation: The CITY and MARQUIS LATIMER & HALBACK waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent

covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and MARQUIS LATIMER & HALBACK as trustees. MARQUIS LATIMER & HALBACK shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

The CITY and MARQUIS LATIMER & HALBACK waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. MARQUIS LATIMER & HALBACK shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

If the insurance policies referred to in Section 8 above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

12. *Equal Opportunity Employer*

MARQUIS LATIMER & HALBACK is an equal opportunity employer. MARQUIS LATIMER & HALBACK does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

13. *Contingent Fees*

MARQUIS LATIMER & HALBACK warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for MARQUIS LATIMER & HALBACK, whose fee, commission, percentage, gift, or other consideration from MARQUIS LATIMER & HALBACK is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. *Construction*

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida (but excluding the choice of law rules thereof)

15. *Waiver of Jury trial*

CITY and MARQUIS LATIMER & HALBACK hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.

16. *Dispute Costs*

In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expensed and attorneys' fees, as determined by a court of competent jurisdiction, which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every state of any such proceedings from the time such dispute first arises through trial, or other proceedings and all appellate process.

17. *Successors and Assigns*

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

18. *Entire Agreement*

This Agreement and the Attachments hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CITY or MARQUIS LATIMER & HALBACK unless reduced to writing and signed by both Parties.

The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. *Partial Invalidity*

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. *Notices*

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail; postage prepaid, or sent by reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To CLIENT:

Marcia Carty

City of Palatka

102 N. 2nd Street

Palatka, FL 32177

To CONSULTANT:

MARQUIS LATIMER & HALBACK

21. No Partnership

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between CITY and MARQUIS LATIMER & HALBACK, and they are and shall remain independent contractors one as to the other.

22. Counterparts

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

23.1 MARQUIS LATIMER & HALBACK will not act as consultant for the development of any real, private property within the current boundaries of the City of Palatka without prior written consent from CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

CITY

CITY OF PALATKA

By: _____

Typed Name: Roberta M. Correa

Title: Mayor

Attest:

By: _____

Typed Name: Sunni Krantz

Title: Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

Jane West, City Attorney

"MARQUIS LATIMER & HALBACK"

MARQUIS LATIMER & HALBACK

By: _____

Typed Name: _____

Title: _____

Attest:

By: _____

Typed Name: _____

Title: _____

[CORPORATE SEAL, optional]

Attachments:

EXHIBIT A, RFP 2024-07

MASTER CONSULTING SERVICES AGREEMENT

(Continuing service for General Engineering)

THIS MASTER CONSULTING SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and between THE CITY OF PALATKA, with offices located at 201 N. 2nd Street, Palatka, Florida 32177 (hereinafter referred to as either "CITY"), and HANSON PROFESSIONAL SERVICES, INC., with offices located at 8075 Gate Pkwy W Ste 204, Jacksonville, FL 32216 (hereinafter referred to as "HANSON."). Collectively, the CITY and HANSON are hereinafter referred to as "the Parties" of this agreement.

Witnesseth:

WHEREAS, the CITY desires HANSON to provide certain professional consulting services as described in Exhibit A (RFQ 2024-074 Continuing Services) and in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, here agree as follows:

1. *Provision of Services/Method of Project Authorization*

1.1 This Agreement provides the terms upon which the CITY may avail itself of the professional consulting services of HANSON from time to time over the period of time specified hereinafter. An introduction to these services is attached to this Agreement as Exhibit A, entitled RFQ 2024-07 Continuing Services.

1.2 HANSON shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms, and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Exhibit B, entitled "Sample Work Order." In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services of Project involved.

1.3 Should CITY issue a purchase order or other instrument related to HANSON's Services, it is understood and agreed that such document is for the CITY's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CITY does issue

a purchase order number or other similar instrument, it is understood and agreed that HANSON shall indicate the purchase order number on the invoices sent to CITY.

1.4 Since HANSON has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CITY to estimate project construction costs. HANSON's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, HANSON cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CITY wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CITY will be considered Additional Services and entitle HANSON to additional compensation which shall be negotiated and mutually agreed upon by the Parties.

1.5 If the Services are to include services during construction, any resident engineering, construction inspection or testing provided by HANSON is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. HANSON neither guarantees nor insures any contractor's work nor assumes sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property.

The Services shall be performed by HANSON utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than that as expressly set forth herein, HANSON makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this Agreement.

2. CITY'S Responsibilities

2.1 City shall provide full information regarding its requirements for the Services of Projects and shall arrange for HANSON, its' agents' and Consultants' access to the site of work.

2.2 CITY shall designate a representative authorized to act on its behalf with respect to the Services or Project. CITY's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by HANSON or furnish information required of CITY and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of HANSON's Services.

2.3 CITY shall provide HANSON, its' agents and sub-consultants access to its records to the extent necessary to perform HANSON's obligations hereunder. If any off-site investigations are required, it shall be CITY's responsibility to secure the required access rights from site owners.

3. *Effective Date and Purpose of Agreement*

The Effective Date of the Agreement is _____. The parties hereto agree that under this Agreement, HANSON will provide professional consulting services of a specified nature as described in Attachment A 2021-01 Continuing Services, attached hereto and incorporated as if fully set forth herein, when and if the CITY requests HANSON to provide such services. This is a continuing contract pursuant to Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act) and may be terminated without cause by either party as provided herein.

4. *Compensation and Method of Payment*

4.1 CITY shall compensate HANSON for the Services on the basis as set forth herein and in each separately issued Work Order.

4.2 HANSON shall pay all applicable sales taxes; or the CITY shall provide to HANSON its tax exemption information, where appropriate.

4.3 HANSON shall invoice CITY monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable in accordance with the Florida Prompt Payment Act (Sec. 218.70, et seq., Fla Stats.). CITY shall notify HANSON in writing of any disputed amount contained in an invoice within thirty (30) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due HANSON under this Agreement is due and payable at HANSON's offices in _____ (or at such other location as may be specified by HANSON in writing).

4.5 If CITY fails to make any payment due HANSON for Services and Reimbursable Expenses within forty-five (45) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due HANSON shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the forty fifth (45th) day; and, in addition, HANSON may, after giving seven (7) days written notice to CITY, suspend Services under this Agreement until HANSON has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without HANSON incurring liability due to such suspension.

4.6 The CITY, in its' sole discretion, will determine the method of payment for services under this Agreement. These payments may include traditional payment (by check or wire transfer) or standard payment (by Credit Card). HANSON agrees to accept payment by either means and no additional surcharges or fees will be considered or paid to HANSON. HANSON will be responsible for credit card interchange fees.

5. *Delays/Charges*

5.1 Any delay or default in the performance of any obligation of HANSON under this Agreement resulting from any cause beyond HANSON's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of HANSON as long as performance is delayed or prevented thereby, and the compensation due HANSON hereunder shall be equitably adjusted.

5.2 During the performance of Services hereunder, the CITY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that Changes require the preparation of additional drawings and/or specifications, or require additional services by HANSON, then, upon completion of such additional services, HANSON shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. *Direct Personnel Expenses Defined*

Direct Personnel Expenses are defined as the cost of salaries of employees of HANSON engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holiday, vacations, pensions, and similar benefits. Exhibit C attached hereto is the schedule of hourly costs for each position within HANSON.

7. *Reimbursable Expenses Defined*

Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by HANSON, its employees, or its sub-consultants in the interest of the Services of Project, including but not limited to:

Sub-consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproductions and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other material and expendable supplies directly used with respect to the Project.

8. *Insurance*

8.1 HANSON shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the CITY, and has named the CITY as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall HANSON allow any sub-consultant to commence work under this Agreement until all similar insurance required of the sub-consultant has been obtained.

Insurers shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and do business in the State of Florida. Insurers shall have at least a Policy Holder Rating of A and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

8.2 HANSON's insurance, and the insurance of any other party bound to HANSON, shall be considered primary. CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

8.3 Loss Deductible: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of HANSON.

8.4 Sub-consultants' Insurance: HANSON shall require each of its sub-consultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of its sub-consultants as required in this Section 8.

8.5 Certificate of Insurance: The CITY shall be furnished proof of insurance coverage as follows.

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to HANSON at least thirty (30) days prior to any reduction in coverage, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as reasonably approved by the CITY and such Certificate shall clearly state all the coverage required in this Section 8.
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of HANSON's obligations to fulfill the requirements of this Article.

8.6 Workers' Compensation Insurance: HANSON shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. In the event any work is subcontracted, HANSON shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by HANSON. HANSON may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation law. In case any class of work

conducted under this agreement is not protected under this agreement the Workers' Compensation statute, HANSON shall provide adequate insurance, satisfactory to the CITY for the protection of employees not otherwise protected.

8.7 Liability Insurance: HANSON shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by HANSON. The amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

8.8 Professional Liability Insurance: During the term of this Agreement, HANSON will carry Professional Liability insurance which will cover liability for any claim or non-performance on account of any error, omission, or other provable negligence caused by HANSON. The amount of insurance shall not be less than \$1,000,000 per claim and aggregate. The CITY may require a higher limit as mutually agreed with HANSON for specific Work Orders.

9.0 Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, HANSON shall be compensated, as provided herein, for Services performed through the date of receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than ninety (90) consecutive days, HANSON may be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses the due. When the Project is resumed, HANSON's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of HANSON's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by HANSON during the term of this Agreement and produced in conjunction with an executed task order shall become property of the CITY.

10.2 Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as "hard copies") that are signed and sealed by HANSON. Electronic files of text, data, graphics, or other types that are furnished by HANSON ("Electronic Deliverables") to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the CITY's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 CITY agrees that it shall perform acceptance tests or procedures on the Electronic Deliverables within the ninety (90) day acceptance period and such errors shall be corrected by HANSON. In the event that CITY does not inform HANSON of any errors within the ninety (90) day acceptance period, CITY shall be deemed to have accepted the Electronic Deliverables and HANSON shall not be responsible to cure any errors thereafter. HANSON shall not be responsible to maintain documents stored in EODM format after CITY acceptance.

10.4 When transferring Electronic Deliverables, HANSON makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by HANSON at the beginning of this Project.

11. Indemnification

11.1 HANSON agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of HANSON, in the performance of this Agreement. HANSON's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of HANSON against the CITY, and HANSON hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and

shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitation set forth in this Section, HANSON shall assume control of the defense of any claim asserted by a third party against the CITY due to the negligence, recklessness, or intentionally wrongful conduct of HANSON, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by HANSON and, in connection with such defense, shall appoint lead counsel, in each case at HANSON's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving HANSON of any of its obligations hereunder. If HANSON assumes control of the defense of any third party claim in accordance with this paragraph, HANSON shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, HANSON shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the CITY's reputation, (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) HANSON has failed or is failing to prosecute or defend vigorously the third party claim.; Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. HANSON expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11.2 HANSON's Status as an Independent Contractor: That status of HANSON under this Agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the CITY and HANSON, nor shall HANSON be an agent of the CITY.

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The CITY and HANSON waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. HANSON shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

If the insurance policies referred to in Section 8 above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

12. Equal Opportunity Employer

HANSON is an equal opportunity employer. HANSON does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

13. Contingent Fees

HANSON warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for HANSON, whose fee, commission, percentage, gift, or other consideration from HANSON is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. Construction

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida (but excluding the choice of law rules thereof)

15. Waiver of Jury trial

CITY and HANSON hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.

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In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expensed and attorneys' fees, as determined by a court of competent jurisdiction, which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every state of any such proceedings from the time such dispute first arises through trial, or other proceedings and all appellate process.

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If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail; postage prepaid, or sent by reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be proved to the following:

To CLIENT:

Marcia Carty

City of Palatka

102 N. 2nd Street

Palatka, FL 32177

To CONSULTANT:

HANSON

21. No Partnership

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23. Additional Provisions

23.1 HANSON will not act as consultant for the development of any real, private property within the current boundaries of the City of Palatka without prior written consent from CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

CITY

CITY OF PALATKA

By: _____

Typed Name: Roberta M. Correa

Title: Mayor

Attest:

By: _____

Typed Name: Sunni Krantz

Title: Acting City Clerk

"HANSON"

HANSON

By: _____

Typed Name: _____

Title: _____

Attest:

By: _____

Typed Name: _____

Title: _____

[CORPORATE SEAL, optional]

APPROVED AS TO FORM AND LEGALITY:

Valeria Bland Thomas, City Attorney

Attachments:

EXHIBIT A, RFP 2024-07

MASTER CONSULTING SERVICES AGREEMENT

(Continuing service for General Engineering and Architecture)

THIS MASTER CONSULTING SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and between THE CITY OF PALATKA, with offices located at 201 N. 2nd Street, Palatka, Florida 32177 (hereinafter referred to as either "CITY"), and CPH CONSULTING., with offices located at 500 West Fulton Street, Sanford, 32771 (hereinafter referred to as "CPH CONSULTING."). Collectively, the CITY and CPH CONSULTING are hereinafter referred to as "the Parties" of this agreement.

Witnesseth:

WHEREAS, the CITY desires CPH CONSULTING to provide certain professional consulting services as described in Exhibit A (RFQ 2024-07 Continuing Services) and in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, here agree as follows:

1. *Provision of Services/Method of Project Authorization*

1.1 This Agreement provides the terms upon which the CITY may avail itself of the professional consulting services of CPH CONSULTING from time to time over the period of time specified hereinafter. An introduction to these services is attached to this Agreement as Exhibit A, entitled RFQ 2024-07 Continuing Services.

1.2 CPH CONSULTING shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms, and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Exhibit B, entitled "Sample Work Order." In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services of Project involved.

1.3 Should CITY issue a purchase order or other instrument related to CPH CONSULTING's Services, it is understood and agreed that such document is for the CITY's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CITY does issue

a purchase order number or other similar instrument, it is understood and agreed that CPH CONSULTING shall indicate the purchase order number on the invoices sent to CITY.

1.4 Since CPH CONSULTING has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CITY to estimate project construction costs. CPH CONSULTING's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, CPH CONSULTING cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CITY wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CITY will be considered Additional Services and entitle CPH CONSULTING to additional compensation which shall be negotiated and mutually agreed upon by the Parties.

1.5 If the Services are to include services during construction, any resident engineering, construction inspection or testing provided by CPH CONSULTING is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. CPH CONSULTING neither guarantees nor insures any contractor's work nor assumes sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property.

The Services shall be performed by CPH CONSULTING utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than that as expressly set forth herein, CPH CONSULTING makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this Agreement.

2. CITY'S Responsibilities

2.1 City shall provide full information regarding its requirements for the Services of Projects and shall arrange for CPH CONSULTING, its' agents' and Consultants' access to the site of work.

2.2 CITY shall designate a representative authorized to act on its behalf with respect to the Services or Project. CITY's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by CPH CONSULTING or furnish information required of CITY and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of CPH CONSULTING's Services.

2.3 CITY shall provide CPH CONSULTING, its' agents and sub-consultants access to its records to the extent necessary to perform CPH CONSULTING's obligations hereunder. If any off-site investigations are required, it shall be CITY's responsibility to secure the required access rights from site owners.

3. *Effective Date and Purpose of Agreement*

The Effective Date of the Agreement is _____. The parties hereto agree that under this Agreement, CPH CONSULTING will provide professional consulting services of a specified nature as described in Attachment A 2021-01 Continuing Services, attached hereto and incorporated as if fully set forth herein, when and if the CITY requests CPH CONSULTING to provide such services. This is a continuing contract pursuant to Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act) and may be terminated without cause by either party as provided herein.

4. *Compensation and Method of Payment*

4.1 CITY shall compensate CPH CONSULTING for the Services on the basis as set forth herein and in each separately issued Work Order.

4.2 CPH CONSULTING shall pay all applicable sales taxes; or the CITY shall provide to CPH CONSULTING its tax exemption information, where appropriate.

4.3 CPH CONSULTING shall invoice CITY monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable in accordance with the Florida Prompt Payment Act (Sec. 218.70, et seq., Fla Stats.). CITY shall notify CPH CONSULTING in writing of any disputed amount contained in an invoice within thirty (30) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due CPH CONSULTING under this Agreement is due and payable at CPH CONSULTING's offices in _____ (or at such other location as may be specified by CPH CONSULTING in writing).

4.5 If CITY fails to make any payment due CPH CONSULTING for Services and Reimbursable Expenses within forty-five (45) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due CPH CONSULTING shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the forty fifth (45th) day; and, in addition, CPH CONSULTING may, after giving seven (7) days written notice to CITY, suspend Services under this Agreement until CPH CONSULTING has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without CPH CONSULTING incurring liability due to such suspension.

4.6 The CITY, in its' sole discretion, will determine the method of payment for services under this Agreement. These payments may include traditional payment (by check or wire transfer) or standard payment (by Credit Card). CPH CONSULTING agrees to accept payment by either means and no additional

surcharges or fees will be considered or paid to CPH CONSULTING. CPH CONSULTING will be responsible for credit card interchange fees.

5. *Delays/Charges*

5.1 Any delay or default in the performance of any obligation of CPH CONSULTING under this Agreement resulting from any cause beyond CPH CONSULTING's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of CPH CONSULTING as long as performance is delayed or prevented thereby, and the compensation due CPH CONSULTING hereunder shall be equitably adjusted.

5.2 During the performance of Services hereunder, the CITY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that Changes require the preparation of additional drawings and/or specifications, or require additional services by CPH CONSULTING, then, upon completion of such additional services, CPH CONSULTING shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. *Direct Personnel Expenses Defined*

Direct Personnel Expenses are defined as the cost of salaries of employees of CPH CONSULTING engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holiday, vacations, pensions, and similar benefits. Exhibit C attached hereto is the schedule of hourly costs for each position within CPH CONSULTING.

7. *Reimbursable Expenses Defined*

Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by CPH CONSULTING, its employees, or its sub-consultants in the interest of the Services of Project, including but not limited to:

Sub-consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproductions and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other material and expendable supplies directly used with respect to the Project.

8. *Insurance*

8.1 CPH CONSULTING shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the CITY, and has named the CITY as an additional insured, except for Worker's Compensation Coverage and

Professional Liability, nor shall CPH CONSULTING allow any sub-consultant to commence work under this Agreement until all similar insurance required of the sub-consultant has been obtained.

Insurers shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and do business in the State of Florida. Insurers shall have at least a Policy Holder Rating of A and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

8.2 CPH CONSULTING's insurance, and the insurance of any other party bound to CPH CONSULTING, shall be considered primary. CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

8.3 Loss Deductible: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of CPH CONSULTING.

8.4 Sub-consultants' Insurance: CPH CONSULTING shall require each of its sub-consultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of its sub-consultants as required in this Section 8.

8.5 Certificate of Insurance: The CITY shall be furnished proof of insurance coverage as follows.

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to CPH CONSULTING at least thirty (30) days prior to any reduction in coverage, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as reasonably approved by the CITY and such Certificate shall clearly state all the coverage required in this Section 8.
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of CPH CONSULTING's obligations to fulfill the requirements of this Article.

8.6 Workers' Compensation Insurance: CPH CONSULTING shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. In the event any work is subcontracted, CPH CONSULTING shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CPH CONSULTING. CPH CONSULTING

may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation law. In case any class of work conducted under this agreement is not protected under this agreement the Workers' Compensation statute, CPH CONSULTING shall provide adequate insurance, satisfactory to the CITY for the protection of employees not otherwise protected.

8.7 Liability Insurance: CPH CONSULTING shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by CPH CONSULTING. The amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors contractual liability covering this agreement, contracts and leases, broad form properly damage coverage, personal injury and bodily injury.

If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

8.8 Professional Liability Insurance: During the term of this Agreement, CPH CONSULTING will carry Professional Liability insurance which will cover liability for any claim or non-performance on account of any error, omission, or other provable negligence caused by CPH CONSULTING. The amount of insurance shall not be less than \$1,000,000 per claim and aggregate. The CITY may require a higher limit as mutually agreed with CPH CONSULTING for specific Work Orders.

9.0 Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, CPH CONSULTING shall be compensated, as provided herein, for

Services performed through the date of receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than ninety (90) consecutive days, CPH CONSULTING may be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, CPH CONSULTING's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of CPH CONSULTING's Services.

10. *Use of Documents and Electronic Deliverables*

10.1 All Documents and Electronic Deliverables created by CPH CONSULTING during the term of this Agreement and produced in conjunction with an executed task order shall become property of the CITY.

10.2 Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as "hard copies") that are signed and sealed by CPH CONSULTING. Electronic files of text, data, graphics, or other types that are furnished by CPH CONSULTING ("Electronic Deliverables") to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the CITY's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 CITY agrees that it shall perform acceptance tests or procedures on the Electronic Deliverables within the ninety (90) day acceptance period and such errors shall be corrected by CPH CONSULTING. In the event that CITY does not inform CPH CONSULTING of any errors within the ninety (90) day acceptance period, CITY shall be deemed to have accepted the Electronic Deliverables and CPH CONSULTING shall not be responsible to cure any errors thereafter. CPH CONSULTING shall not be responsible to maintain documents stored in EODM format after CITY acceptance.

10.4 When transferring Electronic Deliverables, CPH CONSULTING makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by CPH CONSULTING at the beginning of this Project.

11. *Indemnification*

11.1 CPH CONSULTING agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CPH CONSULTING, in the performance of this Agreement. CPH CONSULTING's liability hereunder shall include all attorney's fees and costs incurred by

CITY in the enforcement of this indemnification provision. This includes claims made by the employees of CPH CONSULTING against the CITY, and CPH CONSULTING hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitation set forth in this Section, CPH CONSULTING shall assume control of the defense of any claim asserted by a third party against the CITY due to the negligence, recklessness, or intentionally wrongful conduct of CPH CONSULTING, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by CPH CONSULTING and, in connection with such defense, shall appoint lead counsel, in each case at CPH CONSULTING's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CPH CONSULTING of any of its obligations hereunder. If CPH CONSULTING assumes control of the defense of any third party claim in accordance with this paragraph, CPH CONSULTING shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, CPH CONSULTING shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the CITY's reputation, (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) CPH CONSULTING has failed or is failing to prosecute or defend vigorously the third party claim.; Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CPH CONSULTING expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11.2 CPH CONSULTING's Status as an Independent Contractor: That status of CPH CONSULTING under this Agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the CITY and CPH CONSULTING, nor shall CPH CONSULTING be an agent of the CITY.

11.3 Waiver of Subrogation: The CITY and CPH CONSULTING waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and CPH CONSULTING as trustees. CPH CONSULTING shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

The CITY and CPH CONSULTING waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property

insurance. CPH CONSULTING shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

If the insurance policies referred to in Section 8 above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

12. *Equal Opportunity Employer*

CPH CONSULTING is an equal opportunity employer. CPH CONSULTING does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

13. *Contingent Fees*

CPH CONSULTING warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for CPH CONSULTING, whose fee, commission, percentage, gift, or other consideration from CPH CONSULTING is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. *Construction*

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida (but excluding the choice of law rules thereof)

15. *Waiver of Jury trial*

CITY and CPH CONSULTING hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.

16. *Dispute Costs*

In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expensed and attorneys' fees, as determined by a court of competent jurisdiction, which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every state of any such proceedings from the time such dispute first arises through trial, or other proceedings and all appellate process.

17. *Successors and Assigns*

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

18. *Entire Agreement*

This Agreement and the Attachments hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CITY or CPH CONSULTING unless reduced to writing and signed by both Parties.

The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. *Partial Invalidity*

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. *Notices*

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail; postage prepaid, or sent by reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To CLIENT:

Marcia Carty

City of Palatka

102 N. 2nd Street

Palatka, FL 32177

To CONSULTANT:

CPH CONSULTING

21. No Partnership

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between CITY and CPH CONSULTING, and they are and shall remain independent contractors one as to the other.

22. Counterparts

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

23.1 CPH CONSULTING will not act as consultant for the development of any real, private property within the current boundaries of the City of Palatka without prior written consent from CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

CITY

CITY OF PALATKA

By: _____

Typed Name: Roberta M. Correa

Title: Mayor

Attest:

By: _____

Typed Name: Sunni Krantz

Title: Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

Valeria Bland Thomas, City Attorney

"CPH CONSULTING"

CPH CONSULTING

By: _____

Typed Name: _____

Title: _____

Attest:

By: _____

Typed Name: _____

Title: _____

[CORPORATE SEAL, optional]

Attachments:

EXHIBIT A, RFP 2024-07

MASTER CONSULTING SERVICES AGREEMENT

(Continuing service for Architecture)

THIS MASTER CONSULTING SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 2024 (the “Effective Date”), by and between THE CITY OF PALATKA, with offices located at 201 N. 2nd Street, Palatka, Florida 32177 (hereinafter referred to as either “CITY”), and PQH GROUP Design, with offices located at 4141 Southpoint Dr E Ste 200, Jacksonville, FL 32216 (hereinafter referred to as “PQH GROUP.”). Collectively, the CITY and PQH GROUP are hereinafter referred to as “the Parties” of this agreement.

Witnesseth:

WHEREAS, the CITY desires PQH GROUP to provide certain professional consulting services as described in Exhibit A (RFQ 2024-07 Continuing Services) and in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, here agree as follows:

1. *Provision of Services/Method of Project Authorization*

1.1 This Agreement provides the terms upon which the CITY may avail itself of the professional consulting services of PQH GROUP from time to time over the period of time specified hereinafter. An introduction to these services is attached to this Agreement as Exhibit A, entitled RFQ 2024-07 Continuing Services.

1.2 PQH GROUP shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the “Services”). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms, and special provisions or conditions specific to the Services or project being authorized (the “Project”). An outline of the Work Order is attached to this Agreement as Exhibit B, entitled “Sample Work Order.” In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services of Project involved.

1.3 Should CITY issue a purchase order or other instrument related to PQH GROUP’s Services, it is understood and agreed that such document is for the CITY’s internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CITY does issue

a purchase order number or other similar instrument, it is understood and agreed that PQH GROUP shall indicate the purchase order number on the invoices sent to CITY.

1.4 Since PQH GROUP has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CITY to estimate project construction costs. PQH GROUP's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, PQH GROUP cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CITY wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CITY will be considered Additional Services and entitle PQH GROUP to additional compensation which shall be negotiated and mutually agreed upon by the Parties.

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The Services shall be performed by PQH GROUP utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than that as expressly set forth herein, PQH GROUP makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this Agreement.

2. CITY'S Responsibilities

2.1 City shall provide full information regarding its requirements for the Services of Projects and shall arrange for PQH GROUP, its' agents' and Consultants' access to the site of work.

2.2 CITY shall designate a representative authorized to act on its behalf with respect to the Services or Project. CITY's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by PQH GROUP or furnish information required of CITY and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of PQH GROUP's Services.

2.3 CITY shall provide PQH GROUP, its' agents and sub-consultants access to its records to the extent necessary to perform PQH GROUP's obligations hereunder. If any off-site investigations are required, it shall be CITY's responsibility to secure the required access rights from site owners.

3. *Effective Date and Purpose of Agreement*

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4. *Compensation and Method of Payment*

4.1 CITY shall compensate PQH GROUP for the Services on the basis as set forth herein and in each separately issued Work Order.

4.2 PQH GROUP shall pay all applicable sales taxes; or the CITY shall provide to PQH GROUP its tax exemption information, where appropriate.

4.3 PQH GROUP shall invoice CITY monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable in accordance with the Florida Prompt Payment Act (Sec. 218.70, et seq., Fla Stats.). CITY shall notify PQH GROUP in writing of any disputed amount contained in an invoice within thirty (30) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due PQH GROUP under this Agreement is due and payable at PQH GROUP's offices in _____ (or at such other location as may be specified by PQH GROUP in writing).

4.5 If CITY fails to make any payment due PQH GROUP for Services and Reimbursable Expenses within forty-five (45) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due PQH GROUP shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the forty fifth (45th) day; and, in addition, PQH GROUP may, after giving seven (7) days written notice to CITY, suspend Services under this Agreement until PQH GROUP has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without PQH GROUP incurring liability due to such suspension.

4.6 The CITY, in its' sole discretion, will determine the method of payment for services under this Agreement. These payments may include traditional payment (by check or wire transfer) or standard payment (by Credit Card). PQH GROUP agrees to accept payment by either means and no additional surcharges or fees will be considered or paid to PQH GROUP. PQH GROUP will be responsible for credit card interchange fees.

5. *Delays/Charges*

5.1 Any delay or default in the performance of any obligation of PQH GROUP under this Agreement resulting from any cause beyond PQH GROUP's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of PQH GROUP as long as performance is delayed or prevented thereby, and the compensation due PQH GROUP hereunder shall be equitably adjusted.

5.2 During the performance of Services hereunder, the CITY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that Changes require the preparation of additional drawings and/or specifications, or require additional services by PQH GROUP, then, upon completion of such additional services, PQH GROUP shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. *Direct Personnel Expenses Defined*

Direct Personnel Expenses are defined as the cost of salaries of employees of PQH GROUP engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holiday, vacations, pensions, and similar benefits. Exhibit C attached hereto is the schedule of hourly costs for each position within PQH GROUP.

7. *Reimbursable Expenses Defined*

Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by PQH GROUP, its employees, or its sub-consultants in the interest of the Services of Project, including but not limited to:

Sub-consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproductions and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other material and expendable supplies directly used with respect to the Project.

8. *Insurance*

8.1 PQH GROUP shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the CITY, and has named the CITY as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall PQH GROUP allow any sub-consultant to commence work under this Agreement until all similar insurance required of the sub-consultant has been obtained.

Insurers shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and do business in the State of Florida. Insurers shall have at least a Policy Holder Rating of A and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

8.2 PQH GROUP's insurance, and the insurance of any other party bound to PQH GROUP, shall be considered primary. CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

8.3 Loss Deductible: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of PQH GROUP.

8.4 Sub-consultants' Insurance: PQH GROUP shall require each of its sub-consultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of its sub-consultants as required in this Section 8.

8.5 Certificate of Insurance: The CITY shall be furnished proof of insurance coverage as follows.

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to PQH GROUP at least thirty (30) days prior to any reduction in coverage, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as reasonably approved by the CITY and such Certificate shall clearly state all the coverage required in this Section 8.
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of PQH GROUP's obligations to fulfill the requirements of this Article.

8.6 Workers' Compensation Insurance: PQH GROUP shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. In the event any work is subcontracted, PQH GROUP shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by PQH GROUP. PQH GROUP may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation law. In case any

class of work conducted under this agreement is not protected under this agreement the Workers' Compensation statute, PQH GROUP shall provide adequate insurance, satisfactory to the CITY for the protection of employees not otherwise protected.

8.7 Liability Insurance: PQH GROUP shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by PQH GROUP. The amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

8.8 Professional Liability Insurance: During the term of this Agreement, PQH GROUP will carry Professional Liability insurance which will cover liability for any claim or non-performance on account of any error, omission, or other provable negligence caused by PQH GROUP. The amount of insurance shall not be less than \$1,000,000 per claim and aggregate. The CITY may require a higher limit as mutually agreed with PQH GROUP for specific Work Orders.

9.0 Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, PQH GROUP shall be compensated, as provided herein, for Services performed through the date of receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than ninety (90) consecutive days, PQH GROUP may be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses the due. When the Project is resumed, PQH GROUP's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of PQH GROUP's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by PQH GROUP during the term of this Agreement and produced in conjunction with an executed task order shall become property of the CITY.

10.2 Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as "hard copies") that are signed and sealed by PQH GROUP. Electronic files of text, data, graphics, or other types that are furnished by PQH GROUP ("Electronic Deliverables") to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the CITY's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 CITY agrees that it shall perform acceptance tests or procedures on the Electronic Deliverables within the ninety (90) day acceptance period and such errors shall be corrected by PQH GROUP. In the event that CITY does not inform PQH GROUP of any errors within the ninety (90) day acceptance period, CITY shall be deemed to have accepted the Electronic Deliverables and PQH GROUP shall not be responsible to cure any errors thereafter. PQH GROUP shall not be responsible to maintain documents stored in EODM format after CITY acceptance.

10.4 When transferring Electronic Deliverables, PQH GROUP makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by PQH GROUP at the beginning of this Project.

11. Indemnification

11.1 PQH GROUP agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PQH GROUP, in the performance of this Agreement. PQH GROUP's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of PQH GROUP against the CITY, and PQH GROUP hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the

Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitation set forth in this Section, PQH GROUP shall assume control of the defense of any claim asserted by a third party against the CITY due to the negligence, recklessness, or intentionally wrongful conduct of PQH GROUP, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by PQH GROUP and, in connection with such defense, shall appoint lead counsel, in each case at PQH GROUP's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving PQH GROUP of any of its obligations hereunder. If PQH GROUP assumes control of the defense of any third party claim in accordance with this paragraph, PQH GROUP shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, PQH GROUP shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the CITY's reputation, (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) PQH GROUP has failed or is failing to prosecute or defend vigorously the third party claim.; Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. PQH GROUP expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11.2 PQH GROUP's Status as an Independent Contractor: That status of PQH GROUP under this Agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the CITY and PQH GROUP, nor shall PQH GROUP be an agent of the CITY.

11.3 Waiver of Subrogation: The CITY and PQH GROUP waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and PQH GROUP as trustees. PQH GROUP shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

The CITY and PQH GROUP waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. PQH GROUP shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

If the insurance policies referred to in Section 8 above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

12. *Equal Opportunity Employer*

PQH GROUP is an equal opportunity employer. PQH GROUP does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

13. *Contingent Fees*

PQH GROUP warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for PQH GROUP, whose fee, commission, percentage, gift, or other consideration from PQH GROUP is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. *Construction*

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida (but excluding the choice of law rules thereof)

15. *Waiver of Jury trial*

CITY and PQH GROUP hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.

16. *Dispute Costs*

In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expensed and attorneys' fees, as determined by a court of competent jurisdiction, which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every state of any such proceedings from the time such dispute first arises through trial, or other proceedings and all appellate process.

17. *Successors and Assigns*

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

18. Entire Agreement

This Agreement and the Attachments hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CITY or PQH GROUP unless reduced to writing and signed by both Parties.

The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. Partial Invalidity

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Notices

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail; postage prepaid, or sent by reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To CLIENT:

Marcia Carty

City of Palatka

102 N. 2nd Street

Palatka, FL 32177

To CONSULTANT:

PQH GROUP

21. No Partnership

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between CITY and PQH GROUP, and they are and shall remain independent contractors one as to the other.

22. Counterparts

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

23.1 PQH GROUP will not act as consultant for the development of any real, private property within the current boundaries of the City of Palatka without prior written consent from CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

CITY

CITY OF PALATKA

By: _____

Typed Name: Roberta M. Correa

Title: Mayor

Attest:

By: _____

Typed Name: Sunni Krantz

Title: Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

Jane West, City Attorney

"PQH GROUP"

PQH GROUP

By: _____

Typed Name: _____

Title: _____

Attest:

By: _____

Typed Name: _____

Title: _____

[CORPORATE SEAL, optional]

Attachments:

EXHIBIT A, RFP 2024-07

City of Palatka
RFQ 2024-07 Master Ranking Sheet

Evaluation			Committee Scores				Top Ranked Firms		
	Respondent	Discipline Area	1	2	3	AVERAGE	RFQ-1 General Engineering Services	RFQ-2 Architecture	Landscape Architecture Services
15	Florida Technical Consultants, LLC	RFQ-1 General Engineering Services	80	78	72	76.67	77	x	x
13	Dredging and Marine Consultants	RFQ-1 General Engineering Services	80	83	80	81	81	x	x
16	Gulfstream Design Group, LLC	RFQ-1 General Engineering Services	87	86	80	84.33	84	x	x
25	North Florida Professional Services	RFQ-1 General Engineering Services	82	90	81	84.33	84	x	x
1	Tocoi Engineering	RFQ-1 General Engineering Services	86	87	83	85.33	85	x	x
2	Four Waters Engineering	RFQ-1 General Engineering Services	89	88	80	85.67	86	x	x
9	Crawford Murphy & Tily	RFQ-2 Architecture	96	83	80	86.33	x	86.33	x
18	JBPro	RFQ-1 General Engineering Services	90	91	80	87	87	x	x
7	Chen Moore and Associates	RFQ-3 Landscape Architecture Services	89	88	85	87.33	x	x	87
22	Matthews	RFQ-2 Architecture	95	87	80	87.33	x	87.33	x
10	Carnahan Proctor and Cross	RFQ-1 General Engineering Services	85	96	82	87.67	88	x	x
28	Weston & Sampson	RFQ-2 Architecture	88	95	80	87.67	x	87.67	x
12	CPH Consulting, LLC	RFQ-2 Architecture	92	92	81	88.33	x	88.33	x
26	PQH Group	RFQ-2 Architecture	94	82	89	88.33	x	88.33	x
6	Chen Moore and Associates	RFQ-1 General Engineering Services	89	91	86	88.67	89	x	x
21	Matthews	RFQ-1 General Engineering Services	97	89	80	88.67	89	x	x
5	CHW	RFQ-3 Landscape Architecture Services	93	88	86	89	x	x	89
19	JBPro	RFQ-3 Landscape Architecture Services	90	92	85	89	x	x	89
8	Crawford Murphy & Tily	RFQ-1 General Engineering Services	96	82	90.5	89.5	90	x	x
3	Castle Bay Design Studio	RFQ-3 Landscape Architecture Services	97	92	82	90.33	x	x	90
4	CHW	RFQ-1 General Engineering Services	93	88	90	90.33	90	x	x
14	EDA Consultants, Inc.	RFQ-1 General Engineering Services	91	95	86	90.67	91	x	x
23	Matthews	RFQ-3 Landscape Architecture Services	95	89	88	90.67	x	x	91
20	Jones Edmunds	RFQ-1 General Engineering Services	90	94	89	91	91	x	x
29	Weston & Sampson	RFQ-3 Landscape Architecture Services	88	97	89	91.33	x	x	91
11	CPH Consulting, LLC	RFQ-1 General Engineering Services	92	91	93	92	92	x	x
27	Weston & Sampson	RFQ-1 General Engineering Services	88	96	94	92.67	93	x	x
17	Hanson	RFQ-1 General Engineering Services	100	98	88	95.33	95	x	x
24	Marqui Latimer & Halback	RFQ-3 Landscape Architecture Services	100	98	95	97.67	x	x	98

Signature: _____

Date: _____

City of Palatka
RFQ 2024-07 Continuing Services

	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity - Driving Distance less than or equal to 60 Miles (10 points) - Driving Distance greater than 60 miles and less than or equal to 100 miles (5 points)	TOTAL
1	Tocoi Engineering	General Engineering Services	30	32	14	10	86
2	Four Waters Engineering	General Engineering Services	30	33	16	10	89
3	Castle Bay Design Studio	Landscape Architecture Services	30	37	20	10	97
4	CHW	RFQ-1 General Engineering Services	30	35	18	10	93
5	CHW	RFQ-3 Landscape Architecture Services	30	35	18	10	93
6	Chen Moore and Associates	RFQ-1 General Engineering Services	30	34	15	10	89
7	Chen Moore and Associates	RFQ-3 Landscape Architecture Services	30	34	15	10	89
8	Crawford Murphy & Tily	RFQ-1 General Engineering Services	30	37	19	10	96
9	Crawford Murphy & Tily	RFQ-2 Architecture	30	37	19	10	96
10	Carnahan Proctor and Cross	RFQ-1 General Engineering Services	30	30	15	10	85
11	CPH Consulting, LLC	RFQ-1 General Engineering Services	30	35	17	10	92
12	CPH Consulting, LLC	RFQ-2 Architecture	30	35	17	10	92
13	Dredging and Marine Consultants	RFQ-1 General Engineering Services	30	30	10	10	80
14	EDA Consultants, Inc.	RFQ-1 General Engineering Services	30	35	16	10	91
15	Florida Technical Consultants, LLC	RFQ-1 General Engineering Services	30	30	15	5	80
16	Gulfstream Design Group, LLC	RFQ-1 General Engineering Services	30	31	16	10	87
17	Hanson	RFQ-1 General Engineering Services	30	40	20	10	100
18	JBPro	RFQ-1 General Engineering Services	30	30	20	10	90
19	JBPro	RFQ-3 Landscape Architecture Services	30	30	20	10	90
20	Jones Edmunds	RFQ-1 General Engineering Services	30	30	20	10	90
21	Matthews	RFQ-1 General Engineering Services	30	38	19	10	97
22	Matthews	RFQ-2 Architecture	30	36	19	10	95
23	Matthews	RFQ-3 Landscape Architecture Services	30	36	19	10	95
24	Marqui Latimer & Halback	RFQ-3 Landscape Architecture Services	30	40	20	10	100
25	North Florida Professional Services	RFQ-1 General Engineering Services	30	30	12	10	82
26	PQH Group	RFQ-2 Architecture	30	36	18	10	94
27	Weston & Sampson	RFQ-1 General Engineering Services	30	30	18	10	88
28	Weston & Sampson	RFQ-2 Architecture	30	30	18	10	88
29	Weston & Sampson	RFQ-3 Landscape Architecture Services	30	30	18	10	88

Reviewer Name: 1

Signature: _____

Date: 11/1/2024

Signature: _____

Date: _____

City of Palatka
RFQ 2024-07 Continuing Services

	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity - Driving Distance less than or equal to 60 Miles (10 points) - Driving Distance greater than 60 miles and less than or equal to 100 miles (5 points)	TOTAL
1	Tocoi Engineering	General Engineering Services	27	35	15	10	87
2	Four Waters Engineering	General Engineering Services	28	35	15	10	88
3	Castle Bay Design Studio	Landscape Architecture Services	29	38	15	10	92
4	CHW	RFQ-1 General Engineering Services	28	35	15	10	88
5	CHW	RFQ-3 Landscape Architecture Services	28	35	15	10	88
6	Chen Moore and Associates	RFQ-1 General Engineering Services	28	35	18	10	91
7	Chen Moore and Associates	RFQ-3 Landscape Architecture Services	28	35	15	10	88
8	Crawford Murphy & Tily	RFQ-1 General Engineering Services	27	30	15	10	82
9	Crawford Murphy & Tily	RFQ-2 Architecture	28	30	15	10	83
10	Carnahan Proctor and Cross	RFQ-1 General Engineering Services	28	40	18	10	96
11	CPH Consulting, LLC	RFQ-1 General Engineering Services	29	36	16	10	91
12	CPH Consulting, LLC	RFQ-2 Architecture	29	37	16	10	92
13	Dredging and Marine Consultants	RFQ-1 General Engineering Services	27	30	16	10	83
14	EDA Consultants, Inc.	RFQ-1 General Engineering Services	29	38	18	10	95
15	Florida Technical Consultants, LLC	RFQ-1 General Engineering Services	25	30	18	5	78
16	Gulfstream Design Group, LLC	RFQ-1 General Engineering Services	26	35	15	10	86
17	Hanson	RFQ-1 General Engineering Services	30	40	18	10	98
18	JBPro	RFQ-1 General Engineering Services	28	35	18	10	91
19	JBPro	RFQ-3 Landscape Architecture Services	28	36	18	10	92
20	Jones Edmunds	RFQ-1 General Engineering Services	28	38	18	10	94
21	Matthews	RFQ-1 General Engineering Services	28	35	16	10	89
22	Matthews	RFQ-2 Architecture	27	34	16	10	87
23	Matthews	RFQ-3 Landscape Architecture Services	28	35	16	10	89
24	Marqui Latimer & Halback	RFQ-3 Landscape Architecture Services	30	40	18	10	98
25	North Florida Professional Services	RFQ-1 General Engineering Services	27	35	18	10	90
26	PQH Group	RFQ-2 Architecture	26	30	16	10	82
27	Weston & Sampson	RFQ-1 General Engineering Services	30	37	19	10	96
28	Weston & Sampson	RFQ-2 Architecture	29	38	18	10	95
29	Weston & Sampson	RFQ-3 Landscape Architecture Services	30	38	19	10	97

Reviewer Name: 2

Signature: _____

Date: 11/1/2024

Signature: _____

Date: _____

City of Palatka
RFQ 2024-07 Continuing Services

	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity - Driving Distance less than or equal to 60 Miles (10 points) - Driving Distance greater than 60 miles and less than or equal to 100 miles (5 points)	TOTAL
1	Tocol Engineering	General Engineering Services	25	33	15	10	83
2	Four Waters Engineering	General Engineering Services	26	32	12	10	80
3	Castle Bay Design Studio	Landscape Architecture Services	25	33	14	10	82
4	CHW	RFQ-1 General Engineering Services	27	35	18	10	90
5	CHW	RFQ-3 Landscape Architecture Services	25	34	17	10	86
6	Chen Moore and Associates	RFQ-1 General Engineering Services	28	33	15	10	86
7	Chen Moore and Associates	RFQ-3 Landscape Architecture Services	27	33	15	10	85
8	Crawford Murphy & Tily	RFQ-1 General Engineering Services	28	35	17.5	10	90.5
9	Crawford Murphy & Tily	RFQ-2 Architecture	24	32	14	10	80
10	Carnahan Proctor and Cross	RFQ-1 General Engineering Services	25	33	14	10	82
11	CPH Consulting, LLC	RFQ-1 General Engineering Services	28	37	18	10	93
12	CPH Consulting, LLC	RFQ-2 Architecture	24	32	15	10	81
13	Dredging and Marine Consultants	RFQ-1 General Engineering Services	23	33	14	10	80
14	EDA Consultants, Inc.	RFQ-1 General Engineering Services	24	34	18	10	86
15	Florida Technical Consultants, LLC	RFQ-1 General Engineering Services	24	31	12	5	72
16	Gulfstream Design Group, LLC	RFQ-1 General Engineering Services	23	33	14	10	80
17	Hanson	RFQ-1 General Engineering Services	25	37	16	10	88
18	JBPro	RFQ-1 General Engineering Services	24	32	14	10	80
19	JBPro	RFQ-3 Landscape Architecture Services	27	33	15	10	85
20	Jones Edmunds	RFQ-1 General Engineering Services	27	34	18	10	89
21	Matthews	RFQ-1 General Engineering Services	24	32	14	10	80
22	Matthews	RFQ-2 Architecture	25	32	13	10	80
23	Matthews	RFQ-3 Landscape Architecture Services	28	35	15	10	88
24	Marqui Latimer & Halback	RFQ-3 Landscape Architecture Services	29	38	18	10	95
25	North Florida Professional Services	RFQ-1 General Engineering Services	25	33	13	10	81
26	PQH Group	RFQ-2 Architecture	27	35	17	10	89
27	Weston & Sampson	RFQ-1 General Engineering Services	28	38	18	10	94
28	Weston & Sampson	RFQ-2 Architecture	24	33	13	10	80
29	Weston & Sampson	RFQ-3 Landscape Architecture Services	27	35	17	10	89

Reviewer Name: 3

Signature: _____

Date: 11/1/2024

Signature: _____

Date: _____

City of Palatka
RFQ 2024-07 Continuing Services

	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity - Driving Distance less than or equal to 60 Miles (10 points) - Driving Distance greater than 60 miles and less than or equal to 100 miles (5 points)	TOTAL
1	Tocoi Engineering	General Engineering Services					0
2	Four Waters Engineering	General Engineering Services					0
3	Castle Bay Design Studio	Landscape Architecture Services					0
4	CHW	RFQ-1 General Engineering Services					0
5	CHW	RFQ-3 Landscape Architecture Services					0
6	Chen Moore and Associates	RFQ-1 General Engineering Services					0
7	Chen Moore and Associates	RFQ-3 Landscape Architecture Services					0
8	Crawford Murphy & Tily	RFQ-1 General Engineering Services					0
9	Crawford Murphy & Tily	RFQ-2 Architecture					0
10	Carnahan Proctor and Cross	RFQ-1 General Engineering Services					0
11	CPH Consulting, LLC	RFQ-1 General Engineering Services					0
12	CPH Consulting, LLC	RFQ-2 Architecture					0
13	Dredging and Marine Consultants	RFQ-1 General Engineering Services					0
14	EDA Consultants, Inc.	RFQ-1 General Engineering Services					0
15	Florida Technical Consultants, LLC	RFQ-1 General Engineering Services					0
16	Gulfstream Design Group, LLC	RFQ-1 General Engineering Services					0
17	Hanson	RFQ-1 General Engineering Services					0
18	JBPro	RFQ-1 General Engineering Services					0
19	JBPro	RFQ-3 Landscape Architecture Services					0
20	Jones Edmunds	RFQ-1 General Engineering Services					0
21	Matthews	RFQ-1 General Engineering Services					0
22	Matthews	RFQ-2 Architecture					0
23	Matthews	RFQ-3 Landscape Architecture Services					0
24	Marqui Latimer & Halback	RFQ-3 Landscape Architecture Services					0
25	North Florida Professional Services	RFQ-1 General Engineering Services					0
26	PQH Group	RFQ-2 Architecture					0
27	Weston & Sampson	RFQ-1 General Engineering Services					0
28	Weston & Sampson	RFQ-2 Architecture					0
29	Weston & Sampson	RFQ-3 Landscape Architecture Services					0

Reviewer Name: 4

Signature: _____

Date: _____

Signature: _____

Date: _____

City of Palatka
RFQ 2024-07 Continuing Services

	Respondent	Discipline Area	Qualifications of the firm and its personnel (30 points)	Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)	Quality of the responses from the local government client references (20 Points)	Geographical proximity - Driving Distance less than or equal to 60 Miles (10 points) - Driving Distance greater than 60 miles and less than or equal to 100 miles (5 points)	TOTAL
1	Tocoi Engineering	General Engineering Services					0
2	Four Waters Engineering	General Engineering Services					0
3	Castle Bay Design Studio	Landscape Architecture Services					0
4	CHW	RFQ-1 General Engineering Services					0
5	CHW	RFQ-3 Landscape Architecture Services					0
6	Chen Moore and Associates	RFQ-1 General Engineering Services					0
7	Chen Moore and Associates	RFQ-3 Landscape Architecture Services					0
8	Crawford Murphy & Tily	RFQ-1 General Engineering Services					0
9	Crawford Murphy & Tily	RFQ-2 Architecture					0
10	Carnahan Proctor and Cross	RFQ-1 General Engineering Services					0
11	CPH Consulting, LLC	RFQ-1 General Engineering Services					0
12	CPH Consulting, LLC	RFQ-2 Architecture					0
13	Dredging and Marine Consultants	RFQ-1 General Engineering Services					0
14	EDA Consultants, Inc.	RFQ-1 General Engineering Services					0
15	Florida Technical Consultants, LLC	RFQ-1 General Engineering Services					0
16	Gulfstream Design Group, LLC	RFQ-1 General Engineering Services					0
17	Hanson	RFQ-1 General Engineering Services					0
18	JBPro	RFQ-1 General Engineering Services					0
19	JBPro	RFQ-3 Landscape Architecture Services					0
20	Jones Edmunds	RFQ-1 General Engineering Services					0
21	Matthews	RFQ-1 General Engineering Services					0
22	Matthews	RFQ-2 Architecture					0
23	Matthews	RFQ-3 Landscape Architecture Services					0
24	Marqui Latimer & Halback	RFQ-3 Landscape Architecture Services					0
25	North Florida Professional Services	RFQ-1 General Engineering Services					0
26	PQH Group	RFQ-2 Architecture					0
27	Weston & Sampson	RFQ-1 General Engineering Services					0
28	Weston & Sampson	RFQ-2 Architecture					0
29	Weston & Sampson	RFQ-3 Landscape Architecture Services					0

Reviewer Name: 5

Signature: _____

Date: _____

Signature: _____

Date: _____

MASTER CONSULTING SERVICES AGREEMENT

(Continuing service for General Engineering, Architecture and Landscape Architecture)

THIS MASTER CONSULTING SERVICES AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2024 (the "Effective Date"), by and between THE CITY OF PALATKA, with offices located at 201 N. 2nd Street, Palatka, Florida 32177 (hereinafter referred to as either "CITY"), and WESTON & SAMPSON, INC., with offices located at 1520 Royal Palm Square Blvd Ste 260, Fort Myers, FL 33919 (hereinafter referred to as "WESTON & SAMPSON."). Collectively, the CITY and WESTON & SAMPSON are hereinafter referred to as "the Parties" of this agreement.

Witnesseth:

WHEREAS, the CITY desires WESTON & SAMPSON to provide certain professional consulting services as described in Exhibit A (RFQ 2024-07 Continuing Services) and in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, here agree as follows:

1. Provision of Services/Method of Project Authorization

1.1 This Agreement provides the terms upon which the CITY may avail itself of the professional consulting services of WESTON & SAMPSON from time to time over the period of time specified hereinafter. An introduction to these services is attached to this Agreement as Exhibit A, entitled RFQ 2024-07 Continuing Services.

1.2 WESTON & SAMPSON shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description. Scope of Services, Project Schedule, Deliverables, Compensation Terms, and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Exhibit B, entitled "Sample Work Order." In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services of Project involved.

1.3 Should CITY issue a purchase order or other instrument related to WESTON & SAMPSON's Services, it is understood and agreed that such document is for the CITY's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If CITY does issue a purchase order number or other similar instrument, it is understood and agreed that WESTON & SAMPSON shall indicate the purchase order number on the invoices sent to CITY.

1.4 Since WESTON & SAMPSON has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by CITY to estimate project construction costs. WESTON & SAMPSON's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, WESTON & SAMPSON cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If CITY wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by CITY will be considered Additional Services and entitle WESTON & SAMPSON to additional compensation which shall be negotiated and mutually agreed upon by the Parties.

1.5 If the Services are to include services during construction, any resident engineering, construction inspection or testing provided by WESTON & SAMPSON is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. WESTON & SAMPSON neither guarantees nor insures any contractor's work nor assumes sole and complete responsibility for Project site conditions during the course of construction of the Project, including safety of all persons and property.

The Services shall be performed by WESTON & SAMPSON utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than that as expressly set forth herein, WESTON & SAMPSON makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this Agreement.

2. CITY'S Responsibilities

2.1 City shall provide full information regarding its requirements for the Services of Projects and shall arrange for WESTON & SAMPSON, its' agents' and Consultants' access to the site of work.

2.2 CITY shall designate a representative authorized to act on its behalf with respect to the Services or Project. CITY's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by WESTON & SAMPSON or furnish information required of CITY and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of WESTON & SAMPSON's Services.

2.3 CITY shall provide WESTON & SAMPSON, its' agents and sub-consultants access to its records to the extent necessary to perform WESTON & SAMPSON's obligations hereunder. If any off-site investigations are required, it shall be CITY's responsibility to secure the required access rights from site owners.

3. *Effective Date and Purpose of Agreement*

The Effective Date of the Agreement is _____. The parties hereto agree that under this Agreement, WESTON & SAMPSON will provide professional consulting services of a specified nature as described in Attachment A 2021-01 Continuing Services, attached hereto and incorporated as if fully set forth herein, when and if the CITY requests WESTON & SAMPSON to provide such services. This is a continuing contract pursuant to Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act) and may be terminated without cause by either party as provided herein.

4. *Compensation and Method of Payment*

4.1 CITY shall compensate WESTON & SAMPSON for the Services on the basis as set forth herein and in each separately issued Work Order.

4.2 WESTON & SAMPSON shall pay all applicable sales taxes; or the CITY shall provide to WESTON & SAMPSON its tax exemption information, where appropriate.

4.3 WESTON & SAMPSON shall invoice CITY monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable in accordance with the Florida Prompt Payment Act (Sec. 218.70, et seq., Fla Stats.). CITY shall notify WESTON & SAMPSON in writing of any disputed amount contained in an invoice within thirty (30) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due WESTON & SAMPSON under this Agreement is due and payable at WESTON & SAMPSON's offices in _____ (or at such other location as may be specified by WESTON & SAMPSON in writing).

4.5 If CITY fails to make any payment due WESTON & SAMPSON for Services and Reimbursable Expenses within forty-five (45) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due WESTON & SAMPSON shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the forty fifth (45th) day; and, in addition, WESTON & SAMPSON may, after giving seven (7) days written notice to CITY, suspend Services under this Agreement until WESTON & SAMPSON has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without WESTON & SAMPSON incurring liability due to such suspension.

4.6 The CITY, in its' sole discretion, will determine the method of payment for services under this Agreement. These payments may include traditional payment (by check or wire transfer) or standard payment (by Credit Card). WESTON & SAMPSON agrees to accept payment by either means and no additional surcharges or fees will be considered or paid to WESTON & SAMPSON. WESTON & SAMPSON will be responsible for credit card interchange fees.

5. *Delays/Charges*

5.1 Any delay or default in the performance of any obligation of WESTON & SAMPSON under this Agreement resulting from any cause beyond WESTON & SAMPSON's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of WESTON & SAMPSON as long as performance is delayed or prevented thereby, and the compensation due WESTON & SAMPSON hereunder shall be equitably adjusted.

5.2 During the performance of Services hereunder, the CITY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that Changes require the preparation of additional drawings and/or specifications, or require additional services by WESTON & SAMPSON, then, upon completion of such additional services, WESTON & SAMPSON shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. *Direct Personnel Expenses Defined*

Direct Personnel Expenses are defined as the cost of salaries of employees of WESTON & SAMPSON engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holiday, vacations, pensions, and similar benefits. Exhibit C attached hereto is the schedule of hourly costs for each position within WESTON & SAMPSON.

7. *Reimbursable Expenses Defined*

Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by WESTON & SAMPSON, its employees, or its sub-consultants in the interest of the Services of Project, including but not limited to:

Sub-consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproductions and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other material and expendable supplies directly used with respect to the Project.

8. *Insurance*

8.1 WESTON & SAMPSON shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the CITY, and has named the CITY as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall WESTON & SAMPSON allow any sub-consultant to commence work under this Agreement until all similar insurance required of the sub-consultant has been obtained.

Insurers shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and do business in the State of Florida. Insurers shall have at least a Policy Holder Rating of A and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the CITY in writing.

8.2 WESTON & SAMPSON's insurance, and the insurance of any other party bound to WESTON & SAMPSON, shall be considered primary. CITY's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

8.3 Loss Deductible: CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of WESTON & SAMPSON.

8.4 Sub-consultants' Insurance: WESTON & SAMPSON shall require each of its sub-consultants to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of its sub-consultants as required in this Section 8.

8.5 Certificate of Insurance: The CITY shall be furnished proof of insurance coverage as follows.

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the CITY and a copy to WESTON & SAMPSON at least thirty (30) days prior to any reduction in coverage, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as reasonably approved by the CITY and such Certificate shall clearly state all the coverage required in this Section 8.
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of WESTON & SAMPSON's obligations to fulfill the requirements of this Article.

8.6 Workers' Compensation Insurance: WESTON & SAMPSON shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement. In the event any work is subcontracted, WESTON & SAMPSON shall require the sub-consultant similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by WESTON & SAMPSON. WESTON & SAMPSON may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the CITY in writing. Such insurance or waiver shall comply with the

Florida Workers' Compensation law. In case any class of work conducted under this agreement is not protected under this agreement the Workers' Compensation statute, WESTON & SAMPSON shall provide adequate insurance, satisfactory to the CITY for the protection of employees not otherwise protected.

8.7 Liability Insurance: WESTON & SAMPSON shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by WESTON & SAMPSON. The amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include premises, operations, products, completed operations, independent contractors contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.

If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability
 - Minimum Coverage is \$1,000,000 per occurrence
 - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

8.8 Professional Liability Insurance: During the term of this Agreement, WESTON & SAMPSON will carry Professional Liability insurance which will cover liability for any claim or non-performance on account of any error, omission, or other provable negligence caused by WESTON & SAMPSON. The amount of insurance shall not be less than \$1,000,000 per claim and aggregate. The CITY may require a higher limit as mutually agreed with WESTON & SAMPSON for specific Work Orders.

9.0 Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, WESTON & SAMPSON shall be compensated, as provided herein, for Services performed through the date of receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than ninety (90) consecutive days, WESTON & SAMPSON may be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses the due. When the Project is resumed, WESTON & SAMPSON's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of WESTON & SAMPSON's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by WESTON & SAMPSON during the term of this Agreement and produced in conjunction with an executed task order shall become property of the CITY.

10.2 Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as "hard copies") that are signed and sealed by WESTON & SAMPSON. Electronic files of text, data, graphics, or other types that are furnished by WESTON & SAMPSON ("Electronic Deliverables") to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the CITY's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 CITY agrees that it shall perform acceptance tests or procedures on the Electronic Deliverables within the ninety (90) day acceptance period and such errors shall be corrected by WESTON & SAMPSON. In the event that CITY does not inform WESTON & SAMPSON of any errors within the ninety (90) day acceptance period, CITY shall be deemed to have accepted the Electronic Deliverables and WESTON & SAMPSON shall not be responsible to cure any errors thereafter. WESTON & SAMPSON shall not be responsible to maintain documents stored in EODM format after CITY acceptance.

10.4 When transferring Electronic Deliverables, WESTON & SAMPSON makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by WESTON & SAMPSON at the beginning of this Project.

11. Indemnification

11.1 WESTON & SAMPSON agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of WESTON & SAMPSON, in the performance of this Agreement. WESTON & SAMPSON's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of WESTON & SAMPSON against the CITY, and WESTON & SAMPSON hereby waives its entitlement, if any,

to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitation set forth in this Section, WESTON & SAMPSON shall assume control of the defense of any claim asserted by a third party against the CITY due to the negligence, recklessness, or intentionally wrongful conduct of WESTON & SAMPSON, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by WESTON & SAMPSON and, in connection with such defense, shall appoint lead counsel, in each case at WESTON & SAMPSON's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving WESTON & SAMPSON of any of its obligations hereunder. If WESTON & SAMPSON assumes control of the defense of any third party claim in accordance with this paragraph, WESTON & SAMPSON shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, WESTON & SAMPSON shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the CITY's reputation, (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) WESTON & SAMPSON has failed or is failing to prosecute or defend vigorously the third party claim.; Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. WESTON & SAMPSON expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11.2 WESTON & SAMPSON's Status as an Independent Contractor: That status of WESTON & SAMPSON under this Agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the CITY and WESTON & SAMPSON, nor shall WESTON & SAMPSON be an agent of the CITY.

11.3 Waiver of Subrogation: The CITY and WESTON & SAMPSON waive all rights against each other for damages caused by perils covered by insurance provided under this Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and WESTON & SAMPSON as trustees. WESTON & SAMPSON shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

The CITY and WESTON & SAMPSON waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property

insurance. WESTON & SAMPSON shall require similar waivers from all sub-consultants and their subcontractors and suppliers.

If the insurance policies referred to in Section 8 above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

12. *Equal Opportunity Employer*

WESTON & SAMPSON is an equal opportunity employer. WESTON & SAMPSON does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

13. *Contingent Fees*

WESTON & SAMPSON warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for WESTON & SAMPSON, whose fee, commission, percentage, gift, or other consideration from WESTON & SAMPSON is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. *Construction*

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida (but excluding the choice of law rules thereof)

15. *Waiver of Jury trial*

CITY and WESTON & SAMPSON hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.

16. Dispute Costs

In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expensed and attorneys' fees, as determined by a court of competent jurisdiction, which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every state of any such proceedings from the time such dispute first arises through trial, or other proceedings and all appellate process.

17. Successors and Assigns

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

18. Entire Agreement

This Agreement and the Attachments hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CITY or WESTON & SAMPSON unless reduced to writing and signed by both Parties.

The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. Partial Invalidity

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Notices

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail; postage prepaid, or sent by reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To CLIENT:

Marcia Carty

City of Palatka

102 N. 2nd Street

Palatka, FL 32177

To CONSULTANT:

WESTON & SAMPSON

21. No Partnership

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between CITY and WESTON & SAMPSON, and they are and shall remain independent contractors one as to the other.

22. Counterparts

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

23.1 WESTON & SAMPSON will not act as consultant for the development of any real, private property within the current boundaries of the City of Palatka without prior written consent from CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

CITY

CITY OF PALATKA

By: _____

Typed Name: Roberta M. Correa

Title: Mayor

Attest:

By: _____

Typed Name: Sunni Krantz

Title: Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

Valeria Bland Thomas, City Attorney

"WESTON & SAMPSON"

WESTON & SAMPSON

By: _____

Typed Name: _____

Title: _____

Attest:

By: _____

Typed Name: _____

Title: _____

[CORPORATE SEAL, optional]

Attachments:

EXHIBIT A, RFP 2024-07



Request for Qualifications (RFQ) 2024-07
CONTINUING ENGINEERING, ARCHITECTURE AND LANDSCAPE ARCHITECTURE

The City of Palatka is seeking statements of qualifications from qualified firms licensed in the State of Florida to provide engineering, architecture, and landscape architecture services on an as-needed basis in accordance with the Section 287.055 Florida Statutes (Consultants' Competitive Negotiation Act). All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning this RFQ.

Advertisement Date: May 22, 2024

Due Date: **June 28, 2024 2:00 PM**

Contact: Jonathan Griffith
jcgriffith@palatka-fl.gov

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original, three (3) copies and one (1) digital copy on CD or memory stick in Adobe PDF format in a sealed envelope marked “**RESPONSE TO REQUEST FOR QUALIFICATIONS RFQ 2024-07**”. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages. Forms required by this RFQ, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. All questions shall be emailed to the contact listed above, and all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the RFQ process and to award the contract(s) in the best interest of the City.

The City intends to develop a list of pre-qualified firms or individuals to employ as projects develop and when the City is in need of certain professional services contained herein. A committee will evaluate respondent's submittals against evaluation criteria in order to reduce the total number of submittals to a qualified short-list of firms. Short listed firms may be invited to make presentations for final evaluation.

The Scope of the general consulting work will consist of the following specific discipline areas. Respondents are required to clearly mark on the outside of their packages and cover sheets what discipline areas they are responding to.

Discipline Areas:

RFQ-1 General Civil Engineering - potable, sanitary, storm water, environmental, marine and transportation

RFQ-2 Architecture

RFQ-3 Landscape Architecture

Firms may submit qualifications for any and/or all discipline areas depending on the capabilities and expertise of the firm and contracts to the qualified firms may be awarded separately by the City. If you propose a joint venture or use outside professional services for any of the discipline areas, all such information must be included in the Submittal Package. Firms shall submit one package and clearly identify on the envelope and cover page of their submittals which service areas they are submitting for.

Selection Procedure:

The evaluation and recommendation committee shall be responsible for short-listing the most qualified firms. The committee may request additional or clarifying information from any responder. Short-listed firms may be invited to appear in front of the committee and/or City Commission for oral presentations and/or discussion (Q&A).

- Qualifications of the firm and its personnel (30 points)
- Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)
- Quality of the responses from the local government client references (20 Points)
- Geographical proximity (10 points)
 - Driving Distance $\leq$ 60 Miles (10 points)
 - Driving Distance $>$ 60 miles $<$ 100 miles (5 points)

Responses should be both thorough and concise, detailing experience, personnel, and references relative to the discipline areas mentioned above, and must demonstrate the ability to provide the required services.

Contracting and Payment:

Work will be performed under a *non-exclusive* Agreement to Furnish Professional Services contract negotiated between each party and the City of Palatka, with Task/Work Orders developed for individual projects.

It is anticipated that the Agreement to Furnish Professional Services will have an initial duration of three (3) years with an option to extend for an additional two (2) one (1) year terms. There is no assurance that a selection will lead to specific projects during that time frame.

Services contract(s) and task/work orders may be subject to grant/loan award and release of funds by the funding agency.

Proposal Package:

The Proposal Package shall contain the following information behind tabs identified as A-I:

	Cover Letter and Contact Sheet – Exhibit A
TAB A	Qualifications and Experience
TAB B	Description of government projects
TAB C	Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested
TAB D	Three (3) current references directly related to the requirements of this RFQ Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and <u>email address</u> . (Letters of reference are highly preferred by the City.)
TAB E	Geographical proximity – Respondents must submit documentation of the shortest driving distance in miles from the respondent's office location to 201 North Second Street, Palatka, FL 32177
TAB F	Public Entity Crimes Statement - Exhibit B
TAB G	Drug Free Workplace Certification - Exhibit C
TAB H	E-Verify Statement - Exhibit D
TAB I	Respondent's Certification –Exhibit E

General Terms and Conditions:

A. Fund Availability.

Any contract resulting from this solicitation is deemed effective only to the extent that funds are available. The City of Palatka abides by the provisions set forth in Florida Statutes relative to the appropriation of funds.

B. Professional Regulation.

Attach a copy of the current Florida Department of Professional Regulation License(s) registration with the appropriate Board(s) for your firm and each of the license numbers.

C. Permits, Licenses, or Fees.

Any permits, licenses, or fees required will be the responsibility of the proposer. The City of Palatka will not entertain separate payment for these items.

D. Taxes.

The City of Palatka does not pay Federal excise or State sales taxes. Please refrain from including taxes in any billing resulting from a contract issued under this RFQ document.

E. Governing Laws and Venue.

Any contractual arrangement between the City of Palatka and the proposer shall be consistent with, and be governed by, the ordinances of the City, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Putnam County, Florida.

F. Conflict of Interest.

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Palatka officer or employee who owns, directly or indirectly, an interest

of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

G. Additional Terms and Conditions.

No additional terms and conditions included with the proposal response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFQ and the respondent's authorized signature affixed to the response's signature section attests to this.

H. Indemnification.

The Consultant agrees to assume liability for and indemnify, and hold harmless the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

I. Insurance

The Consultant shall not commence any Work until he has obtained all of the following applicable types of insurance and such insurance has been approved by the City, has named the City as an additional insured by separate written endorsement, except for Workers' Compensation Coverage and Consultant Liability, nor shall the Consultant allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the City in writing.

The Consultants' insurance, and the insurance of any other party bound to the Consultant, shall be considered primary. The City's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions.

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such

provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Palatka for the Consultant 's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Palatka.

Certificates of Insurance and the insurance policies required shall contain a provision under General Liability, Auto Liability and Excess Liability to include the City of Palatka as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms may be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the project and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

The failure of the City of Palatka to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Palatka of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

Loss Deductible

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s),

penalty(s) or self-insured retention(s).

Subcontractor's Insurance

Consultant shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Excess Liability insurance coverage meeting the same limit and requirements as the Consultant's insurance.

Consultant shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the City and a copy to the City's Representative at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the City and such Certificate shall clearly state all the coverages required in this Article
- If requested by the City, the Consultant shall furnish complete copies of his/her and any Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance

The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and any Work which is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Subcontract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident \$100,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$100,000 Each Employee

If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

In case any class of contract at the Project Site is not protected under the Workers' Compensation statute, the Consultant shall provide adequate insurance, satisfactory to City for the protection of employees not otherwise protected.

Longshoreman’s Insurance (If Applicable)

The Contractor shall take out and maintain insurance coverage as required to comply with the United States Longshore and Harborworkers’ Act (USL&H) for all employees covered by USL&H. Contractor shall require that Subcontractor similarly provide USL&H insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

Liability Insurance

The Consultant shall take out and maintain Commercial General Liability and Commercial Automobile Liability Insurance as shall protect City from claims for damage, for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by him/herself or by anyone directly or indirectly employed by him/her, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability

The Consultant shall purchase and maintain at the Consultant’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form). Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this Agreement, contracts and leases, broad form property damage coverages, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Section, it shall not be more restrictive than the underlying insurance policy coverages.

Commercial Automobile Liability:

The consultant shall purchase and maintain at the contractor’s expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	\$1,000,000 Each Accident
OR	
Split Limits	\$500,000 Bodily Injury-Per Person
	\$1,000,000 Bodily Injury-Per Accident
	\$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-City and hired automobiles and employee non-ownership use.

Excess Liability Insurance

The Consultant shall purchase and maintain at the contractor's expense Excess Liability (Umbrella Form) insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

Property Insurance

This additional coverage will be required if the contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Consultant shall provide Builder's Risk insurance or an Installation Floater.

The minimum amount of insurance shall be 100% of the completed value of such addition(s), building(s), or structure(s), or the installed replacement cost of value.

Builder's Risk Coverage (if applicable)

The Consultant shall take out and maintain a "Builder's Risk Policy" completed value form issued to provide coverages on a "all risk" basis, including:

- Theft Coverage, and flood insurance where specified in the Contract Documents.
- A waiver of any co-insurance or deductible requirements.
- Off-site storage, transit and installation risks.
- Coverage of the interests of all parties, including the Consultant, City, Subcontractors, Sub-subcontractors and suppliers.
- A provision that the coverage shall not be lapsed or canceled due to occupancy by the City prior to final acceptance and payment by the City.
- The City of Palatka is named as an additional insured.

Consultant Liability Insurance.

During the term of this agreement, the Consultant will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Consultant. The amount of insurance shall not be less than \$1,000,000 per occurrence and aggregate. The City of Palatka may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

J. Public Entities Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity;

and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in category two, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Palatka in accordance with all Florida Statutes.

K. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

L. Drug-Free Workplace.

By signature on this solicitation, and completion of the Drug-Free Workplace form, the proposer certifies that it is qualified to do business with the City Palatka and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

M. Equal Opportunity.

The City of Palatka recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

N. Lobbying.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Commission Member and/or any requesting or evaluating Department/Office personnel during said black-out period. All questions and procedural matters shall be directed to the City Manager. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

O. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office at 386-329-0100 ext. 211.

P. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the Proposer and shall not be passed on to, or be borne by, the City.

Q. Federal Grant Money.

In the event a project is funded with federal grant monies, Engineer may not participate in the RFQ if Engineer is listed in the Excluded Parties List System (EPLS) a federal suspension

and debarment listing. <https://www.epls.gov/epls/search.do> . Engineer shall include copy of search results with their proposal.

EXHIBIT “A”



CONTACT SHEET

CITY OF PALATKA, FL

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Cell Phone: _____

Email: _____

Submitted By: _____

Title: _____

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

***See preferred method of payment under “Prompt Payment Act” section of the General Conditions**

EXHIBIT "B"



CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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 City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length

agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding thirty six (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 the state or of the United States with the legal power to enter into a binding contract for 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)
- ☐ 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 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. (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 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.)

Signature

Date:

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20 ____, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

EXHIBIT “C”



DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

CELL PHONE: _____ EMAIL: _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT “D”



E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Contact Name (Print): _____

Authorized Signature: _____

Title: _____

Date: _____

EXHIBIT “E-1”



RESPONDENT’S CERTIFICATION

I have carefully examined the Request for Qualification (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No. Addendum Date

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.
2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.
4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka, City Manager.

I further certify, under oath, that this qualification is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Name (Print)

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20 ____, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

EXHIBIT “E-2”



CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: _____

Printed Name & Title: _____

Authorized Signature: _____

Date: _____

ADOPT RESOLUTION 2024-R-254 authorizing an extension to pay the reduced code enforcement lien (604 Bronson Street)
Address: 604 Bronson St.
Parcel No.: 42-10-27-6850-0770-0060
Applicant: Earl & LaTanya Battles

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Applicants request a six (6) month extension of time to pay the reduced code enforcement lien of \$2500.

BACKGROUND

On August 26, 2022, the City of Palatka Special Magistrate imposed a “Findings of Fact, Conclusions of Law and Order” in Case Number 2021-014 on the property located at 604 Bronson Street, Palatka, and owned by Earl & LaTanya Battles. The total lien amount was \$26,322.62. This City Commission agreed on September 12, 2024 to reduce the fine to \$2,500. The Battles have requested a six month period of time to pay the reduced fine amount.

PROJECT ANALYSIS

Staff Recommendation

Approve extension and adopt resolution.

ATTACHMENTS

1.	604 Bronson Reduction in Code Enforcement Lien Res Extension
2.	2024-R-182 REDUCTION OF THE CODE ENFORCEMENT DAILY AND ACCUMULATED FINES FEES AND LIENS ASSESSED FOR CODE ENFORCEMENT COMPLAINT CASE NUMBER 2021-014 O

RESOLUTION NO. 2024-R-254

**A RESOLUTION OF THE CITY OF PALATKA,
GRANTING AN EXTENSION OF TIME TO PAY THE
REDUCED CODE ENFORCEMENT LIEN ASSESSED FOR
CODE ENFORCEMENT COMPLAINT CASE NUMBER
2021-014 ON 604 BRONSON STREET, PALATKA,
FLORIDA; PROVIDING AN EFFECTIVE DATE;
AUTHORIZING A RELEASE OF THE LIEN UPON
PAYMENT; AND PROVIDING FOR SCRIVENER'S
ERRORS**

WHEREAS, on August 26, 2022, after due notice was provided to the property owner of 604 Bronson Street, Palatka, owned by Earl & LaTanya Battles, the City of Palatka Special Magistrate imposed a “Findings of Fact, Conclusions of Law and Order” in Case Number 2021-014, and recorded in the Official Records Book of Putnam County, Florida, Book number 1632, and Page Number 1712, Dated August 21, 2021.

WHEREAS, the property owner has met the requirements to bring the property into compliance per the City of Palatka’s municipal code set forth in the Findings of Facts and Conclusions of Law and Order; and,

WHEREAS, the property was brought into compliance after the compliance date set forth in the Findings of Facts and Conclusion of Law; and,

WHEREAS, a completed Guidelines for Code Enforcement Fine/Lien Reduction was completed and submitted by the property owners; and on September 12, 2024, the City Commission agreed to reduce the fine of \$26,322.62 to \$2,500 to be paid within 60 days. Failure to make the payment of the total reduced fine amount by the stated deadline will result in the reinstatement of the original total amount of the liens and fees; and,

WHEREAS, Earl and LaTanya Battles have requested a six (6) month extension to pay the \$2,500 in full; and,

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka and its citizens to grant an extension to pay the \$2,500 fine payment until June 12, 2025 for the full payment of fines/fees and liens imposed upon 604 Bronson Street, Palatka by the Palatka Special Magistrate.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that

- a) the Code Enforcement daily and accumulated fines/fees and liens levied against 604 Bronson Street that was previously reduced to \$2,500 may now be paid in full no later than June 12, 2025. Failure to make the payment of the total reduced fine amount by the state deadline will result in the reinstatement of the total amount of the liens and fines; and
- b) the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2024

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

RESOLUTION NO. 2024-R-182

**A RESOLUTION OF THE CITY OF PALATKA,
GRANTING A REDUCTION OF THE CODE
ENFORCEMENT DAILY AND ACCUMULATED
FINES/FEEES AND LIENS ASSESSED FOR CODE
ENFORCEMENT COMPLAINT CASE NUMBER 2021-014
ON 604 BRONSON STREET, PALATKA, FLORIDA;
PROVIDING AN EFFECTIVE DATE; AUTHORIZING A
RELEASE OF THE LIEN UPON PAYMENT; AND
PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, on August 26, 2022, after due notice was provided to the property owner of 604 Bronson Street, Palatka, owned by Earl & LaTanya Battles, the City of Palatka Special Magistrate imposed a "Findings of Fact, Conclusions of Law and Order" in Case Number 2021-014, and recorded in the Official Records Book of Putnam County, Florida, Book number 1632, and Page Number 1712, Dated August 21, 2021.

WHEREAS, the property owner has met the requirements to bring the property into compliance per the City of Palatka's municipal code set forth in the Findings of Facts and Conclusions of Law and Order; and,

WHEREAS, the property was brought into compliance after the compliance date set forth in the Findings of Facts and Conclusion of Law; and,

WHEREAS, a completed Guidelines for Code Enforcement Fine/Lien Reduction was completed and submitted by the property owners; and

WHEREAS, as of this date the accumulation of fines is the amount of \$26,322.62.

WHEREAS, pursuant to the Guidelines for Code Enforcement Fine/Lien Reduction, City Staff recommends the reduction of all Code Enforcement liens and fines as imposed by Findings of Fact, Conclusions of Law and Order to be reduced to the amount of \$2,500 subject to the stipulation that the \$2,500 payment is paid to the City of Palatka within 60 days of this resolution commencing on September 12, 2024. Failure to make the payment of the total reduced fine amount by the herein stated deadline will result in the reinstatement of the original total amount of the liens and fees; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka and its citizens to reduce the daily and accumulated fines/fees and liens imposed upon 604 Bronson Street, Palatka by the Palatka Special Magistrate.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that

- a) the Code Enforcement daily and accumulated fines/fees and liens levied against 604 Bronson Street per Findings of Fact, Conclusions of Law recorded on August 21, 2021 shall be and is hereby reduced and relieved subject to the stipulations of payment in the amount of \$2,500 to the City of Palatka within 60 days commencing on September 12, 2024; and
- b) the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of September, 2024



CITY OF PALATKA

By: For W. Corra Its MAYOR

ATTEST:

[Signature]
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CW
CITY ATTORNEY

Ronald Brown
Special Magistrate



TROY BELL
City Manager

Eddie Cutwright
Community Affairs Director

Jane West, Esq.
City Attorney

David Green
Code Enforcement Officer

Christy Lowe
Code Enforcement Officer

Special Magistrate Hearing meeting 3rd Tuesday
of each month at 1.30 p.m.

APPLICATION FOR LIEN REDUCTION

*Note, property MUST be in compliance. A lien reduction will not be processed unless all violations are in compliance. Do not submit an application for lien reduction if code violations still exist.

Date of request: 08/21/24 Case #: 2021014

Applications must be submitted no less than fifteen (15) days prior to the next regularly scheduled Special Magistrate hearing. Special Magistrate hearings are held on the third Tuesday of every month.

Applicant information: Earl + LATANYA BATTLES

Requestor: Earl + LATANYA BATTLES

Affiliation with property:
(i.e.: owner, broker, etc.)

Address where correspondence should be sent:

604 BRONSON ST.
PALATKA FL 32177
City State Zip Code

Phone Number: (386) 916-0703 (386) 336-3962

E-mail address: BATTLES Earl @ G-mail . Com

Property information:

Property address: 604 BRONSON ST.
PALATKA FL 32177
City State Zip Code

Parcel Identification Number: 42-10-27-6850-0770-0060

Is the property vacant: Yes No If yes, for how long?

Full Name of Owner: Earl + LATANYA
If you are not the owner, attach authorization to be acting on behalf of the owner to this application.

1. Is property currently owned by a bank or a trust? Yes ☒ No

Name of Bank/Trust: _____

2. Does the bank/trust have interest in other properties? Yes ☐ No ☐

3. Was the property that is subject of this request foreclosed? Yes ☐ No ☒

4. Is this property the subject of bankruptcy? Yes ☐ No ☒ (If yes, attach judgment)

5. Was this property acquired through a tax deed? Yes ☐ No ☒

6. Are there any liens, other than the City of Palatka's lien(s), on this property? Yes ☐ No ☒ (If yes, attach liens)

7. Is this property under contract to be sold? Yes ☐ No ☒ (If yes, what is the estimated closing date? _____.)

*Note: There are no assurances the settlement process will be able to meet your closing timeframe. Please allow sufficient time for the lien settlement process.

8. Does the applicant own other property in the City of Palatka? Yes ☐ No ☒
If yes, are there active code enforcement cases or liens on any of those properties? Yes ☐ No ☐

9. Has the applicant previously requested a lien reduction on this property or another property in the City of Palatka? Yes ☐ No ☒

10. Is the applicant the owner of the property when the lien was placed on the property? Yes ☒ No ☐

If not, did the applicant have knowledge of the lien prior to taking title to the property? Yes ☐ No ☐ If no, explain why: _____

11. What was the approximate cost of correcting the violation(s)? \$ 1

12. What is the tax assessed value of the property? \$ _____

FINE AMOUNT DUE as of the date of the application for lien reduction: \$ _____

Daily fine (if applicable): \$ _____

Please describe your situation: (Include any factors such as economic, physical, mental, that may demonstrate a hardship. You may attach any additional documents for consideration)

Hurricane disaster, FEMA was responsible for Tree & house
But they failed it took years for them to correct. I'm a disabled
veteran with physical and mental health problems. which
MAKES me Permanent and Total 100% disabled. I stated from

Under penalty of perjury, the undersigned swears or affirms that the information provided in this application is true and correct; and further acknowledges that I was given an opportunity to ask questions regarding the procedures. The beginning

\$250 for yard service & CAR REMOVAL
CLEANUP

Earl Battler
Applicant's Signature

Date: Aug. 21, 2024

State of Florida
County of Putnam

The foregoing was sworn and subscribed before me on this 21 day of August, 2024, by Earl Battler, who is personally known to me/or who has produced FL DL as identification and appeared before me at the time of notarization.

Notary
Seal



Linda Fuller
Notary Public Signature

Linda Fuller
Notary Public – print name

Prepared by:
Erin Hewes, City of Palatka
205 N 2nd Street, Palatka, FL 32177

CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,
vs
Latanya Battles + Earl Battles
TIC c/o Latanya Battles, Respondent(s)

COMPLAINT NO. 2021014

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Special Magistrate for public hearing on March 18, 2021, after due notice to the Respondent; and, the Code Enforcement Officer having received sworn testimony and evidence at said hearing; it is now,

DETERMINED THAT:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- a) The Respondent(s) is the owner of property described as 604 Bronson Street, Putnam County Tax parcel number 42-10-27-6850-0770-0060, located within the City of Palatka, Putnam County, Florida.
- b) Conditions at the property at issue constituted violations of Municipal Code City of Palatka, Florida Section: Section 30-32(a). Prohibited Conditions and Public Nuisances. Description: Roof and siding. Section 30-63. Declaration of Public Nuisance. Description: Abandon vehicle.
- c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

IT IS ACCORDINGLY ORDERED THAT:

II. ORDER:

- a) The Respondent(s) shall correct the conditions which constitute the code violations described above on or before the 17th day of May, 2021, or if said conditions are not corrected, a fine in the amount of \$ 50.00 per day is hereby assessed and levied on the above-described property, effective on the 18th day of March, 2021, to continue until the conditions are corrected.
- b) Administrative costs will be assessed after the property is brought into compliance.
- c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

DONE AND ORDERED this 18th day of March 2021, at Palatka, Putnam County, Florida.

SPECIAL MAGISTRATE FOR THE CITY OF PALATKA, FLORIDA

BY

Ronald Brown, Esq.

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by ☐ certified mail, ☐ first class mail, to the Respondent and/or authorized representative at 604 Bronson Street, Palatka, FL 32177 this 18th day of March, 2021



CITY OF PALATKA, FLORIDA

I hereby certify that this document is a true, complete and correct copy of a document on file in the Office of Community Affairs as of this date.

By: Erin Hewes
Title: City Clerk
Date: 8/23/2021

Erin Hewes
Code Enforcement Assistant

**ADOPT RESOLUTION 2024-R-249 granting a special events permit to Fishing with Jim Austin
Tournament Trail February 14 - 15, 2025 at the Palatka Riverfront
Situational awareness**

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Please see the attached application for a fishing tournament.

BACKGROUND

PROJECT ANALYSIS

Special events team met and agreed upon the requests.

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	Fishing with Jim Austin 2025 resolution 02/15/2025
2.	Fishing with Jim Austin Tournament Trail application 02/15/2025

RESOLUTION NO. 2024-R-249

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO FISHING
WITH JIM AUSTIN TOURNAMMENT TRAIL FOR THE
FISHING WITH JIM AUSTIN TOURNAMMENT TRAIL;
SETTING FORTH THE PROVISIONS OF THE PERMIT;
GRANTING PERMISSION FOR THE USE OF THE CITY
DOCKS; AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, Fishing with Jim Austin Tournament Trail made an application to the City of Palatka for a special event permit, Fishing with Jim Austin Tournament Trail to be held February 14 – 15, 2024; and

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: That Special Events Permit for, Fishing with Jim Austin Tournament Trail is hereby granted to Dan Bojo, Fishing with Jim Austin Tournament Trail with the following provisions and stipulations:

- a.** A Class “C” Special Events Permit is hereby granted for the event to be held February 14 - 15, 2025, during the hours provided in the application;
- b.** The organization is allowed to use certain City docks during the hours specified in the permit.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 12th day of December 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Changed 2-15-25



Date Received: 6-13-24

Permit Classification: C

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Dan Bojo
Address: 12380 Cherokee Dr Email: dlbojo@yahoo.com
Northport, AL 35475 Phone: 205-333-5448
2. Secondary Contact: Jim Austin
Address: 5250 Island Dr Email: jimleeaustin@yahoo.com
Stone Mtn, GA 30087 Phone: 770-912-6364
3. Event Sponsor/Organization: Fishing with Jim Austin Tournament Trail
Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Fishing with Jim Austin Tournament Trail
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
Bass tournament
6. Event Location (911 Address): Palatka City Landing
7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
N/A from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____
from _____ to _____

8. Onsite representatives during the event:

Name: Jim Austin Cell Phone: 770-912-6364
 Name: _____ Cell Phone: _____

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

¹⁴
~~02/24/25~~ 02/25 3:00 to 5:00 : to : : to : :

Event:

¹⁵
~~02/22/25~~ 02/22 6:00am to 4:00pm N/A to : : N/A to : : 80

Breakdown:

_____/_____/_____ : to : : to : : to : :

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

40 boats

11. Number and type of auxiliary vehicles/ equipment:

60 Watercraft _____ Aircraft _____ Utility Vehicles/Golf Carts _____ Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

N/A

Include date and time:

_____/_____/_____ : to : : to : :

13. Will transport vehicles be utilized? If so, please describe.

no

14. Number of staff/ volunteer: 5 Uniform identification: volunteers

REQUIRED ATTACHMENTS

☒ Site Plan (see checklist)

Parking
Number and location of food vendors
Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
Street Closures/Barricades/Detours
Garbage Containers
Parade/Marching Route
Event Headquarters
Number and location of temporary signs/banners
Sound system(s) location
Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
Main emergency vehicle access to site
Location of security and emergency vehicle parking on site
Carnival location (if any)
Number/location of portable toilets

☒ Tentative Schedule of Events

- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☒ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List certificates required: insurance
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☒ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**
- ☒ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. **Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.**
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. **Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.**
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. **Make sure all cord connections are off the ground and protected by GFIC. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.**
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. **Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.**
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. **Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.**

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). **Same as a regular inspection tag check.**
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. **In addition to the ABC, they must have a K class. No K, no frying.**
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. **Check fire retardant label on the tent and on the side curtains.**
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. **If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.**
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. **The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.**

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

- (d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, l(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

Signature of Applicant

Date

State of Georgia County of DeKalb

The foregoing application is acknowledged before me this 13 day of June, 2024, by Jimmy L. Austin, who is personally known to me, or who has/have produced GAIDC 050652649 as identification.

NOTARY SEAL

Keith A Rowe
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires
03/23/2026

Signature of Notary Public, State of Georgia

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

Signature of Applicant

Name of Facility being used

Print Name of Applicant

Date of Use

State of Georgia County of DeKalb

The foregoing application is acknowledged before me this 13 day of June, 20 24, by Jimmy Austin, who is personally known to me, or who has/have produced GAID 050652649 as identification.

NOTARY SEAL

Keith A Rowe
NOTARY PUBLIC
DeKalb County, GEORGIA
My Commission Expires
03/23/2026

Signature of Notary Public, State of Georgia

ADOPT RESOLUTION 2024-R-250 granting a special events permit to Fishers of Men National Tournament Trail Florida North Division for Fishers of Men Florida North Team Trail 2025 Bass Fishing Tournament January 18, 2025 at the City Docks

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The application follows this Summary Sheet.

BACKGROUND

Bass Fishing Tournament at City Docks

PROJECT ANALYSIS

Special events team met and agreed upon the requests in the application.

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	Fishers of Men Jan 18, 2025_ resolution
2.	Fishers of Men_ Jan 18 2025 application

RESOLUTION NO. 2024-R-250

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO THE
FISHERS OF MEN NATIONAL TOURNAMENT TRAIL
FLORIDA NORTH DIVISION FOR FISHERS OF MEN
NORTH TEAM TRAIL BASS FISHING TOURNAMENT
JANUARY 2025 TOURNAMENT; SETTING FORTH THE
PROVISIONS OF THE PERMIT; GRANTING
PERMISSION; AND PROVIDING FOR SCRIVENER'S
ERRORS**

WHEREAS, Fishers of Men National Tournament Trail Florida North Division has made an application to the City of Palatka for a special event permit for the Fishers of Men Florida North Team Trail for a Bass Fishing Tournament to be held on January 18, 2025 at the City Docks.

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

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

Section 1: That Special Events Permit for the Fishers of Men Florida North Team Trail for a Bass Fishing Tournament to be held on January 18, 2025 is hereby granted to the Fishers of Men Florida North Team Trail with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held on January 18, 2025, during the hours provided in the application.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 12th day of December 2024.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Date Received: 8/7/24

Permit Classification: B

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Joseph Moyer

Address: 10123 Kenlake Drive Riverview, FL 33578

Email: joeymoyer@hotmail.com

Phone: 813-451-8574

2. Secondary Contact: Becky Williams

Address:

Email: beckywilliamsrealtor@yahoo.com

Phone: 352-213-4200

3. Event Sponsor/Organization: Fishers Of Men National Tournament Trail Florida North Division

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Fishers of Men Florida North Team Trail Bass Fishing Tournament January 2025 Tournament

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.): Bass Fishing Tournament at Palatka City Docks

6. Event Location (911 Address):

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

	from	to
	from	to
	from	to
	from	to
	from	to
	from	to
	from	to
	from	to
	from	to
	from	to

8. Onsite representatives during the event:

Name: Joseph Moyer Cell Phone: 813-451-8574

Name: Joe Montonye Cell Phone: 386-972-9510

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

1/18/2025 0445to 1500 : to : : to :

Event:

1/18/2025 0445to 1700 : to : : to : will know closer to signup est 70 people

/ / : to : : to : : to : _____

/ / : to : : to : : to : _____

/ / : to : : to : : to : _____

/ / : to : : to : : to : _____

/ / : to : : to : : to : _____

/ / : to : : to : : to : _____

Breakdown:

1/18/2025 1600to 1700 : to : : to :

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.) Ticket sales

11. Number and type of auxiliary vehicles/ equipment:

_____ Watercraft _____ Aircraft 4 Utility Vehicles/Golf Carts Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

Include date and time:

/ / : to : : to :

13. Will transport vehicles be utilized? If so, please describe.

Yes, we will have our required gear in our tow vehicle and trailer

14. Number of staff/ volunteer: 10 Uniform identification: Jersey/Staff Shirt _____

REQUIRED ATTACHMENTS

☐ Site Plan (see checklist)

Parking

Number and location of food vendors

Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands

Street Closures/Barricades/Detours

Garbage Containers

Parade/Marching Route

Event Headquarters

Number and location of temporary signs/banners

Sound system(s) location

Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.

Main emergency vehicle access to site

Location of security and emergency vehicle parking on site
Carnival location (if any)
Number/location of portable toilets

- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.
- (d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, (Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

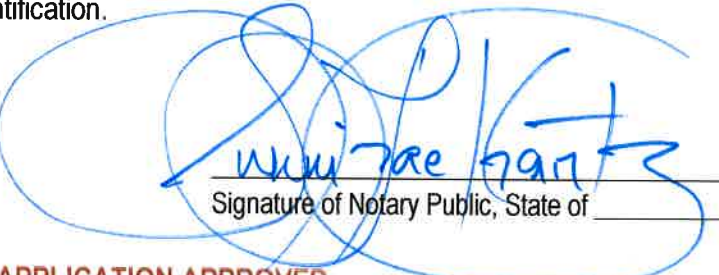

Signature of Applicant

8/7/2024
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 8th day of August, 2024, by Joseph Moyer, who is personally known to me, or who has/have produced FL DL as identification.




Signature of Notary Public, State of _____

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. **Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.**
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. **will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.**
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. **Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.**

4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

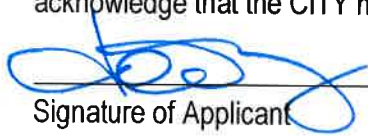
1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

City of Palatka Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.


Signature of Applicant

Palatka City Docks + Bathroom
Name of Facility being used

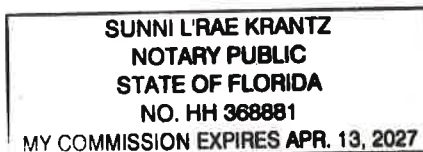
Joe Moyer
Print Name of Applicant

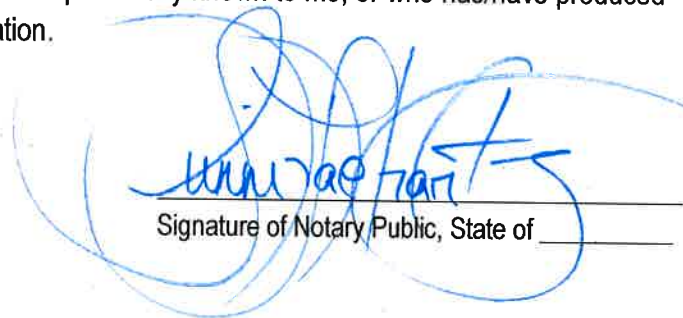
1/18/2025
Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 7th day of August, 2024, by Joseph Moyer, who is personally known to me, or who has/have produced FL DL as identification.

NOTARY SEAL




Signature of Notary Public, State of _____

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Joseph Mayer, on behalf of
Fishers of Men Florida North

(Name of Company/Individual/Organization/Association/Non-governmental entity)

hereby attest under penalty of perjury that our organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.


Signature

8/7/2024
Date

Joe Mayer
Print Name

Title – must be an officer or a
Representative of the nongovernmental entity

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, by _____, to me personally known to be the person described in and who executed the foregoing instrument, or who produced appropriate identification, and acknowledged before me the execution of same.

My commission expires:

Notary Public

ADOPT RESOLUTION 2024-R-251 authorizing execution of FEMA Subaward Agreement Z4854 for DR 4828 Hurricane Helene for reimbursement to the City for FEMA obligated Hurricane expenses for debris removal and emergency protective measures in an estimated amount \$358,269.46

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff is requesting the the execution of FEMA Subaward Agreement Z4854 for DR 4828 Hurricane Helene for reimbursement to the City for FEMA obligated Hurricane expenses for debris removal and emergency protective measures in an estimated amount \$358,269.46.

BACKGROUND

Florida Division of Emergency Management (FDEM) has offered the City Subgrant Agreement Z4854 for the reimbursement of expenses related to Hurricane Helene (DR4828).

PROJECT ANALYSIS

The City has expenses related in Category A, debris removal; Category B, emergency protective measures; Category G, Parks (Floating Dock repair/ replacement); and Category Z, administrative costs associated with the storm. These categorical expenses are currently under review with FEMA and this subgrant is necessary to move the reimbursement claims through the process.

Staff Recommendation

Adopt Resolution 2024-R-251

ATTACHMENTS

1.	Resolution for 2024-R-251
2.	SR DR 4828 FL Palatka, City of-Z4854-Funding Agreement

RESOLUTION No. 2024-R-251

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF FLORIDA DIVISION OF
EMERGENCY MANAGEMENT (FEMA) SUBGRANT
AGREEMENT Z4854 FOR EXPENSES TO RESPOND TO OR
ADDRESS HURRICANE HELENE DR4828; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, on September 28, 2024, the Governor issued a Major Disaster declaration designated FEMA-4828-DR as a result of Hurricane Helene; and

WHEREAS, the City of Palatka is located in the affected area and suffered eligible expenses in an estimated amount of \$358,269.46; and

WHEREAS, the State of Florida Division of Emergency Management has issued Subgrant Agreement Z4854 to assist the City of Palatka for expenses related to Hurricane Helene; and

WHEREAS, the Palatka City Commission deems it reasonable and necessary to authorize execution of FEMA Subgrant Agreement Z4854.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

1. the Mayor is hereby authorized to sign all documents pertaining to Subgrant Agreement Z4854; and
2. the City Manager is identified as the official representative of the Subgrantee/ Subrecipient to act in connection with the application and agreement and to provide such additional information as may be required.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2024.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Helene DR4828

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Palatka, City of

Subrecipient's unique entity identifier: MHECM2CHHAD1

Federal Award Date: 09/29/2024

Subaward Period of Performance Start and End Date (Cat A-B): 09/23/2024 - 03/28/2025

Subaward Period of Performance Start and End Date (Cat C-G): 09/23/2024 - 03/28/2026

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity: _____

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
--	---

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Indirect cost rate for the Federal award: See Section 9 (d)

<u>Assistance Listing Program Title (Formerly CFDA program Title):</u>	Disaster Grants - Public Assistance (Presidentially Declared Disasters)
--	--

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and Palatka, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Marcia Carty
Address: 201 N 2nd st
Palatka, FL
Telephone: (386) 329-0100
Email: mcarty@palatka-fl.gov

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4828 - Hurricane Helene. Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

- a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
- i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.
- f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Palatka, City of

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Alternate Governor's Authorized
Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Palatka, City of

Box 1: Authorized Agent (Full Access)

Name Roberta Correa
 Signature
 Organization / Official Position Mayor
 Mailing Address 201 N 2nd Street
 City, State, Zip Palatka, FL 32177
 Daytime Telephone 386-329-0100
 E-mail Address rcorrea@palatka-fl.gov

Box 2: Primary Contact (Full Access)

Name Marcia Carty
 Signature
 Organization / Official Position Interim City Manager
 Mailing Address 201 N 2nd Street
 City, State, Zip Palatka, FL 32177
 Daytime Telephone 386-329-0100
 E-mail Address mcarty@palatka-fl.gov

Box 3: Alternate Contact (Full Access)

Name Daphne Brusoe
 Signature
 Organization / Official Position Grant Administrator
 Mailing Address 201 N 2nd Street
 City, State, Zip Palatka, FL 32177
 Daytime Telephone 386-329-0100
 E-mail Address dbrusoe@palatka-fl.gov

Box 4: Other-Finance/Point of Contact (Full Access)

Name Jackie Pappas
 Signature
 Organization / Official Position Grant Accountant
 Mailing Address 201 N 2nd Street
 City, State, Zip Palatka, FL 32177
 Daytime Telephone 386-329-0100
 E-mail Address jpappas@palatka-fl.gov

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Palatka, City of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:**

Day:

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000401

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known)

107-53875-00

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

201 North 2nd Street

Street Address

Palatka, FL, 32177

City, State, Zip

Date

Palatka, City of

Subrecipient's Name

Z4854

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *Federally Assisted Construction Contract*: The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work*: The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, City of Palatka, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Roberta M. Correa, Mayor

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

ADOPT RESOLUTION 2024-R-252 authorizing execution of FEMA Subaward Agreement Z4902 for DR 4834 Hurricane Milton for reimbursement to the City for FEMA obligated Hurricane expenses (unknown amount)

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff is requesting execution of FEMA Subaward Agreement Z4902 for DR 4834 Hurricane Milton for reimbursement to the City for FEMA obligated Hurricane expenses for in an unknown amount.

BACKGROUND

Florida Division of Emergency Management (FDEM) has offered the City Subgrant Agreement Z4902 for the reimbursement of expenses related to Hurricane Milton (DR4834).

PROJECT ANALYSIS

The City has expenses related in Category B, emergency protective measures; and Category Z, administrative costs associated with the storm. These categorical expenses are currently under review with FEMA and this subgrant is necessary to move the reimbursement claims through the process.

Staff Recommendation

Adopt Resolution 2024-R-252

ATTACHMENTS

1.	Resolution for 2024-R-252
2.	SR DR 4834 FL Palatka, City of-Z4902-Funding Agreement

RESOLUTION No. 2024-R-252

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF FLORIDA DIVISION OF
EMERGENCY MANAGEMENT (FEMA) SUBGRANT
AGREEMENT Z4902 FOR EXPENSES TO RESPOND TO OR
ADDRESS HURRICANE MILTON DR4834; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, on October 11, 2024, the Governor issued a Major Disaster declaration designated FEMA-4834-DR as a result of Hurricane Milton; and

WHEREAS, the City of Palatka is located in the affected area and suffered eligible expenses in an unknown amount; and

WHEREAS, the State of Florida Division of Emergency Management has issued Subgrant Agreement Z4902 to assist the City of Palatka for expenses related to Hurricane Milton; and

WHEREAS, the Palatka City Commission deems it reasonable and necessary to authorize execution of FEMA Subgrant Agreement Z4902.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

1. the Mayor is hereby authorized to sign all documents pertaining to Subgrant Agreement Z4902; and
2. the Interim City Manager is identified as the official representative of the Subgrantee/Subrecipient to act in connection with the application and agreement and to provide such additional information as may be required.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2024.

CITY OF PALATKA

By: MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Palatka, City of

Subrecipient's unique entity identifier: MHECM2CHHAD1

Federal Award Date: 12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B): 10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G): 10/05/2024 - 04/11/2026

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient
by the pass-through entity: _____

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):	<u>Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.</u>
--	---

Name of Federal awarding agency: Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity: Florida Division of Emergency Management (FDEM)

Contact information for the pass-through entity: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number): 97.036

Indirect cost rate for the Federal award: See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and Palatka, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____
Address: _____

Telephone: _____
Email: _____

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

- a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.
- f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Palatka, City of

By: _____

(Signature)

Name: _____

Title: _____

Date: _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Alternate Governor's Authorized
Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Palatka, City of

Box 1: Authorized Agent (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 2: Primary Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 3: Alternate Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 4: Other-Finance/Point of Contact (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Palatka, City of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000401

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 107-53875-00

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Name and Title

201 North 2nd Street

Street Address

Palatka, FL, 32177

City, State, Zip

Date

Palatka, City of

Subrecipient's Name

Z4902

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *Federally Assisted Construction Contract*: The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work*: The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1)** The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2)** Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the ([insert name of the non-federal entity entering into the contract](#)) and understands and agrees that the ([insert name of the non-federal entity entering into the contract](#)) will, in turn, report each violation as required to assure notification to the ([insert name of the pass-through entity, if applicable](#)), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

ADOPT RESOLUTION 2024-R-253 authorizing the award of a contract for engineering services with North Florida Professional Services for the City of Palatka Safe Streets Action Plan Initiative

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City Commission is requested to adopt **Resolution 2024-R-253**, authorizing the award of the contract for engineering services for the **City of Palatka Safe Streets Action Plan Initiative** to **North Florida Professional Services**, as recommended by the evaluation committee. The firm will provide engineering, planning, and design services in accordance with the project's scope and federal, state, and local guidelines.

BACKGROUND

The City of Palatka has been awarded funding through the U.S. Department of Transportation (USDOT) for the **Safe Streets Action Plan Initiative**. As part of this initiative, the City issued Request for Qualifications (RFQ) 2024-10 to solicit qualified firms for engineering and landscape architectural services. The objective of this project is to enhance the safety of streets, focusing on improved infrastructure and pedestrian and cyclist safety in compliance with federal guidelines.

Following a thorough evaluation of submitted proposals by an evaluation committee, **North Florida Professional Services** has been recommended as the most qualified firm to provide the necessary engineering services for the initiative.

PROJECT ANALYSIS

The Safe Streets Action Plan Initiative aims to create safer, more accessible streets within the City of Palatka. The project will address a range of improvements, including safer pedestrian paths, cyclist lanes, and traffic flow adjustments, while ensuring compliance with safety and design standards set by the Federal Highway Administration (FHWA) and the Florida Department of Transportation (FDOT).

The project is fully funded by USDOT, and the City of Palatka will ensure compliance with all local, state, and federal regulations during the planning, design, and construction phases. **North Florida Professional Services** will provide essential services including project planning, design and public engagement to ensure the successful completion of the initiative.

Staff Recommendation

Staff recommends that the City Commission adopt **Resolution 2024-R-253**, authorizing the award of the contract for engineering services to **North Florida Professional Services** for the **City of Palatka Safe Streets Action Plan Initiative**. The firm has been selected based on its qualifications, experience, and ability to meet the project’s requirements and scope of work outlined in RFQ 2024-10.

Upon approval, the City Manager or their designee will be authorized to finalize and execute the contract with **North Florida Professional Services**, allowing the project to move forward with the planning and design phases. Staff is confident that **North Florida Professional Services** will provide the necessary expertise to ensure the successful implementation of the Safe Streets Action Plan Initiative.

ATTACHMENTS

1.	RESOLUTION NO. 2024-R-253 (AUTHORIZING THE AWARD OF THE CONTRACT FOR ENGINEERING SERVICES FOR THE CITY OF PALATKA SAFE STREETS ACTION PLAN INITIATIVE)
2.	RFQ 2024-10 Safe Streets RFQ
3.	RFQ 2024-10 SS4 Scorecard
4.	2024.11.15 Evaluation Committee Minutes

RESOLUTION NO. 2024-R-253

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE AWARD OF THE CONTRACT FOR ENGINEERING SERVICES FOR THE CITY OF PALATKA SAFE STREETS ACTION PLAN INITIATIVE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

WHEREAS, the City of Palatka has solicited qualifications for engineering and landscape architectural services for the City of Palatka Safe Streets Action Plan Initiative under Request for Qualifications (RFQ) 2024-10; and

WHEREAS, the City has received qualifications from various firms, and an evaluation committee has reviewed and scored the responses in accordance with the Qualification Based Selection (QBS) process outlined in the RFQ; and

WHEREAS, the evaluation committee has completed the review process and has selected North Florida Professional Services as the most qualified firm to provide the necessary engineering services for the City of Palatka Safe Streets Action Plan Initiative; and

WHEREAS, the City Commission has reviewed the evaluation committee's recommendation and agrees to award the contract for the engineering services to selected North Florida Professional Services.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, as follows:

SECTION 1. The City Commission hereby authorizes the award of the contract for engineering services for the City of Palatka Safe Streets Action Plan Initiative to North Florida Professional Services.

SECTION 2. The City Manager, or their designee, is authorized to negotiate and execute the necessary contract documents with North Florida Professional Services; for the performance of the engineering services described in RFQ 2024-10, in accordance with the terms and conditions of the RFQ and the qualifications submitted by the firm;

SECTION 3. The Mayor and the City Clerk are authorized to execute the necessary contract documents with North Florida Professional Services;

SECTION 4. This Resolution shall become effective immediately upon its passage.

SECTION 5. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of December, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



Request for Qualifications – RFQ 2024-10

City of Palatka Safe Streets Action Plan Initiative

**Engineering Services
Palatka, Florida**

INTRODUCTION

The City of Palatka is soliciting qualifications for engineering and landscape architectural services for the **City of Palatka Safe Streets Action Plan Initiative**; a project description and scope is provided herein. The agreement for these engineering services will be with the City of Palatka (the City

It is the intent of the City to select an appropriately qualified firm to handle all of the necessary engineering, planning and design services required of this project. More specific details of the scope of work are outlined in Section 3. The project is to be administered, constructed, and documented in strict accordance with current Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other applicable local, state, federal, funding, design, and construction requirements.

Upon receipt of the responses from firms, a selection committee will review the qualifications received utilizing criteria detailed in the RFQ narrative. The City reserves the right to waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. All interested parties must register on the City's website with their name, email address, address and telephone number to receive any future changes, additions, addendums or notices concerning this RFQ.

Advertisement Date: **05-23-2024**

Due Date: **07-01-2024 3:00 pm**

Deadline for Questions: **05-31-2024**

Contact: Jayde Baggs, Grant Administrator/Project Manager
Palatka, FL 32177
jbaggs@palatka-fl.gov

SUBMITTAL REQUIREMENTS

Firms interested in providing services for this project should submit one (1) original, three (3) hard copies and one (1) digital copy on a thumb drive using a searchable Adobe Acrobat ".pdf" file format of the complete response on or before **3:00 on July 1, 2024**. Submittals must be received by the specified time. On the outside of the submittal package, please display the following: **City of Palatka Safe Streets Action Plan Initiative**. Regardless of cause, late submittals will not be accepted and will automatically be disqualified from further consideration. It shall be solely Vendor's risk to ensure delivery at the designated office by the designated time. Late submittals will not be opened and may be returned to Vendor at their request and expense.

All submittals should be addressed to:

Ms. Sunni Krantz, City Clerk
City of Palatka
201 N 2nd Street
Palatka, FL 32177

This RFQ provides details of project scope, submittal requirements, and Qualification Based Selection (QBS) procedure. A tentative selection schedule is included for informational purposes; however, this schedule is subject to change. A summary of the information included with this packet is listed below:

- RFQ Details and Procedure
- Project Description, and Scope
- Proposed Design Summary
- Anticipated Scope of Work Elements
- Special Considerations
- Project Budget
- Project Schedule
- Consultant Evaluation Sheet
- Attachment A: Required respondent forms:
- Attachment B: Safe Streets Action Plan Initiative Narrative

Other pertinent information will be provided upon request.

1.0 Overview

- 1.1 The City of Palatka, Florida seeks to obtain the services of a highly qualified professional firm to provide engineering services for the **City of Palatka Safe Streets Action Plan Initiative**; a project description and scope is provided herein. The firm shall have professional engineer(s) licensed in the State of Florida to qualify for this work. The project will be funded through the U.S. Department of Transportation (USDOT). The agreement for these engineering services will be with the City of Palatka (the City). The agreement for these engineering services will be with the City of Palatka.

2.0 General Requirements

- 2.1 Qualified Based Selection Procedure. The procurement process of these engineering services will follow the City's Federal Funded Projects Qualified Based Selection Procedure. Appendix B.
- 2.2 Firm Qualifications. No contract shall be awarded except to responsible firms capable of providing the class of services described and who are pre-qualified in the following group 2, 3, 7, 8, 9 under the FDOT rule 14-75.0022 Consultant Qualification Process <https://www.fdot.gov/procurement/prequalification.shtm> .
- 2.3 Selection Process. The firm selected as a result of this RFQ process will be required to enter into a written professional services agreement. Such agreement shall reflect the terms and conditions included in the RFQ and the selected firm's proposal, as well as any other provisions mutually agreed to by both parties. The agreement is subject to approval by City Council and DOT. In the event that the firm to whom the services are awarded does not execute a contract within thirty

(30) calendar days after approval, the City may give notice to such firm of intent to award the contract to the next most qualified firm or to call for new proposals and may proceed to act accordingly.

2.4 Evaluation of Qualifications. An evaluation team will be used to review all submitted proposals using set criteria. This evaluation team may consist of the City Project Manager, the Public Works Director, and the Grants Administrator, and any additional staff as needed.

2.5 Timeline. As a guidance, the City of Palatka anticipates the following timetable for selection of a firm:

Event	Date/Time
Issue RFQ	05/23/2024
Proposal Questions, Requests for Clarification, & Changes (no later than)	05/31/2024
Proposal Due/Proposal Opening	06/24/2024
City Council Agreement Approval	July 2024
Submit consultant contract to FHWA for final Approval	August 2024
Receive FHWA approval of consultant contract	September 2024
Notice to Proceed	October 2024

2.6 Evaluation Criteria. The evaluation committee will rate the proposals based on the criteria outlined below with the assigned point values (out of 100)

- Technical Approach (30)
- Firm Experience (20)
- Specialized Expertise (20)
- Staff Capabilities (Prime/Sub) (20)
- Workload Capacity and /or Past Performance (10)

3.0 **Scope of Work** Preliminary Engineering Services:

The award will be used by the City of Palatka to develop a comprehensive safety action plan. This consists of the creation of an action plan to include analysis of existing conditions and historical trends; establishing a baseline for fatalities and serious injuries, as well as contributing factors and crash types; development of geospatial identification of higher-risk locations; identification of prioritized, comprehensive list of projects and strategies focusing on infrastructure, behavioral and/ or operational safety, (complete streets) and providing for time ranges for execution (e.g., short-, mid-, and long-term timeframes). The consultant will be responsible for revising the City's existing road and traffic capital improvement plan to include the Safe Streets for All workplan. The methodology for measuring progress of the plan will be the continuation of the task force to discuss the analysis of new crash data on a regular basis. The plan will be updated and adjusted accordingly to this analysis in year 2.

- 3.1.1. National Environmental Policy Act (NEPA) Preparation. Development of NEPA Documents meeting both State and Federal Requirements with coordination with the City and FHWA as well as any other necessary agencies to determine the NEPA Class of Action (Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion) required for the Project and the completion of all necessary forms and reports through the life of the project including but not limited to the Clearance Letters from all required State and Federal Agencies as well as the Project Commitment Record (PCR).
- 3.1.2. Technical Viability Analysis. The Consultant shall develop a strategy for the project, including recommended typical sections, plan layout options, innovative solutions, and cost effectiveness. The Consultant shall be knowledgeable of all applicable governing agency design standards and guidelines and have a plan on how to most efficiently navigate through the critical path items to deliver the final product on time.
- 3.1.3. Regulatory Overview. The Consultant will be required to provide a comprehensive overview of the regulatory bodies involved in the funding and permitting of the project, including all permits, studies, and actions required. Consultants will be expected to contact all appropriate agencies to confirm their perspective and requirements for the project. The Consultant shall coordinate the design with all appropriate utilities that may have conflicting facilities.
- 3.1.4. Implementation and Phasing Strategy. Within the context of the Regulatory Overview and the Technical Viability Analysis, the Consultant shall develop an implementation and phasing strategy that includes progressive estimates of costs and schedule (including project milestones and critical path tasks). The selected Consultant is expected to be able to complete the tasks necessary to implement the actions identified, including integrating the work of any required sub-Consultants.
- 3.1.5. Meetings. The Consultant will be required to attend and possibly facilitate various meetings with all interested parties, including but not limited to the City of Palatka, FDOT, CSX, Amtrack, FHWA, Ride Solutions, local businesses, downtown stakeholders, and the general public. The meetings would include discussion of the proposed improvements; input from public agencies, stakeholders and local citizens; and coordination of the phasing of the improvements.
- 3.1.6. Project Reports and Studies. The Consultant will be required to provide monthly reports and attend biweekly progress meetings throughout the project.

4.0 Information to be Submitted

- 4.1 The submittal packet must conform to the requirements stated herein, and all copies of the submittal will be appropriately labeled as such. In order to minimize the volume of information, proposals shall be limited to no more than forty-five (45) pages, which shall be numbered. The 45- page limits is all-inclusive, except as specifically noted herein. Please limit submittals to the items outlined in the

following paragraphs.

Each binder shall be organized using subject tabs as described below:

- Cover Letter (one (1) page cover letter)
- TAB A: Project Understanding
- TAB B: Technical Approach
- TAB C: Firm Experience (one (1) page per project, maximum of five (5) projects)
- TAB D: Specialized Expertise/Capabilities
- TAB E: Workload Capacity (one-page narrative, one page showing workload capacity)
- TAB F: Past Performance / Letters of Reference (Client and Project References)
- TAB G: Required forms from A A:
 - .1 Certification regarding disbarment, suspension, ineligibility, and voluntary exclusion 375-030-32
 - .2 Conflict of Interest Confidentiality Certification 375-030-50
 - .3 Consultant Affirmation (Form 375-030-18)
 - .4 Certification for Disclosure of Lobbying Activities on Federal Aid Contracts 375-030-33
 - .5 Truth in Negotiation Certification 375-030-30
 - .6 Title VI Assurance DOT 1050.2A, Appendices A and E

- 4.2 A Statement of Project Understanding should include the firm's approach to the overall project (i.e. scope of work) and the understanding of the study area and project's goals.
- 4.3 The name or names of individuals in the firm(s) who will be assigned key project responsibilities with particular attention to the qualifications, competence, and past performance as related to this specific project.
- 4.4 Education, experience, or expertise of those individuals noted above that will be involved with the management and completion of the project. The project manager should be identified within the proposal.
- 4.5 The firm's general experience, ability, and history of performance of projects similar to the one under consideration.
- 4.6 Availability of adequate personnel, equipment, and facilities to complete the work in the required time.
- 4.7 The present workload and present and future commitments of available personnel, particularly those key persons expected to be assigned to the project.
- 4.8 A specific project schedule that provides a breakdown of milestone dates for project completion and identification of critical path tasks.
- 4.9 The City of Palatka will require consultants to submit a conflict-of-interest

disclosure statement with their proposal.

- 4.10 Page size should be 8 ½ x 11 except for drawings, which could be expanded to 11 x 17.
- 4.11 Submit one (1) original, three (3) hard copies of the proposal, along with an electronic copy (searchable PDF on a thumb drive).
- 4.11.1 All qualifications to provide the City with Engineering and Design-Related Services ("Services") that will be paid for, in whole or in part, using Federal funds (whether provided directly or passed through another agency) shall be accompanied by a disclosure of certain financial interests of the bidder, potential contractor, or contractor. Such disclosure will be used by the City to determine whether conflicts of interest may exist between the contractor and the City, state, or federal government. In addition, all potential subcontractors who may perform such Services shall also provide a disclosure of certain financial interests. Subcontractors' disclosure shall be obtained by the contractor and submitted to the City along with its disclosure. The form can be found within Attachment A.
- 4.11.2 The financial disclosure of each potential or successful bidder or contractor and its subcontractors shall be incorporated as a material term of the firm's contract with the City and shall become part of the municipality's publicly available contract or procurement file.
- 4.11.3 Each disclosure made subject to this policy shall be signed and made under penalty of perjury by an authorized officer or employee on behalf of the bidder, contractor, potential contractor, or subcontractor.
- 4.11.4 The form of disclosure prescribed by the City (Form A) shall require firms to disclose the names, addresses, and dollar or proportionate share of ownership or other financial interest in the firm for persons who meet the following descriptions:
- Any individual employed by the City, whether such employment is planned, current, or has occurred within the previous 2 years.
 - Any individual who is an immediate family member of a City employee, whether such employment is planned, current, or has occurred within the previous 2 years.
 - Any individual elected to or holding office for the federal government, state of Florida, or City of Palatka currently or within the previous 2 years.
 - Any individual who is an immediate family member of someone elected to or holding elected office for the federal government, state of Florida, or City of Palatka currently or within the previous 2 years.
 - Any individual holding an appointive office for the federal government, state of Florida, or City of Palatka currently or in the previous 2 years whereby the office entitles the holder to compensation in excess of expenses incurred in the discharge of that office.
 - Any individual who is an immediate family member of someone holding an appointive office for the federal government, state of Florida, or City of Palatka currently or in the previous 2 years.

4.11.5 For purposes of interpreting paragraph 5.4, “immediate family member” shall mean any of the following:

- a. Spouse, and parents thereof;
- b. Children, and spouses thereof;
- c. Parents, and spouses thereof;
- d. Siblings, and spouses thereof;
- e. Grandparents and grandchildren, and spouses thereof;
- f. Domestic partner and parents thereof, including domestic partners of any individual in a. through e. of this definition; and
- g. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

4.11.6 The disclosures required by this policy are not intended to prohibit or prevent certain contracts. Rather, the disclosures are meant to fully and publicly make known to the City any potential conflicts so that it may adequately identify, evaluate, and address such conflicts based upon the particulars. Inadvertent or accidental failure on the part of a bidder, potential contractor, or potential subcontractor to fully disclose certain financial interests shall render the contract, bid, offer, proposal, subcontract, or relationship voidable by the City if it deems it is in its best interests. Such failure may, at the discretion of the City, also be cause for barring the firm from future contracts, bids, offers, proposals, subcontracts, or relationships with the City for a period of up to 2 years.

4.11.7 Intentional, willful, or material failure on the part of a firm to disclose certain financial interests shall render the contract, bid, offer, proposal, subcontract, or relationship voidable by the City if it deems it in the best interest of the City. Such willful failure shall also result in debarment from future contracts, bids, offers, proposals, subcontracts, or relationships with the City for a period of not less than 2 years.

4.11.8 The bidder, offeror, potential contractor, or contractor has a continuing obligation to supplement the disclosure required by the City throughout the bidding process and during the term of any contract; when ownership or other financial interests change and require disclosure, the firm must do so under this policy.

4.11.9 The City may review a proposal, bid, or contract and issue a recommendation to reject a proposal or bid based on the existence of any real or potential conflict of interest.

5. INDEPENDENT ESTIMATE

5.1 City staff will prepare an independent in-house estimate for the project prior to contract negotiation. The estimate will be used in the negotiation.

6. CONTRACT NEGOTIATION

6.1 The City of Palatka requires a minimum of a three (3) person team to negotiate with firms. The

team consists of the Assistant City Manager, Grants Administrator, and the Project Manager. In the event one of these positions is vacant, the Public Works Director (or their designee) will be utilized in place of the vacancy. Members of the negotiation team may delegate this responsibility to staff members. A cost proposal will be requested from the highest-ranking submitter and will be returned if negotiations are unsuccessful at their request otherwise to be disposed of in a confidential manner. The confidentiality of the information will be controlled by City of Palatka Staff Negotiation team and not disclosed to any other private non-governmental agencies.

- 6.2 Professional Services Payment Method: Lump sum – A firm fixed price not subject to adjustment due to the actual cost experience of the Consultant in the performance of the contract. Shall be used as the advertisement for services shall establish the extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation.
- 6.3 Acceptable Costs. The City of Palatka will require the City Project Manager to review the contract costs and the indirect cost rates to ensure they are compliant with Federal cost principles.
- 6.4 Indemnification language to be included within the contract for services: Consultant agrees to assume liability for and indemnify and hold harmless the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against damages, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, in the performance of this Agreement. Consultant's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of Consultant against the CITY, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Subject to the limitation set forth in this Section, each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- 6.5 Termination (Cause and/or Convenience): The contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party, 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 certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default is exercised 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 consultant at the time of termination may be adjusted to cover any additional costs to the local government because of the consultant's default.

If termination for convenience is exercised by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the consultant 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 consultant relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor 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 contractor in performing this contract, whether completed or in process.

Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

7. Insurance Requirements

7.1 The Consultant shall demonstrate the willingness and ability to provide the required insurance coverage as set forth below within ten calendar days of notification of selection for award of the Agreement. The selected firm(s) will be required to carry, and provide certificates of insurance for, general and automobile errors insurance as follows:

- General Liability \$ 1,000,000 minimum per occurrence
- Automobile Liability \$ 1,000,000 minimum per occurrence
- Worker's Compensation Statutory limits

7.2 The General Liability Insurance is to contain or be endorsed to name the City, its officers, officials, employees and agents as Additional Insured as respects liability arising out of the activities performed in connection with this contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the successful firm.

7.3 Worker's Compensation policies are to be endorsed to include a waiver of subrogation against the City, its officers, officials, employees and agents.

a) Acceptable Costs

- i. The City will review contract costs and the indirect cost rates to assure they are compliant with Federal cost principles, prior to submission to FHWA.

8. INVOICE PROCESSING

- 8.1 The City of Palatka intends to comply with the 49 CFR 26.29 on payment of all contracts. The awarded vendor will be paid upon submission of invoices to: City of Palatka, Accounts Payable, 201 N 2nd Street, Palatka, 32177.
- 8.2 The City's procedures require the Department Head, Project Manager, Grants Accountant, and Assistant City Manager to review and approve all invoices prior to payment and submission to FHWA for reimbursement for any project using federal funds.
- 8.3 No charge will be allowed for taxes from which the City of Palatka, Florida is exempt.

9. Withdrawal of Bid

- 9.1 Firms may withdraw or cancel their submittal at any time.

10 Equal Opportunity and Nondiscrimination

- 10.1 Title VI of the Civil Rights Act and other Federal/State Nondiscrimination Authorities: All proposers and the selected firm will abide by applicable nondiscrimination authorities and will not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in any aspect of proposal, award, or delivery of the contract.
- 10.2 Consultant and Sub-consultant Clauses: The selected firm will place the following clauses verbatim in all its agreements under or related to this contract:
During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

"The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate and shall set forth what efforts it has made to obtain the information.

(5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall enforce such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination, or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct

as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

- 10.3 **Accessibility:** The selected firm will abide by Title II and Title III of the Americans with Disabilities Act of 1990. Where consultant work items include assessing, planning, or designing pedestrian rights of way and related facilities, it will follow the [FDOT Design Manual](#) or [Florida Greenbook](#),

as applicable.

- 10.4 Equal Employment Opportunity (EEO): The selected firm will comply with all federal, state, and local EEO laws and ordinances and will not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, age, disability, religion, or family status any aspect of contract delivery including employment practices or the selection and retention of subconsultants/subcontractors.
- 10.5 Use of Small, Minority, and Women's Business Enterprises:
- 10.5.1 The selected firm must take all necessary affirmative steps to assure that small businesses, minority businesses, and women's business enterprises are used when possible.
- 10.5.2 Affirmative steps must include:
- 10.5.2.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 10.5.2.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 10.5.2.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 10.5.2.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 10.5.2.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 10.6 Subconsultant Prompt Payment and Return of Retainage: The selected firm will pay monies owed to subconsultants or other providers within thirty (30) days of the consultant receiving payment from the City of Palatka and will ensure that lower tier firms also comply with prompt payment requirements. The City of Palatka is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The City of Palatka is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- 10.7 Sanctions for Noncompliance: The selected firm is responsible for compliance with this section, both for itself and its subconsultants or other providers. Failure to comply with any provision of this section is a material breach of contract and could result in sanctions taken by the City of Palatka or USDOT, including but not limited to termination of the contract; withholding progress or final payments; assessing liquidated damages; disqualifying the consultant from future work; or referral of noncompliance determination(s) to USDOT Office of Inspector General, if appropriate.
- 11 Contract Dispute Remedy**
- 11.1 All claims, counter-claims, disputes and other matters in question between the local government and the consultant, arising out of or relating to this contract, or the breach of it,

will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction. The CITY and the Consultant hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.

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Attachment A: Required Respondent Forms

375-030-32 Certification Regarding Debarment, Suspension...for Federal Aid Contracts

375-030-33 Lobbying Certification

375-030-18 Consultant Affirmation

375-030-30 Truth in Negotiation

375-030-50 Conflict of Interest Certification

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
10/01

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONSULTANT AFFIRMATION
(For Consultants Utilized for Preparation of Environmental Management (PD&E) Documents)

375-030-18
PROCUREMENT
01/20

As a requirement of the Professional Services Procurement Manual, all consultants utilized for Environmental Management Services must affirm the following conflict of interest statement.

Contract/Ad No.: _____

FM No(s): _____

I hereby certify that neither this firm nor any of the principals of this firm have any financial or other interest in the outcome of this project.

Name of Consultant: _____

By: _____ **Date (mm/dd/yyyy):** _____
Authorized Signature

Printed Name: _____

Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**Information entered on this page will carry over to subsequent pages.****When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.**

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	
SELECTION COMMITTEE	
PUBLIC OFFICERS / EMPLOYEES	
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
SELECTION COMMITTEE**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

_____	_____
_____	_____
_____	_____
_____	_____

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
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Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

Printed Names	Signatures	Date
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Additional Page

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**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS**

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Letting Date: _____

Contract Number(s): _____

Technical Review/Awards Committee Members:

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS
Additional Page

375-030-50
PROCUREMENT
OGC – 1/20

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names	Signatures	Date
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR
SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT**

375-030-50
PROCUREMENT
OGC-1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

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I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR
SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT**
Additional Page

375-030-50
PROCUREMENT
OGC-1/20

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

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Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

Additional Page

375-030-50
PROCUREMENT
OGC – 1/20

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

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Printed Names	Signatures	Date

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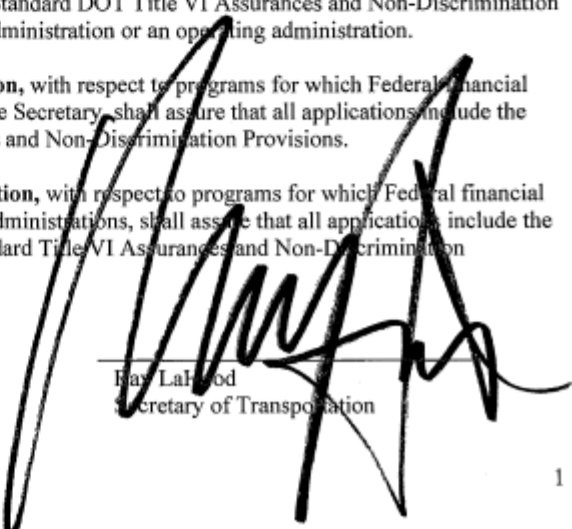


U.S. Department of
Transportation
Office of the Secretary
of Transportation

DOT 1050.2A

SUBJECT: DOT STANDARD TITLE VI ASSURANCES AND NON-DISCRIMINATION PROVISIONS

1. **PURPOSE.** This order updates DOT 1050.2, Standard DOT Title VI Assurances.
2. **SCOPE.** This order applies to the Office of the Secretary and the operating administrations with regard to any program for which Federal financial assistance is authorized under a law administered by the U.S. Department of Transportation.
3. **BACKGROUND.** Section 21.7(a) of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, requires that all applications for Federal financial assistance from the Department of Transportation must contain Title VI Assurances. This order requires the Office of the Secretary and each operating administration to secure from applicants and recipients receiving Federal financial assistance the attached Standard DOT Title VI Assurances. The reverter clause in Appendices B and C of the assurances should be used only when it is determined that such a clause is necessary in order to make clear the purposes of Title VI. The assurances may be supplemented by additional paragraphs by the Office of the Secretary and operating administrations desiring to expand the assurances in order to make them more applicable to a particular program. All such changes or expansions shall be coordinated with the Departmental Office of Civil Rights.
4. **RESPONSIBILITIES.**
 - a. **The Departmental Director of Civil Rights** will monitor compliance with this order, including review of any expansion or addenda to the Standard DOT Title VI Assurances and Non-Discrimination Provisions by the Assistant Secretary for Administration or an operating administration.
 - b. **The Assistant Secretary for Administration**, with respect to programs for which Federal financial assistance is requested from the Office of the Secretary, shall assure that all applications include the attached Standard DOT Title VI Assurances and Non-Discrimination Provisions.
 - c. **The Head of Each Operating Administration**, with respect to programs for which Federal financial assistance is requested from the operating administrations, shall assure that all applications include the attached Standard DOT Order 1050.2, Standard Title VI Assurances and Non-Discrimination Provisions.



Ray LaHood
Secretary of Transportation

1

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The **(Title of Recipient)** (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **(Title of Modal Operating Administration)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

Modal Operating Administration may include additional Statutory/Regulatory Authorities here.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the **(Title of Modal Operating Administration)**.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Modal Operating Administration may include additional General Assurances in this section, or reference an addendum here.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **(Name of Appropriate Program)**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a

“facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all (*Name of Appropriate Program*) and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The (*Title of Recipient*), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance

under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Modal Operating Administration may include additional Specific Assurances in this section.

By signing this ASSURANCE, *[Name of the recipient]* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the *[insert Agency name]* access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the *[insert Agency name]*. You must keep records, reports, and submit the material for review upon request to *[insert Agency here]*, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Name of Recipient] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the *(Name of Appropriate Program)*. This ASSURANCE is binding on *[insert State]*, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the *(Name of Appropriate Program)*. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Title of Modal Operating Administration), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of Modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

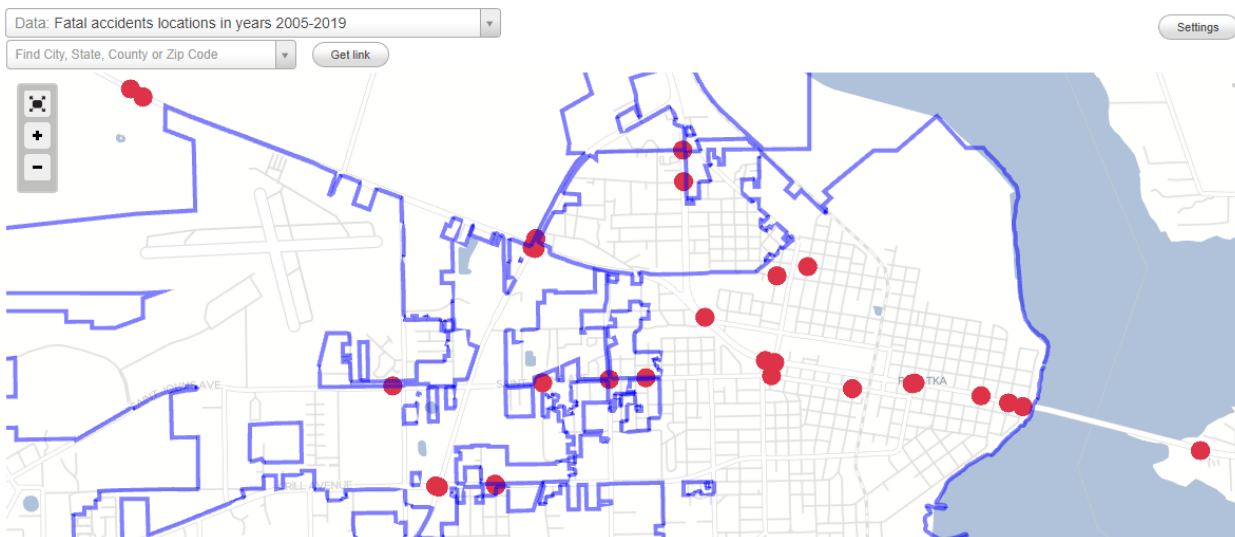
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

E

Attachment B

City of Palatka Safe Streets Action Plan Initiative Narrative

Palatka is the county seat of Putnam County, Florida. It covers 7.5 square miles with a population of 10,443 (2020 census.) While Palatka has been identified as an area of rural economic concern by the State of Florida, it is not within a census tract classified as disadvantaged by FDOT. Thirty-five point seven (35.7) % of its residents live in poverty¹. The Washington Post published an [article](#)² on August 8, 2017 about this “dying” city’s determination to save itself. Palatka had 9 vehicular involved fatalities between 2016 and 2020 according to FHP data from the Police Department, please see attached file. The locations of fatal accidents between 2005-2019 are identified below. Of the fatalities, two were pedestrians. “Residents of small towns are more likely to be hurt or killed on the transportation system than



those in urban areas. In 2006, 23% of the U.S. population lived in rural areas, yet 56% of all traffic fatalities occurred in rural areas.”³ The City’s fatality rate between 2016 and 2020 is 86.1822.

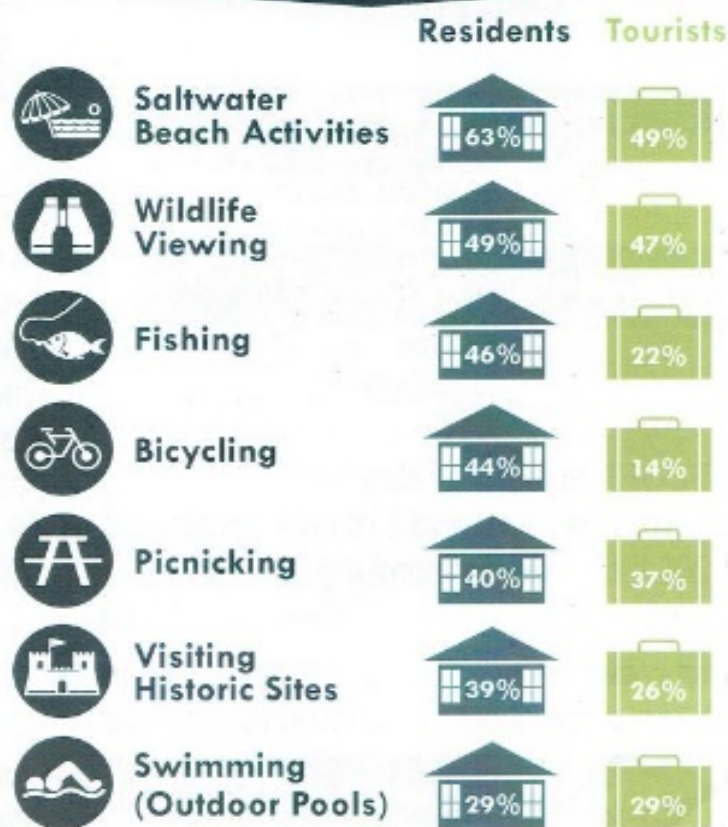
City street conditions, high speeds due to driver frustration are some contributing factors regarding safety for vehicles, pedestrians and cyclists that need addressing within the action plan. Sidewalks are generally in poor condition and vary with the lack ADA accessible designs. Plan development will be overseen by a taskforce of stakeholders: public and private sector, overlapping jurisdictions and community groups allowing for community representation and feedback to be incorporated into the Plan ensuring that necessary steps can be established to achieve the goal of zero fatalities by 2033. Components of the plan will include analysis of existing conditions and historical trends; establishing a baseline for fatalities and serious injuries, as well as contributing factors and crash types; development of geospatial identification of higher-risk locations; identification of prioritized, comprehensive list of projects and strategies focusing on infrastructure, behavioral and/ or operational safety, (complete streets) and providing for time ranges for execution (e.g., short-, mid-, and long-term timeframes). The development of 60% design on the project(s) deemed most crucial to the plan. The methodology for measuring progress will be the continuation of the task force to discuss the analysis of new crash data on a regular basis. The plan can be updated and adjusted accordingly to this analysis.

¹ <https://www.census.gov/quickfacts/fact/table/palatkacityflorida/TPE120216#viewtop>

² www.washingtonpost.com/politics/the-help-trump-promised-hasnt-come-so-this-dying-city-is-determined-to-save-itself/2017/08/08/1c46e894-5834-11e7-a204-ad706461fa4f_story.html?utm_term=.d91a44423c0c

³ <http://old.smartgrowthamerica.org/complete-streets/implementation/factsheets/rural-areas-and-small-towns/>

FLORIDA'S TOP OUTDOOR RECREATION ACTIVITIES



Tourism generates money and jobs. The state figure is 85 visitors = 1 job and in a depressed county like ours it generates even more jobs. Even though we own 6 of the top 7 of Florida's Top Outdoor Recreation Activities (See SCORP flyer), it appears we are not proactively promoting Putnam County as the destination for these activities. And these are the exact activities the National Park Service will be promoting for Putnam County.

Florida's Top Outdoor Recreation tourists rankings are - #1 Saltwater Beach Activities (49%); #2 Wildlife Viewing (47%); #3 Picnicking (eating outdoors – 37%); #4 Swimming in outdoor pools (29%); #5 Visiting Historic Sites (26%); #6 Fishing (22%); Bicycling (14%).⁴ For in-state tourist it is difference but similar. Also, more than 70% of Florida visitors include nature-based activities in their travel and 98% of Florida visitors say that outdoor recreation is important to their tourist experience. The following groups have used Putnam County's outdoor resources to bring hundreds of outdoor tourists to Putnam County. This list serves as an example of what we are accomplishing to date and the tourism goals that we could achieve with the support of the RAISE funds to complete the Connectivity Initiative:

- **BIKE FLORIDA** has annually brought high-end cyclists to Palatka and Putnam County. Their biggest event brought over 700 cyclist to Putnam County. They

offer semi-annual tours that includes the Bartram Trail in Putnam County @ \$1,500 each. This number can only grow with the ability to reach Palatka by train with a bicycle.

- **PADDLE FLORIDA** brought 50 paddlers to paddle Bartram's Historic Trial on the St. Johns in Putnam County @ \$400 a head. The trail head for the Bartram Trail is the St. Johns River Center inside the Project area.
- The **FLORIDA PADDLERS RENDEVOUS** brought nearly 200 paddlers to Putnam County for three days. The County ran out of hotel space in Georgetown and Welaka and over 100 camped at Welaka State Forest.
- The **ST. JOHN RIVERKEEPER** annually has two tours through Putnam County. It produced a video highlighting Putnam County. Their Save the St. Johns Tour produced two videos featuring Palatka, Putnam County and the Bartram Trail.
- The **BARTRAM TRAIL CONFERENCE** brought 200 out-of-towners to Palatka and utilized many tours through Putnam Blueways & Trails.
- **Putnam Blueways & Trails CSO** offers monthly guided bicycling, hiking and paddling events. Many of the users are out-of-towners. They conduct the **Palatka Bike Festival** annually and offer special events all year long.

⁴ https://www.dep.state.fl.us/parks/files/scorp/scorp_survey.pdf

Appendix B

City of Palatka Federally Grant Funded Projects Qualification Based Selection Procedure

Purpose: *To establish guidelines and procedures for the Qualification Based Section (QBS) process to be utilized by the City of Palatka for federally funded projects.*

General: *The City of Palatka receives federal funds, which may be used to fund the engineering and design related consultant services. Our written policies and procedures as described herein for QBS will meet the requirements of 23 CFR 172 and the Brooks Act. For non-federally funded projects, the City may elect to follow their standard Request for Proposals process.*

1. Initial Administration- The City of Palatka's QBS policy and procedures assigns responsibilities to General Services and Finance Departments within the City's organization for the procurement, management, and administration for consultant services.
2. Written Policies and Procedures- The City of Palatka's adopted QBS written policies and procedures follows 40 USC 1101-1104 ("Brooks Act"), 23 USC 112(b) (2) (A) (C) (D) (E), 23 CFR 172, 287.001 F.S., 287.055(4), F.S., 23 CFR 1.33, 49 CFR 26.51, 337.139 F.S., FDOT Topic 375-030-002-I (1), Executive Order 11-02 Please see Attachment C for FDOT Professional Services Federal Checklist for Procurement of Professional Services Contracts.
3. Project Description- The City of Palatka will use the following five (5) items when developing the project description, and may include additional items when unique circumstances exist:
 - a. Provide a clear, accurate, and detailed scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered, including:
 - b. Project purpose
 - c. Project description
 - d. Identify the various project components and Services to be performed.
 - e. Deliverables to be provided
 - f. Estimated schedule for performance of work
 - g. Applicable standards, specifications, and policies to the contract.
 - h. Identify any expected problems/issues
 - i. Determine the total project budget, this information is not to be published within the RFP/RFQ as **cost is not permitted as an evaluation factor**.

- Required Forms- The following forms shall be required in the advertised RFP/RFQ:

- Certification regarding disbarment, suspension, ineligibility, and voluntary exclusion 375-030-32
 - Conflict of Interest Confidentiality Certification 375-030-50
 - Certification for Disclosure of Lobbying Activities on Federal Aid Contracts 375-030-33
 - Truth in Negotiation Certification 375-030-30
 - Title VI Assurance DOT 1050.2A, Appendices A and E
 - E-Verify. ref. 23 CFR 1.33, FDOT Topic 375-030-002-I (1)
4. Public Notice- The City of Palatka will post an announcement on our website <https://palatka-fl.gov/bids.aspx> and publish an ad in a newspaper with appropriate circulation. The item will be advertised for at least fourteen (14) days prior to the acceptance of proposals and published once in the newspaper and on continuous display on our website.
 5. Conflict of Interest- The City of Palatka will require consultants to submit a disclosure statement with their procedures. The City requires the use of the FDOT 375-030-50 form as their conflict of interest form within the RFP/RFQ. In addition, all employees of the City that have a role in the evaluation or the award of the contract will also be required to fill out FDOT 375-030-50 as a conflict-of-interest disclosure.
 6. Suspension and Debarment- The City of Palatka will use the System for Award Management (SAM) Exclusions and the FDOT Contractor Suspension List to verify suspensions and debarments actions to ensure the eligibility of the top-ranking firm before negotiations begin. FDOT Form 375-030-32 will be used to certify that the short listed and/or selected firms are not Suspended or Debarred.
 7. Evaluation Factors- The City of Palatka allows the City Manager or designee to set the evaluation factors for each project but must include a minimum of five (5) criterion and stay within the established weighting range that when combined equals 100 points. The respondents are ranked from highest to lowest scores. Additional criteria may also be added as deemed necessary by the Assistant City Manager. Project specific evaluation factors will be included at a minimum in the RFP/RFQ:
 - a. Technical Approach (10-30%)
 - b. Firm Experience (10-30%)
 - c. Specialized Expertise (10-30%)
 - d. Staff Capabilities (Prime/Sub, 10-30%)
 - e. Workload Capacity and /or Past Performance (10-30%)

The Advertisement for services will include the evaluation factors and the assigned score weight that they will have to equal the total number of possible points.
 8. Selection- The City of Palatka will require a minimum of a three (3) person selection committee. Typically, the selection committee members include the City Project Manager, the Public Works Director, and the Grants Administrator. In the event one of these positions is vacant, the Assistant City Manager (or their designee) will be utilized in place of the vacancy. The City of Palatka reserves the right to include additional city staff on a project-by-project basis, and as different subject matter experts are needed. Selection committee members are chosen by the Assistant City Manager for each project. The City would require each member of the selection committee to provide an independent score for each proposal using the layout below prior to the full selection

committee meeting:

Respondent	Technical Approach	Firm Experience	Specialized Expertise	Staff Capabilities	Workload Capacity and/or Past Performance	Total Points
	Total possible points	Total possible points	Total possible points	Total possible points	Total possible points	
Firm 1						
Firm 2						
Firm 3						
Firm 4						
Firm 5						
Firm 6						

Additional rows will be added depending on the number of responses received. The selection committee members' scores will be averaged for a committee score, which is used to establish a ranking from highest score to lowest of the responding firm(s). The RFP/RFQ will disclose that the evaluation committee **can, if deemed necessary** to gain further information, call for presentations and/or interviews from all the firms in order to develop a final ranking. If presentations/interviews are called, additional scoring on the evaluation criteria will be assigned to the presentation (total 100 points) and the submittal scoring and the presentation scoring will be averaged for the final scores of the evaluation committee and will be used to determine the highest scoring submittal.

9. Independent Estimate- The City of Palatka will prepare an independent, in-house estimate for the project prior to contract negotiation. This estimate will be used during the negotiation.
10. Contract Negotiation- The City of Palatka will require a minimum of a three (3) person team to negotiate with firms. The team consists of the Assistant City Manager, Grants Administrator, and the Project Manager. In the event one of these positions is vacant, the Public Works Director (or their designee) will be utilized in place of the vacancy. Members of the negotiation team may delegate this responsibility to staff members. A cost proposal will be requested from the highest-ranking submitter and will be returned if negotiations are unsuccessful at their request otherwise to be disposed of in a confidential manner. The confidentiality of the information will be controlled by City of Palatka Staff Negotiation team and not disclosed to any other private non-governmental agencies.

11. Contract Type, Terms, Provisions, Assurances, Certifications, and Payment Method

- The City's Draft Project Related Contract shall be attached to the Advertisement (RFP or RFQ).
- The City's advertisement (RFP or RFQ) shall include all provisions, assurances certifications and payment method and will be incorporated into the enclosed contract.
- The Included Attachment A (forms listed below) will be attached to the advertisement and the forms and certifications will be incorporated into the contract document:
 - Certification regarding disbarment, suspension, ineligibility and voluntary exclusion 375-030-32

- Conflict of Interest Confidentiality Certification 375-030-50
 - Certification for Disclosure of Lobbying Activities on Federal Aid Contracts 375-030-33
 - Disclosure of Lobbying 375-030-34 (if applicable)
 - Truth in Negotiation Certification 375-030-30
 - Title VI Assurance DOT 1050.2A, Appendices A and E
 - Professional Services Payment Method: Lump sum – A firm fixed price not subject to adjustment due to the actual cost experience of the Consultant in the performance of the contract. Shall be used as the advertisement for services shall establish the extent, scope, complexity, character, and duration of the work to be required to a degree that fair and reasonable compensation, including a fixed fee, can be determined at the time of negotiation.
12. Acceptable Costs- The City of Palatka will require the City Project Manager to review the contract costs and the indirect cost rates to ensure they are compliant with Federal cost principles.
13. Invoice Processing- The City of Palatka will require the Project Manager, Grants Accountant, Assistant City Manager and Finance Director assigned to any project using federal funds to review and approve all invoices prior to payment and submission for reimbursement. Prompt payment per 49 CFR 26.29 will be followed on all contracts.
14. Project Administration- The City of Palatka will require the assigned Project Manager to monitor work on the project in accordance with the contract, and to file reports with the Assistant City Manager. The City of Palatka's procedures require an evaluation of the consultant's work at the end of each project. These reports are maintained in the City's consultant information database to be used in the assessment of past performance of the consultant when competing for future work.
15. Contract Closeout: Upon final completion of the contract the project manager will file the closeout documents (see below) in the master file with the City Clerk and within the project's digital folder where they are stored for a minimum of 5 years (unless a longer term is dictated by a grant agreement). Contracts will be considered closed out once the:
- Completed scope of work and final payment invoice/pay application is signed by the Project Manager, Engineer, and Department Head;
 - Certificate of Final Completion has been issued and accepted for the project;
 - All applicable work product as is documented in the Contract has been submitted to and accepted by the City, FHWA, FDOT (as applicable) and any other applicable funding agencies;
 - The FDOT form 525-010-50 Local Agency Program Performance Evaluation has been filled out by the project manager and filed for future reference.
 - The consultant agrees to retain all records for 5 years.
 - All documentation and approvals have been obtained from FHWA, FDOT (as applicable), and or any other applicable funding agencies.
16. Professional Liability Insurance: The contract will include a provision that, during the term of the contract, the consultant will carry Errors and Omission insurance which will cover liability for any

claim or non-performance on account of any error, omission, or other provable negligence caused by the consultant in work under this contract. The amount of insurance shall not be less than \$1,000,000 per claim and aggregate. The CITY may require a higher limit as mutually agreed with the consultant during the contract negotiation.

17. Indemnification language to be included within the contract for services: Consultant agrees to assume liability for and indemnify and hold harmless the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against damages, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, in the performance of this Agreement. Consultant's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of Consultant against the CITY, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of the Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Subject to the limitation set forth in this Section, each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction therewith. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
18. Termination (Cause and/or Convenience): The RFP/RFQ will include a provision and become part of the contract stating that the contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under the contract through no fault of the terminating party, 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 certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default is exercised 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 consultant at the time of termination may be adjusted to cover any additional costs to the local government because of the consultant's default.

If termination for convenience is exercised by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the consultant 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 consultant relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor 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 contractor in performing this contract, whether completed or in process.

Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

19. Remedies to Contract Disputes will be covered in the RFP/RFQ and incorporated into the contract as follows: all claims, counter-claims, disputes and other matters in question between the local government and the consultant, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction. The CITY and the Consultant hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, Florida.
20. The City encourages the solicitation and participation of certified DBE business but does not require a quota.

CONTRACT FOR SERVICES

This Contract is made as of the _____ day of _____, 20__, by and between City of Palatka, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and (LEGAL NAME OF ENTITY), a (TYPE OF ENTITY) authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is _____.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of _____, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be

_____, telephone no. _____, e-mail: _____.

The CONSULTANT'S representative/liaison during the performance of this Contract shall be

_____, telephone no. _____, e-mail: _____.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on _____ and complete all services by _____. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of _____ Dollars (\$ _____). The CONSULTANT shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- C. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. ((Revised 06/08/21) 2
- D. "Out-of-pocket" expenses will be reimbursed up to an amount not to exceed _____ Dollars (\$ _____), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in Exhibit "B".
- E. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the City of Palatka Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section II2.06I, Florida Statutes.
- F. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to City of Palatka. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- G. In order to do business with City of Palatka, CONSULTANTS are required to fill out a Vendor Packet through the City's Finance Department.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, in writing, the CONSULTANT 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 CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials. The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the City Commissioners.

ARTICLE 9 - INSURANCE

The CONSULTANT shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as CITY'S review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the CITY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability: CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain

any endorsement(s) excluding Contractual Liability or Cross Liability. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, " City of Palatka, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to CITY upon request.

B. Workers' Compensation Insurance & Employer's Liability: CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability: CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, CITY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy except Professional Liability. 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, then CONSULTANT shall 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 of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this contract, renewal, within forty-eight (48) hours of a request by CITY, and upon expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the CITY or CITY's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to: City of Palatka Board of CITY Commissioners And may be addressed: c/o Department Using the address as indicated in the "Notices" article or another address on agreement of the parties. F. Right to Revise or Reject: CITY, 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, coverage, or endorsements.

ARTICLE 10 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT 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 Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 – GOVERNING LAW

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Putnam County, Florida.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has 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.

The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services. The CONSULTANT shall promptly notify the CITY'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 CONSULTANT'S judgement 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 CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT 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 to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'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 CITY 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 CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'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 Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. 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 Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract 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 CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the

award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The CITY 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 CONSULTANT'S place of business

ARTICLE 19 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The CONSULTANT warrants and represents that throughout the term of the Contract, 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY'S relevant marketplace in City of Palatka. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 20 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 21 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT 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 F.S. 287.133(3)(a).

ARTICLE 22 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of City of Palatka.

ARTICLE 23 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to: 201 N. 2nd Street, Palatka,

If sent to the CONSULTANT, notices shall be addressed to: _____

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 25 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT 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 F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.
- B. B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 27 - COUNTERPARTS

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

ARTICLE 28 - E-VERIFY - EMPLOYMENT ELIGIBILITY

CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant 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. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period. CITY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section

448.09(1), Florida Statutes, as may be amended, CITY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If CITY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by CITY as a result of the termination.

IN WITNESS WHEREOF, the City of Palatka, Florida has made and executed this Contract on behalf of the CITY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST: CITY OF PALATKA CLERK

By:

CONSULTANT: _____
Signature
Company Name _____
Name (type or print) _____
Title: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By _____ CITY Attorney

EXHIBIT "A" SCOPE OF WORK

[INSERT SCOPE. INCORPORATE BY REFERENCE THE BID DOCUMENTS]

EXHIBIT "B" SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the CITY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1 Task(s) to be Completed: Completion Time: _____ Compensation for Phase 1: \$ _____

Deliverable(s) Required:

PHASE 2 Task(s) to be Completed: Completion Time: _____ Compensation for Phase 2: \$ _____

Deliverable(s) Required:

PHASE 3 Task(s) to be Completed: Completion Time: _____ Compensation for Phase 3: \$ _____

Deliverable(s) Required: * "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables

Addendum to RFQ 2024-10 Agreement

This Addendum is made effective as of this ____ day of _____, 2024 by and between the City of Palatka, a municipal corporation (the "City") and _____ or "Provider"

1. The City and Provider are parties to a XXXXXX Agreement dated _____, ___, 2024 ("Agreement") to which this document is an addendum.

2. Scrutinized Companies

- a. In executing this Agreement, Provider certifies that it is not listed on the Scrutinized Companies that Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the Council may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List, or is found to be engaged in a boycott of Israel during the term of the Agreement.
- b. In executing this Agreement Provider certifies it is not on the Scrutinized Companies with Activities in Sudan or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria. Provider agrees that the Council may terminate this Agreement if Provider is found to have submitted a false certification or has been placed on a list pursuant to s. 215.473, relating to scrutinized active business operations in Iran.

3. E-Verify

Provider and any subcontractors used to carry out the duties and responsibilities in this contract, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within 3 business days of hire. In the event the E-Verify system is unavailable, Providers and subcontractors will comply with 448.095(2)(c). If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

4. Annual Budget and TRIM Approval Process

Provider acknowledges that funding for this agreement beyond September 30, 2024, is subject to the City's annual budget and TRIM approval process, as applicable.

Except as otherwise revised pursuant to this Addendum, all terms and provisions of the Agreement will remain in full force and effect.

In witness whereof, the parties have entered this Addendum as of the date and year first entered above.

City of Palatka

Vendor

By: _____

Robbi Correa
Mayor

By: _____

Name: _____

Title: _____

*By signing this Electronic Signature Acknowledgement Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

The rest of this page intentionally left blank

City of Palatka
RFQ 2024-10 SS4 All

	Respondent	Qualifications of the firm and its personnel (30 points)	Firm Experience (20 Points)	Specialized Expertise (20 Points)	Staff Capabilities (20 points)	Workload Capacity (10 Points)	TOTAL
1	Burns McDonnell	28	18	18	18	8	90
2	CHW	28	17	16	17	9	87
3	Kimley Horn	23	15	18	18	8	82
4	Matthews	26	16	16	17	8	83
5	North Florida Professional Services	29	19	19	19	9	95

Reviewer Name: Carlos Dominguez Britto

Signature: 

Date: 4/15/24

Signature: _____
Date: _____

City of Palatka
RFQ 2024-10 SS4 All

Respondent	Technical Approach (30 Points)	Firm Experience (20 Points)	Specialized Expertise (20 Points)	Staff Capabilities (20 points)	Workload Capacity (10 Points)	TOTAL	Notes/ Comments
1 Burns McDonnell	25	15	20	20	10	90	Very high tech, proprietary software utillage, has direct SS4R planning experience, can they conect with the COP community for community engagement? Most of the engineers are in a farther proximity than the other proposals.
2 CHW	15	10	13	20	10	68	No wow factor or Extra frills, concerned that we will not be give a cost estimate until the final concept is approved, seems versed more in pedestrian walkways than multi modal projects.
3 Kimley-Horn	25	20	20	20	10	95	Subcontractors are familiar to City, heavy focus on minority and vulnerable populations, has experience with not only Safety action plans but also with SS4R plans (grant specified), in close proximity to project implementation area, schedule seems realistic.
4 Mathews	20	15	15	20	10	80	Has a standardized formula for calculating cost of project, impression id they will work around NEPA and not with NEPA. Did not provide a schedule, says they will comew up with one.
5 North Florida Professional Services	25	20	20	20	10	95	Already accredited by FDOT. Strong community engagement prescense and tactics, produced full plan for execution and funding attainment after the plan is completed. No mention of NEPA, City required to assemble task force.

Reviewer Name: **Daphne Brusoe**

Signature: 
Date: 11/15/24

MINUTES

Evaluation Committee Meeting

City of Palatka Safe Streets Action Plan Initiative

RFQ 2024-10

Meeting called to order at 2:20 PM

Present: Daphne Brusoe, Grants Writer; Carlos Dominguez Brito, Project Manager; Sunni Krantz, City Clerk; and a member of the public.

Not present: Jason Shaw, Chief of Police

The Floor was opened to committee discussion.

Scores were provided.

Respondent		Daphne Brusoe	Carlos Dominguez Britto	AVERAGE
1	Burns McDonnell	90	90	90
2	CHW	68	87	77.5
3	Kimley Horn	95	82	88.5
4	Matthews	80	83	81.5
5	North Florida Professional Services	95	95	95

Motion by Mr. Dominguez to Recommend North Florida Professional Services as the award recipient of RFQ 2024-10 to the City Commission. Second by Ms. Brusoe. Motion passed unanimously.

Meeting adjourned at 2:27 PM

ADOPT RESOLUTION 2024-R-255 authorizing the Award of ITB 2024-24 and the execution of a Contract with ER Rooter, Inc. in an amount not to exceed \$135,270 for the Construction of the Hank Bryan Park Restrooms

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka is requesting the approval of **Resolution No. 2024-R-255**, which authorizes the award of **ITB 2024-24** for the construction of the **Hank Bryan Park Restroom Project**. This resolution approves the contract with **ER Rooter, Inc.**, a qualified contractor, in an amount not to exceed **\$135,270**.

BACKGROUND

In May 2024, the City of Palatka issued **Invitation to Bid (ITB) 2024-12** for the construction of a restroom facility at **Hank Bryan Park**. The bid was initially reviewed, but concerns were raised by the City Commissioners regarding the final design, costs, and the expected quality of the project. As a result, the ITB was reissued with updated drawings and additional information, including the revised scope of work, to provide more clarity and address the concerns. After receiving bids for ITB **2024-24** on **December 4, 2024**, staff has reviewed the proposals and recommends awarding the contract to **ER Rooter, Inc.**, as they were the most responsive bidder with an updated proposal that aligns with the updated project requirements.

PROJECT ANALYSIS

The **Hank Bryan Park Restroom Project** involves constructing a new restroom facility with two bathrooms and a storage area. The facility will include all required utilities (electrical, plumbing, etc.) and will be ADA-compliant. In addition, the project includes:

1. **Permitting:** All necessary permits for construction.
2. **Electrical:** Bringing onsite power to the new structure.
3. **Plumbing:** Tying into potable water and sanitary sewer systems, including the installation of a new pump station and backflow device.
4. **Site Preparation:** Ensuring ADA accessibility and complete site restoration.
5. **Construction of the Facility:** All materials and tasks necessary to complete the structure and make it operable.

The total bid amount for the project is **\$135,270**, which includes all necessary construction costs, including site preparation, utility connections, and labor.

Staff Recommendation

City staff recommends adopting **Resolution No. 2024-R-255**, which authorizes the award of **ITB 2024-24** and execution of a contract with **ER Rooter, Inc.** for the Hank Bryan Park Restroom Project in the amount of **\$135,270**. The staff believes this contract will meet the City's requirements for the restroom construction and address all concerns raised during the previous bid process.

All necessary permits and final inspections will be handled by the contractor, and all work will comply with the City's specifications.

ATTACHMENTS

1.	2024-R-255 awarding contract with ER Rooter Inc for the Hank Bryan Restroom project
2.	CONTRACT FOR SERVICES ITB 2024-24- FINAL
3.	ITB 2024 24 Hank Bryan Restroom Construction
4.	ITB 2024-24 Hank Bryant Restrooms PLANS.
5.	ITB 2024-24 BID TAB EXXECUTED
6.	Hank Bryan Park Restrooms ppt

RESOLUTION NO. 2024-R-255

**A RESOLUTION AUTHORIZING AWARD OF ITB 2024-24
AND EXECUTION OF A CONTRACT WITH ER ROOTER,
INC.; AUTHORIZING A FY 2024-25 BUDGET TRANSFER;
PROVIDING FOR SCRIVENER’S ERRORS; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on November 16, 2024, the City of Palatka issued ITB 2024-24, City of Palatka Restroom Construction, Hank Bryan Park (THE PROJECT), and received bids on December 4, 2024; and

WHEREAS City staff has recommended the award of ITB 2024-24 to ER Rooter, Inc. as the most responsive bidder at a total amount not to exceed \$135,270; and

WHEREAS, the City of Palatka has budgeted \$73,000 for the project in the FY 2024-25 Budget, with the remaining balance to be funded from available resources as determined by the Finance Director; and

WHEREAS, the City deems it reasonable and necessary to award ITB 2024-24, execute a contract, and approve funding for the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida:

SECTION 1. The City Commission hereby authorizes the award of ITB 2024-24 and the execution of a contract with ER Rooter, Inc. for the construction of the restroom facility at Hank Bryan Park in an amount not to exceed \$135,270.

SECTION 2. The City Commission further authorizes the following budget transfer and amendment to provide funding for the project:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
101-18-519-6-6457	Hank Bryan Park Restroom	\$73,000	62,270.00	\$135,270
TBD	TBD	\$	(\$62,270.00)	\$

SECTION 3. The Interim City Manager or designee is authorized to determine the appropriate source of funds for the remaining balance of \$62,270, subject to review by the Finance Director.

SECTION 4. The Mayor and City Clerk are hereby authorized to execute and attest to the contract with ER Rooter, Inc. for the project and any other documents associated with and necessary to the completion of the above referenced project.

SECTION 5. The Interim City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December, 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

TROY BELL, ICMA-CM,
MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

CONTRACT FOR SERVICES ITB 2024-24

City of Palatka Restroom Construction, Hank Bryan Park

This Contract is made as of the _____ day of _____, 20__, by and between City of Palatka, a Political Subdivision of the State of Florida, hereinafter referred to as the CITY, and ER ROOTER, INC a Corporation authorized to do business in the State of Florida, hereinafter referred to as ER ROOTER, INC, whose Federal I.D. is _____. In consideration of the mutual promises contained herein, the CITY and ER ROOTER, INC. agree as follows:

ARTICLE 1 – SCOPE OF WORK AND CONTACTS

ER ROOTER, INC. responsibility under this Contract is to provide services to construct and permit a complete restroom facility, including all utility terminations at Hank Bryan Park, located at 450 S. 14th St, Palatka, FL 32177, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Carlos Dominguez, e-mail: cdominguezbrito@palatka-fl.gov.

ER ROOTER, INC. representative/liaison during the performance of this Contract shall be Elio Rodriguez 5220 Helm Ave, Jacksonville, FL 32244.

ARTICLE 2 - SCHEDULE

ER ROOTER, INC. shall commence services after the execution of a notice to proceed and complete all services no later than 90 days after the issuance of a Notice to Proceed. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS ER ROOTER, INC.

- A. The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out of pocket" expenses (specified in paragraph C below) shall not exceed a total contract amount of One hundred thirty-five thousand, two hundred seventy Dollars (\$135,270.00). ER ROOTER, INC. shall notify the CITY's representative in writing when 90% of the "not to exceed amount" has been reached.
- B. ER ROOTER, INC will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the

Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- C. Invoices received from ER ROOTER, INC. pursuant to this Contract will be reviewed and approved by the CITY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Final Invoice: In order for both parties herein to close their books and records, ER ROOTER, INC. will clearly state "final invoice" on ER ROOTER, INC final/last billing to the CITY. This shall constitute ER ROOTER, INC certification that all services have been properly performed and all charges and costs have been invoiced to City of Palatka. Any other charges not properly included on this final invoice are waived by ER ROOTER, INC.
- E. In order to do business with City of Palatka, ER ROOTER, INC is required to fill out a Vendor Packet through the City's Finance Department.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by ER ROOTER, INC shall also act as the execution of a truth-in negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged ER ROOTER, INC most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ER ROOTER, INC's. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by ER ROOTER, INC upon sixty (60) days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of ER ROOTER, INC. It may also be terminated, in whole or in part, by the CITY, with cause upon five (5) business days written notice to ER ROOTER, INC or without cause upon ten (10) business days written notice to ER ROOTER, INC. Unless ER ROOTER, INC is in breach of this Contract, ER ROOTER, INC shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, in writing, ER ROOTER, INC 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 CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

ER ROOTER, INC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required

herein under shall be performed by ER ROOTER, INC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. Any changes or substitutions in ER ROOTER, INC key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective. ER ROOTER, INC warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of ER ROOTER, INC personnel (and all Subcontractors), while on CITY premises, will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. ER ROOTER, INC is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If ER ROOTER, INC uses any subcontractors on this project the following provisions of this Article shall apply: If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, ER ROOTER, INC shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by ER ROOTER, INC. ER ROOTER, INC shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is ER ROOTER, INC authorized to use the CITY'S Tax Exemption Number in securing such materials. ER ROOTER, INC shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the City Commissioners.

ARTICLE 10 - INSURANCE

ER ROOTER, INC shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by ER ROOTER, INC, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by ER ROOTER, INC under the Contract. ER ROOTER, INC agrees to notify the CITY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability:

ER ROOTER, INC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability. Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, " City of Palatka, a Political Subdivision of the State of Florida, its Officers, Employees,

and Agents” as an Additional Insured. A copy of the endorsement shall be provided to CITY upon request.

B. Workers’ Compensation Insurance & Employer’s Liability:

ER ROOTER, INC shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.

C. Professional Liability:

ER ROOTER, INC shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, CITY reserves the right, but not the obligation, to review and request a copy of ER ROOTER, INC most recent annual report or audited financial statement. For policies written on a “claims-made” basis, ER ROOTER, INC warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, ER ROOTER, INC shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve ER ROOTER, INC of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims-made” form. If coverage is provided on a “claims-made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

D. Waiver of Subrogation:

Except where prohibited by law, ER ROOTER, INC hereby waives any and all rights of Subrogation against the CITY, its officers, employees and agents for each required policy except Professional Liability. 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, then ER ROOTER, INC shall 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 of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should ER ROOTER, INC enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance:

On execution of this contract, renewal, within forty-eight (48) hours of a request by CITY, and upon expiration of any of the required coverage throughout the term of this Agreement, ER ROOTER, INC shall deliver to the CITY or CITY’s designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to: City of Palatka Board of CITY Commissioners And may be addressed: c/o Department Using the address as indicated in the “Notices” article or another address on agreement of the parties. F. Right to Revise or Reject: CITY, 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, coverage, or endorsements.

ARTICLE 11 - INDEMNIFICATION

ER ROOTER, INC shall protect, defend, reimburse, indemnify and hold CITY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss,

cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of ER ROOTER, INC.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and ER ROOTER, INC 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 Contract. Except as above, neither the CITY nor ER ROOTER, INC shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 13 – GOVERNING LAW

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Putnam County, Florida.

ARTICLE 14 - CONFLICT OF INTEREST

ER ROOTER, INC represents that it presently has 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.

ER ROOTER, INC further represents that no person having any such conflict of interest shall be employed for said performance of services. ER ROOTER, INC shall promptly notify the CITY'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 ER ROOTER, INC judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ER ROOTER, INC may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by ER ROOTER, INC. The CITY agrees to notify ER ROOTER, INC of its opinion by certified mail within thirty (30) days of receipt of notification by ER ROOTER, INC. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by ER ROOTER, INC, the CITY shall so state in the notification and ER ROOTER, INC 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 to the CITY by ER ROOTER, INC under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

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

ARTICLE 16 - ARREARS

ER ROOTER, INC shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. ER ROOTER, INC further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

ER ROOTER, INC shall deliver to the CITY'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 CITY 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 CITY or at its expense will be kept confidential by ER ROOTER, INC and will not be disclosed to any other party, directly or indirectly, without the CITY'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 Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. 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 Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

ER ROOTER, INC is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to ER ROOTER, INC sole direction, supervision, and control. ER ROOTER, INC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects ER ROOTER, INC relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. ER ROOTER, INC does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

ER ROOTER, INC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ER ROOTER, INC to solicit or secure this Contract 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 ER ROOTER, INC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

ER ROOTER, INC shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The CITY 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 ER ROOTER, INC place of business

ARTICLE 21 - NONDISCRIMINATION

The CITY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. ER ROOTER, INC warrants and represents that throughout the term of the Contract, 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, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract. As part of such compliance, ER ROOTER, INC shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall ER ROOTER, INC retaliate against any person for reporting instances of such discrimination. ER ROOTER, INC shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY'S relevant marketplace in City of Palatka. ER ROOTER, INC understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. ER ROOTER, INC shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE

ER ROOTER, INC 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 CITY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INC 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 F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by ER ROOTER, INC of the CITY'S notification of a contemplated change, ER ROOTER, INC shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect ER ROOTER, INC ability to meet the completion dates or schedules of this Contract. If the CITY so instructs in writing, ER ROOTER, INC shall suspend

work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change. If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and ER ROOTER, INC shall not commence work on any such change until such written amendment is signed by ER ROOTER, INC and approved and executed on behalf of City of Palatka.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the CITY, notices shall be addressed to: 201 N. 2nd Street, Palatka, FL 32177

With copy to: City of Palatka Attorney's Office, 201 N. 2nd Street, Palatka, FL 32177

If sent to ER ROOTER, INC notices shall be addressed to:

ER ROOTER, INC:

Elio Rodriguez

ER ROOTER, INC

5220 Helm Avenue

Jacksonville, FL 32244

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and ER ROOTER, INC agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

ER ROOTER, INC shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ER ROOTER, INC 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 29 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INCs 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 F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if ER ROOTER, INC is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the CITY.
- B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, ER ROOTER, INC certifies that it, its affiliates, suppliers, subcontractors and ER ROOTER, INCs 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 Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in

Cuba or Syria. If the CITY determines, using credible information available to the public, that a false certification has been submitted by ER ROOTER, INC, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

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

- A. Keep and maintain public records required by the CITY to perform services as provided under this Contract.
- B. Upon request from the CITY'S Custodian of Public Records, provide the CITY 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.
- 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 contract term and following completion of the Contract, if ER ROOTER, INC does not transfer the records to the public agency.
- D. Upon completion of the Contract ER ROOTER, INC shall transfer, at no cost to the CITY, all public records in possession of ER ROOTER, INC unless notified by CITY'S representative/liaison, on behalf of the CITY'S Custodian of Public Records, to keep and maintain public records required by the CITY to perform the service. If ER ROOTER, INC transfers all public records to the CITY upon completion of the Contract, ER ROOTER, INC shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ER ROOTER, INC keeps and maintains public records upon completion of the Contract, ER ROOTER, INC shall meet all applicable requirements for retaining public records. All records stored electronically by ER ROOTER, INC must be provided to CITY, upon request of the CITY'S Custodian of Public Records, in a format that is compatible with the information technology systems of CITY, at no cost to CITY. Failure of ER ROOTER, INC to comply with the requirements of this article shall be a material breach of this Contract. CITY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. ER ROOTER, INC acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein

ARTICLE 31 - COUNTERPARTS

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

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

ER ROOTER, INC warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ER ROOTER, INC subcontractors performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. ER ROOTER, INC shall obtain from each of its subcontractor 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. ER ROOTER, INC 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 CONTRACT which requires a longer retention period. CITY shall terminate this CONTRACT if it has a good faith belief that ER ROOTER, INC has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If CITY has a good faith belief that ER ROOTER, INC subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, CITY shall notify ER ROOTER, INC to terminate its contract with the subcontractor and ER ROOTER, INC shall immediately terminate its contract with the subcontractor. If CITY terminates this CONTRACT pursuant to the above, ER ROOTER, INC shall be barred from being awarded a future contract by CITY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, ER ROOTER, INC shall also be liable for any additional costs incurred by CITY as a result of the termination.

IN WITNESS WHEREOF, the City of Palatka, Florida has made and executed this Contract on behalf of the CITY and ER ROOTER, INC has hereunto set its hand the day and year above written.

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, _____, on behalf of

(Name of Company/Individual/Organization/Association/Non-governmental entity)
hereby attest under penalty of perjury that our organization does not use coercion of labor or services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.

Signature

Date

Print Name

Title – must be an officer or a
Representative of the nongovernmental entity

**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization this _____ day of _____, by
_____, to me personally known to be the person described in and
who executed the foregoing instrument, or who produced appropriate identification, and
acknowledged before me the execution of same.

My commission expires:

Notary Public



Attest: City Of Palatka Clerk:

Sunni Krantz, City of Palatka Clerk

City of Palatka Mayor:

Roberta Correa, City of Palatka Mayor

Contractor:

Signature

Company:

Name (print):

Company:

Title:

Approved as to Form And Legal Sufficiency.

By:

Jane West, City of Palatka Attorney

EXHIBIT "A" SCOPE OF WORK

Scope of Work

Description of Work

PART 1 THE WORK AND ITS PERFORMANCE

1.01 CHARACTER OF THE WORK

Unless otherwise expressly provided in the Contract Documents, the Work must be performed in accordance with best modern practice, with materials and workmanship of the highest quality to the satisfaction of the Owner.

1.02 DESCRIPTION OF THE PROJECT

A. The project title is: **CITY OF PALATKA TURF MAINTENANCE**

B. The Work consists of furnishing all labor, equipment, and materials for the following:

construct and permit a complete restroom facility, including all utility terminations at Hank Bryan Park, located at, **450 S 14th St, Palatka, FL 32177**. Any necessary engineering, drawings, permitting, inspections, materials, and equipment rentals to be included

C. The specification divisions and drawings are an integrated part of the contract documents and, as such, will not stand alone if used independently as individual sections, divisions, or drawings sheets. The drawings and specifications establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials and equipment.

PART 2 WORKING HOURS

1.01 GENERAL

Work under this contract shall not be prosecuted on Sundays or on state and/or national holidays, except in time of emergency, and then only under written permission from the Owner who shall be the sole judge as to the urgency of that situation. On weekdays and Saturdays, the workday shall be limited to daylight hours unless the Owner approves in writing of alternate work hours.

Should the Contractor deem it necessary to work on Sundays, holidays, or beyond daylight hours in order to comply with his construction schedule or because of an emergency, the Contractor shall request permission of the Owner. If, in the opinion of the Owner, the need is bona fide, he will authorize the Contractor to work such hours as may be necessary.

1.02 REIMBURSEMENT FEES

The following hourly rates shall be applied as Owner's reimbursement of Engineer's fee to be paid by Contractor for expenses defined in Supplemental Conditions SC-6.02.C, SC- 6.05.A.2.f, SC-6.17.E.2, SC-9.05.B and SC-13.03.A.

- | | |
|-------------------------------|-------|
| A. Project Manager | \$130 |
| B. Construction Administrator | \$100 |
| C. Engineer | \$95 |
| D. Administrative Assistant | \$65 |

PART 3 ABBREVIATIONS

3.01 ORDINANCES, REGULATIONS, STANDARDS, AND CODES

Reference in the specifications to known standards, codes, specifications, etc., promulgated by professional or technical associations, institutions, and societies, is intended to mean the latest edition of each such standard adopted and published as of the date of the Invitation to Bid on this project except where otherwise specifically indicated.

Each such standard referred to shall be considered a part of the specifications to the same extent as if reproduced herein in full. The following is a list of applicable documents that apply to this contract.

American Association of State Highway and Transportation Officials
(AASHTO) formerly (AASHO)

American Concrete Institute (ACI)

American Institute of Steel Construction

(AISC) American Iron and Steel

Institute (AISI) American National

Standards Institute (ANSI) American

Standards Association (ASA)

American Society of Mechanical Engineers

(ASME) American Society of Testing and

Materials (ASTM) American Water Works

Association (AWWA) American Welding

Society (AWS)

Anti-Friction Bearing Manufacturer's Association (AFBMA)

Building Officials and Code Administrators International, Inc.

(BOCA) Construction Specifications Institute (CSI)

Federal Specifications (FS)

Florida Department of Transportation (FDOT) Standard Specifications for
Road and Bridge Construction, Latest English Edition (Standard
Specifications)

Florida Department of Traffic Design Standards Latest English Edition

(FDOT Index) National Bureau of Standards (NBS)

National Electrical Manufacturer's Association

(NEMA) National Fire Protection Association (NFPA)

Portland Cement Association (PCA)

Occupational Safety and Health Act (Public Law 91-596), U.S. Department of Labor (OSHA)

Steel Structures Painting Council (SSPC)

Southern Standards Building Code

(SSBC) Underwriters' Laboratories, Inc.

(UL)

United States of America Standards Institute (USASI)

Regulations of Florida Industrial Commission Regarding

Safety

All local, state, county, or municipal building codes requirements of the Owner's Insurance

END OF SECTION



Invitation to Bid (ITB) 2024-24
City of Palatka Restroom Construction, Hank Bryan Park

The City of Palatka is seeking proposals for a qualified and licensed contractor(s) to provide a guaranteed maximum bid for the construction a restroom facility at **450 S 14th St, Palatka, FL 32177**. Any necessary engineering, drawings, permitting, inspections, materials, and equipment rentals should be included and described in detail for this proposal.

Advertisement Date: November 16, 2024

Pre-bid Meeting: November 22, 2024 @ 3:00 pm

Deadline to submit questions: November 26, 2024

Deadline for submissions: December 4, 2024 @ 3:30 pm

Contact: Carlos Dominguez Brito
cdominguezbrito@palatka-fl.gov

A non-mandatory pre-bid meeting will be held to ensure that each contractor has the opportunity to examine and document the site for the purpose of generating a proposal. Any and all questions asked during these meetings will be documented and posted as an addendum. The location for the non-mandatory pre-bid meeting is on site at **450 S 14th St, Palatka, FL 32177 at the proposed construction location**.

The City reserves the right to enter into agreements with multiple respondents in part or in whole, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. No fax or e-mail proposals will be accepted.

Respondents are required to submit one (1) original and one (1) digital copy on a thumb drive in a sealed envelope marked "**RESPONSE TO PALATKA ITB 2024-24**". All questions shall be emailed to the contact listed and, all questions will be answered in writing. The City is under no obligation to answer any questions received after this date. All materials submitted pursuant to this solicitation shall become the property of the City of Palatka. The City of Palatka supports Equal

Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the City's contract manager and sole contact listed above.**

City of Palatka
Attn: City Clerk 201 North Second St.
Palatka, FL 32177

The bid must be submitted in a sealed envelope or container stating on the outside the proposer's name, address, telephone number and solicitation title-number and delivered to: Hand-carried and express mail proposals may be delivered prior to the due date must be delivered to the above address **ONLY** between the hours of **8:30 a.m. and 5:00 p.m.**, local time, Monday through Friday, excluding holidays observed by the City. Hand-carried and express mail proposals delivered on the due date must be received between the hours of **8:30 a.m. and the bid closing time.**

Bids will be opened and read aloud following the deadline for receipt.

Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Any proposal received after the deadline will not be considered and will be returned unopened. The City reserves the right to reject any and all submittals received in response to this solicitation as determined to be in the best interests of the City. The City may not award an agreement(s) solely on the basis of this solicitation and will not pay for the information solicited or obtained. Any information obtained may be used to determine the suitability of the proposal.

Bids must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer, and proposer(s) must affix their company's corporate seal to the proposal. In the absence of a corporate seal, the Proposal must be notarized by a Notary Public.

Non-acceptance of any proposal will not imply any criticism of the proposal or convey any implication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed to be more advantageous to the City. All material submitted in response to the solicitation becomes the property of the City and will be returned only at the option of the City.

Costs for developing proposals in response to this solicitation are entirely the obligation of the respondent and shall not be chargeable in any manner to the City. Explanations desired by the submitter(s) regarding the meaning or interpretation of this solicitation must be obtained from

the contact person, in writing via email, as is further described below.

To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person.

During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in a particular procurement process City officials or employees. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

The blackout period means the period between the time the submittals for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received by the City of Palatka and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

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General Terms

1) Intent

It is the intent of this solicitation is to award a proposal from qualified and licensed contractor(s) to provide a guaranteed maximum cost to construct the specified facility. Should the city then choose to proceed by contract amendment to include the guaranteed maximum price for the specified facility in this contract, the contractor would then construct the specified facility at **450 S 14th St, Palatka, FL 32177**. Any necessary engineering, drawings, permitting, inspections, materials, and equipment rentals should be included and described in detail for this proposal.

2) City of Palatka General Conditions

- i. **Insurance**
The Contractor shall have and maintain liability insurance that is in force until the work is completed and accepted by the City. The Contractor shall furnish, to the City, a certificate of insurance included with the quote document.
- ii. **Minimum Qualifications**
Vendors shall be licensed to do business in the State of Florida. Vendor may be asked to submit a Sunbiz report showing your company registered as "Active". Vendors must be a properly registered and licensed commercial organization and able to provide the goods or services identified in the scope of work, by all applicable state and local agencies.
- iii. **Warranties**
The Contractor guarantees that the workmanship to be done under this contract and the materials to be furnished by the supplier for the use in the construction of the same will be from defects or flaws. This warranty shall be for a period of one year from the date of completion.
- iv. **Indemnification**
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and their agents, and employees against all claims, damages, losses, and expenses, including but not limited to, attorneys' fees arising out of or resulting from the performance of the work regardless of standard of care. This indemnification extends to all costs and all attorneys' fees incurred by the City.
- v. **Acceptance Period of Offers**
The City shall have up to a maximum of 60 days from date of quote opening to accept an offer under this contract.
- vi. **Rejection of Offers**
The City reserves the right to reject any or all proposals whenever such rejection is in their best interest. The City reserves the right to reject the proposal of a Contractor who has

previously failed to perform properly or to complete on time Contracts of a similar nature. The City also reserves the right to reject a proposal from a Contractor if an investigation shows that the contractor is not able to perform the Contract.

vii. **Right to Change or Additional Work**

The City reserves the right to submit change orders in writing to the Contractor. The City reserves the right to change unit quantities, add or delete project areas without negotiating a new price. The City reserves the right to negotiate unit pricing for items not included in this quote package.

viii. **Payment**

For projects totaling over \$25,000.00 and up to \$250,000, the City representative shall make payment of ninety (90%) percent of the quoted amount upon substantial completion of the work. The remaining ten (10%) percent of funds for the quoted work shall be held by the City as retainage until all concerns are addressed, all items are completed, and work is fully inspected and accepted by the City.

ix. **Post Inspection and Acceptance of Work**

Inspections of the finished work shall be performed by the City or City appointed representative within ten (10) business days to determine the acceptability of the work for payment. If any items are identified by the City as a result of said inspection, the City will provide the Contractor with a "punch list" of items considered by the City to be substandard or incomplete. The final payment of ten (10%) percent retainage (reference in payment section) shall not be paid until all corrective action needed to satisfy the "punch list" items have been completed to the satisfaction of the City. If within thirty (30) days of the date of substantial completion, the Contractor has failed to remedy all punch list items to the satisfaction of the City, the City may, but shall not be obligated to cause all such remaining items to be remedied through the use of other contractors and deduct the cost thereof from the retainage. To the extent said retainage does not adequately cover the cost of the necessary remedies the City may recover said costs from the Contractor including without limitation all of the City's attorney fees and costs incurred in pursuit thereof.

x. **Contract Time**

The Contractor shall have fifteen (15) business days to return Contract originals from the time the Contractor receives a "Notice of Award".

The City will return a "fully executed" Contract to the Contractor no later than ten (10) business days after the return of the executed Contract originals (but no later than fifteen (15) business days from the Notice of Award).

"The work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed date. Construction of the project:

Time of Substantial Completion is to be no longer than 90 consecutive calendar days total from the Notice to Proceed date delivered by the City, unless an extension is granted in writing by the City and agreed upon by both parties.

Time of Final Completion is to be no longer than 30 consecutive calendar days total after Substantial Completion, unless an extension is granted in writing by the City and agreed upon by both parties.

xi. **Liquidated Damages**

Where applicable liquidated damages shall apply.

Conditions under which Liquidated Damages are Imposed: Should the Contractor or, in case of his default, the Surety, if one is utilized, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the Owner, the Contractor or, in case of his default, the Surety, if one is utilized, shall pay to the Owner, not as a penalty but as liquidated damages, the amount so due as determined by the following schedule: **\$100.00 Dollars Per Calendar Day**

xii. **Bid Bond**

Each proposer must provide with the submission of the Bid a Security Bid Bond issued by a surety company licensed to do business in the state in an amount equal to five percent (5%) of the Bid Price submitted. A Firm shall forfeit the Security Bid Bond if the Firm refuses or fails to execute the Agreement within fifteen (15) calendar days from the Notice to Proceed.

xiii. **Construction Bond**

In accordance with the provisions of Section 255.05, Florida Statutes, the Contractor shall provide to the CITY, a 110% Public Construction Bond in an amount not less than the total cost of the Project. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety. Moreover, Contractor agrees that the following language shall be expressly included within the language of its Public Construction Bond:

“Surety expressly agrees to be bound by all terms and conditions relating to liquidated, delay and time or impact related damages, and is responsible for any and all warranty obligations or damages as a result of latent defects or deficiencies in the work performed under the Contract Documents incorporated herein or as provided for by Florida law.”

The Bond must be written by a Surety licensed to do business in Florida and named in the current list of “Companies’ Holding Certificates of Authority as Acceptable Sureties on Federal Bonds” as published in Circular 570(as amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of Treasury.

When the successful Bidder delivers the executed Agreement to the CITY, it must be accompanied by the required Construction Bond and required insurance certificates and

policies if applicable. Such bond shall be executed and issued by a resident agent licensed and having an officer in Florida, representing such corporate surety. Attorney-in-fact who sign bonds must file with such bond a certified copy of their Power-of-Attorney to sign said bonds.

Before commencing the work or before commencing the work after a default or abandonment, the Contractor shall provide to the City a certified copy of the recorded bond. Notwithstanding the terms of the Contract or any other law governing prompt payment for construction services, the City may not make a payment to the Contractor until the Contractor has complied with this paragraph.

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Scope of Work

1) Description of Work

The City of Palatka is seeking proposals for a qualified and licensed contractor(s) to provide a proposal for services to construct and permit a complete restroom facility that includes 2 bathrooms and a storage., including all utility terminations at Hank Bryan Park, located at, **450 S 14th St, Palatka, FL 32177**. Any necessary engineering, drawings, permitting, inspections, materials, and equipment rentals should be included and described in detail for this proposal.

A complete proposal for construction services shall describe and include pricing for the following:

Construction Cost to consider:

- *Permitting:*
 - *All required documents for permitting and construction.*
- *Electrical:*
 - *All required materials and tasks associated with bringing the existing onsite power to the structure and tying it in to the new structure.*
 - *All required materials and tasks associated with completing the proposed structure.*
- *Plumbing:*
 - *All required materials and tasks associated with bringing the existing onsite potable water to the structure and tying in to the proposed structure.*
 - *All required materials and tasks associated with tying sanitary sewer for this structure to the existing force main located on the North side of Diana Drive.*
 - *This will require the installation of a minimum 200gal pump station with 2HP grinder pump and back flow device.*
 - *This will require a directional bore under Diana Drive.*
- *Site prep and flat work:*
 - *All required materials and tasks associated with preparation of the site for the proposed structure.*
 - *All required materials and tasks associated with providing an ADA traversable path to the proposed structure.*
 - *Complete restoration of any disturbed areas shall be completed with this work.*
 - *All exposed soil shall be sodded, sod shall match adjacent turf.*
- *Structure:*
 - *All required materials and tasks associated with completing the proposed structure.*
 - *All required materials and tasks to finish and make operable the proposed structure.*

It is understood that except as otherwise specifically stated in the contract, the vendor (contractor) shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including the City of Palatka) necessary for the execution of work shall be secured by the vendor. All supplies and material shall be new.

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2) Terms for Work

i. Pre-Inspection of Existing Conditions

Each Contractor, before submitting an offer, shall become completely familiar with the required work and shall rely on their own investigation to verify site conditions, measurements, and quantities. The City Representative will be available to have the proposed site inspected. No consideration will be granted for any alleged misunderstanding of the material to be furnished, the work to be done, or for any defects in the final product that are the result of the absence of a site pre-inspection and the lack of knowledge of existing conditions.

ii. General requirements

All work shall be completed by the successful bidder and include all necessary labor, materials and equipment needed to complete the work. The selected contractor shall complete all the work in conformance with City, County, State and Federal regulations.

iii. Equipment Requirements

All hauling equipment used on the project shall meet the requirements of the most recent edition of FDOT Standard Specifications.

iv. Hours of Operation

The normal hours of operation for the City of Palatka Public Works are 7:30 am to 3:30 pm, holidays excluded and shall be the schedule that governs the contract. Work outside of this schedule requires approval by the City Representative.

v. Construction Scheduling

All work must be performed as scheduled through the City Representative. Any work performed without the expressed permission of the City Representative may be removed at the cost of the contractor.

vi. Weather

City of Palatka Facilities shall never be opened to the elements at any time unless otherwise stated or specified by the City or its representative in writing. All openings must be covered in a manner to withstand any weather conditions and must be secured to avoid any persons or animals entering city facilities through openings resulting from the proposed work.

All roofing projects shall be weather tight at the conclusion of each working day.

vii. Standards

FDOT Standards – Where applicable all construction shall be performed as specified in the FDOT Standard Specifications for similar circumstances unless specifically requested by the City Representative in writing.

Design Standards – Where applicable all construction shall be performed as specified in the provided plans unless specifically requested by the City Representative in writing.

ADA Standards – All construction requested on behalf of the City of Palatka shall comply with the most recent ADA Accessibility standards.

Florida Building Code Standards - All construction requested on behalf of the City of Palatka shall comply with the most recent Florida Building Code standards.

Testing - All materials and every detail of work will be subject to inspection by The City Representative. The City Representative shall be allowed access to all parts of the work.

viii. **Maintenance of Traffic**

The contractor shall provide all MOT required for the work requested unless specifically noted by the City Representative in writing. All Maintenance of Traffic shall comply with the most recent FDOT standards. A Maintenance of Traffic plan shall be submitted to and approved by the City of Palatka prior to the commencement of any work that requires Maintenance of Traffic.

ix. **Debris removal**

Winning bidder will be responsible for the collection and disposal of all debris generated during the course of work performed.

x. **Clean Up**

At completion, each site shall be left in a neat and clean condition, subject to approval of The City Representative. No debris or material of any kind shall be left on site outside of designated laydown areas overnight at any time. Restoration of any damaged or altered items shall be completed prior to payment from the City.

xi. **Safety**

All work must be conducted in strict accordance with the latest Regulations of OSHA.

xii. **Materials**

Fasteners – Where applicable and unless specified otherwise, all fasteners shall be stainless steel and sized appropriately according to the most recent version of the Florida Building Codes.

Brackets - Where applicable and unless specified otherwise, all brackets shall be stainless steel or Hot Dipped Galvanized (HDG) and sized appropriately according to the most recent version of the Florida Building Codes.

Concrete mixtures – Where applicable and unless specified otherwise all concrete mixtures

shall be a minimum of 3000psi (at 28 days) fiber reinforced with no more than a 4"-5" slump.

Fill material - Where applicable and unless specified otherwise, all fill material shall be clean and free of any organic material and able to be compacted to a level suitable.

Lumber decking - Where applicable and unless specified otherwise, all lumber decking shall be pressure-treated to a minimum rating of **UC4B** as described by the American Wood Protection Association Use Category System.

Exterior structural lumber - Where applicable and unless specified otherwise, all exterior structural lumber shall be pressure-treated to a minimum rating of **UC4B** as described by the American Wood Protection Association Use Category System.

Paint or coloring of materials - Where applicable and unless specified otherwise, the City reserves the right to be presented and select colors for paint or materials related to this project.

xiii. **Miscellaneous**

- The contractor shall take all necessary precautions to limit dust.
- The contractor shall ensure that transitions from new work to existing are constructed in such a manner as to limit any vertical change in the surface to less than ¼ of an inch.
- The contractor shall ensure that new work is constructed in a manner that is at minimum compliant with the most recent version of the FDOT Standard Plans, ADA Standards for Accessible Design, and the Florida Building Codes.
- Mechanical breaking by other means will be allowed in instances where there is a need. In either case the contractor shall insure that the abutting structures are not disturbed by the removal process.
- **CONTRACTOR SHALL REQUEST AND VERIFY ALL UTILITIES LOCATES WITHIN PROPOSED AREAS OF WORK PRIOR TO THE START OF CONSTRUCTION.**

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Submission Requirements

To be considered, bids must include the following information:

1. ☐ Attachment: A - PROPOSER'S CERTIFICATION
2. ☐ Attachment: B – STATEMENT OF VENDOR'S QUALIFICATION
3. ☐ Attachment: C - CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES
4. ☐ Attachment: D - CITY OF PALATKA DRUG-FREE WORKPLACE POLICY
5. ☐ Attachment: E – CERTIFICATES AS TO CORPORATE PRINCIPAL (Bid Bond)
6. ☐ Attachment: F – CONTACT INFORMATION AND REFERENCES
7. ☐ Attachment: G – BID PRICING SHEET
 1. ☐ Certificate of Insurance demonstrating general liability, auto, and worker compensation insurance.
 2. ☐ Documentation of workman's compensation coverage.
 3. ☐ No less than two independent references for similar work previously completed.

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Attachment "A"
PROPOSER'S CERTIFICATION

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

The undersigned has read the City of Palatka's **ITB 2024-02**, the other related documents identified in the solicitation, and any Addenda, receipt of all which is hereby acknowledged.

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing, and able to perform.

Name (Print)

Signature

Date

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

Attachment "B"

STATEMENT OF VENDORS QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- Name of Vendor?
- Permanent main office address?
- Date organized?
- How many years have you been engaged in the contracting business under your present firm or tradename?
- Contracts on hand, (Schedule of these contracts, showing amount of each contract and the appropriate anticipated dates of completion.)
- General character of work performed by your company?
- Have you ever failed to complete any work awarded to you? If so, where and why?
- Have you ever defaulted on a contract? If so, where and why?
- List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- List your major equipment currently owned or leased.
- Experience in work similar to this type of project.
- Background and experience of the principal members of your organization, including the officers.
- Credit currently available: \$ _____
- Bank reference: _____
- Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

- The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name (Print)

Signature Date

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

This area left blank intentionally.

Attachment "C"

PROPOSER'S CERTIFICATION CITY OF PALATKA, FLORIDA SWORN
STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY
CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records 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:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. 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 City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly 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 the state or of the United States with the legal power to enter into a binding contract for 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.)

- ☐ 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 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. (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.)

Name (Print)

Signature

Date

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ____ day of _____, 20__, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

Attachment "D"

CITY OF PALATKA DRUG-FREE WORKPLACE POLICY

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EMAIL: _____

Attachment "E"

CERTIFICATES AS TO CORPORATE PRINCIPAL (Bid Bond)

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know their signature, and the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

Secretary Signature

Corporate Seal

(Contractor to complete upper portion)

(Surety to complete lower portion)

STATE OF _____

COUNTY OF _____

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-In-Fact, for the _____ and that they have been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of the City of Palatka, Florida.

Subscribed and sworn to me this _____ day of _____, 2024, A.D.

NOTARY PUBLIC
State of Florida-at-large
My Commission Expires: _____

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

Attachment "F"

Contact Sheet and References

Contractor Name: _____

Contact Name: _____

Contact Phone #: _____

Address: _____

Reference 1: (Name and Phone Number) _____

Reference 2: (Name and Phone Number) _____

_____ Date: _____

Authorized Contractor's Representative Signature

Signature indicates the proposal has a full understanding of the work as described in this Request for Proposal and the intent to complete the work as directed by the City of Palatka.

This area left blank intentionally.

Attachment "G"
Public Construction Bond

Bond No. _____

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to _____, herein called Owner, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, _____, between Principal and Owner for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 2024.

_____ (Name of Principal)

By: _____ (As Attorney in Fact)

____ (Name of Surety)

Attachment "H"

BID PRICING SHEET & SPECIFICATIONS

ITB 2024-XX PRICE SHEET				
Primary Items				
Item No.	Qty	Unit	Description	Unit Price
1	1	LS	Construction cost with a guaranteed maximum expense.	\$
Total Proposed Cost				

***Please fill all blank cells in the table above.**

***Provide any exceptions taken to the specifications in a letter format on company letterhead.**

***Re-check your quotations prior to submission. Bids may not be changed after being opened.**

Specifications:
<u>NOTE 1:</u>
ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS IN THIS SOLICITATION. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.
<u>NOTE 4:</u>
WHERE APPLICABLE CONTRACTOR SHALL REQUEST AND VERIFY ALL UTILITIES LOCATES WITHIN PROPOSED AREAS OF WORK PRIOR TO THE START OF CONSTRUCTION.

Attachment "I" to ITB 2024-XX
Scrutinized Companies E-Verify Annual Budget and TRIM Approval
Process

1. Scrutinized Companies

- a. In executing this Exhibit, Provider certifies that it is not listed on the Scrutinized Companies ~~that~~ Boycott Israel List nor is Provider engaged in a boycott of Israel (as defined in 215.4725, F.S.). Provider agrees, pursuant to section 287.135, F.S. that the Council may immediately terminate this Agreement for cause if the Provider is found to have submitted a false certification or is placed on the Scrutinized Companies that Boycott Israel List, or is found to be engaged in a boycott of Israel during the term of the Agreement.

Commented [JW1]: Section 2 a. -- Scrutinized Companies language is ALWAYS REQUIRED.

2. E-Verify

Provider and any subcontractors used to carry out the duties and responsibilities in this contract, must register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees within 3 business days of hire. In the event the E-Verify system is unavailable, Providers and subcontractors will comply with 448.095(2)(c). If applicable, Provider must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

Commented [JW2]: Section 3 – E-Verify language is ALWAYS REQUIRED.

3. Annual Budget and TRIM Approval Process

Provider acknowledges that funding for this agreement beyond September 30th, is subject to the City's annual budget and TRIM approval process, as applicable.

Vendor

By:

Name: _____

Title: _____

*By signing this Electronic Signature Acknowledgement Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature. I will not, at any time in the future, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding.

City of Palatka

Bid Opening

Job Title: Invitation to Bid (ITB) 2024-24 City of Palatka Restroom Construction, Hank Bryan Park

Dept./ Clerk

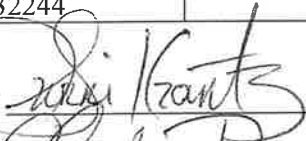
Date: 12/4/2024

Read by: Carlos Dominguez Brito

Recorded by: Sunni Krantz

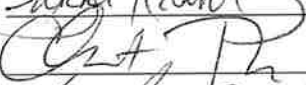
Bidder name/Address	Bid Amount	Addendum 1 - 2	1 original & 1 digital copy
CC Borden Construction Inc. 1019 Roselle St. Jacksonville, FL 32204	\$226,162.00	✓	✓
ER Rooter Inc. 5220 Helm Ave., Jacksonville, FL 32244	\$135,270.00	✓	✓

Witness Signature:



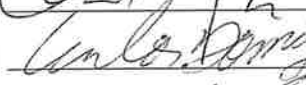
Witness Printed Name: Sunni Krantz

Witness Signature:



Witness Printed Name: Chris Taylor

Witness Signature:



Witness Printed Name: Carlos Dominguez Brito

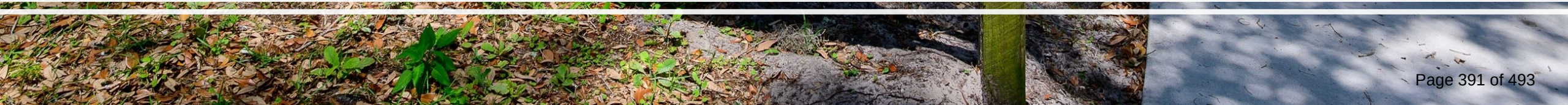
Witness Signature:

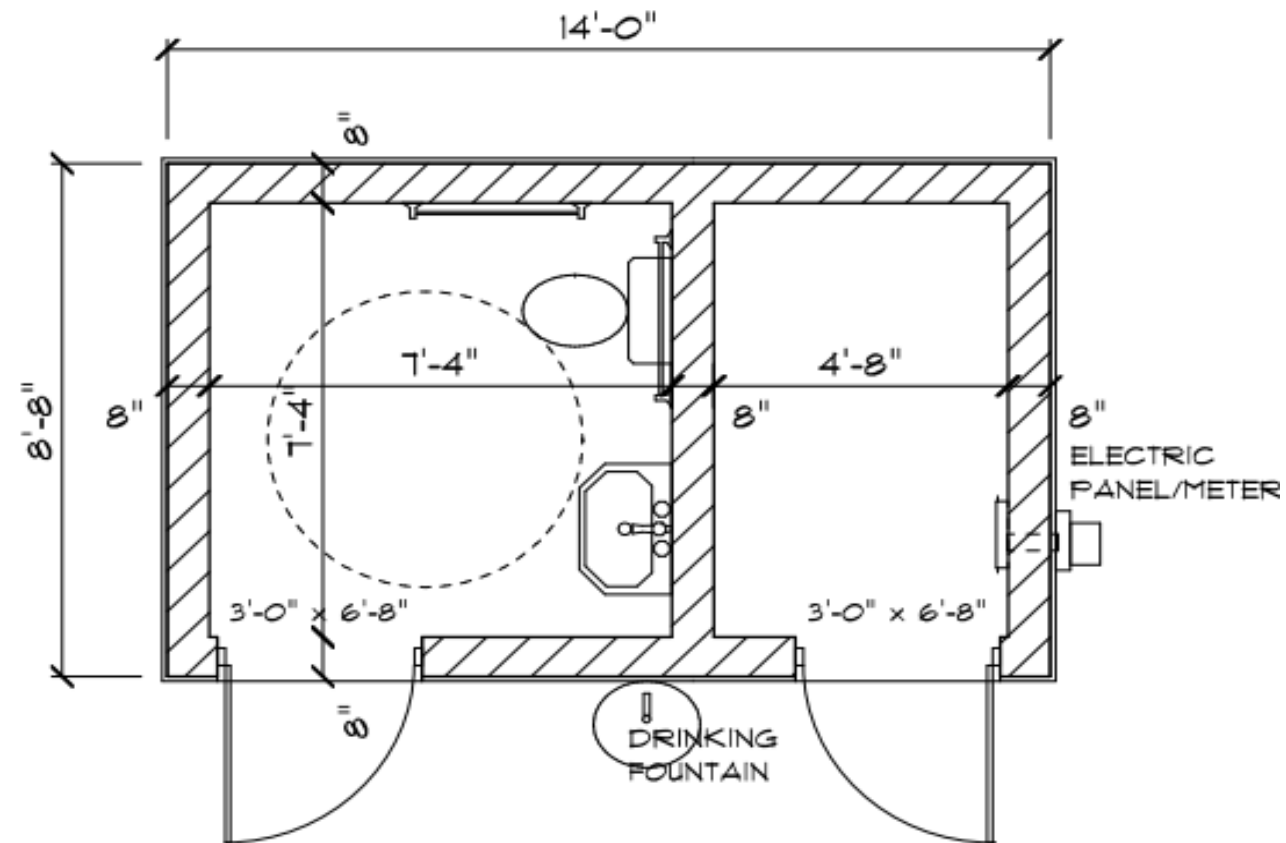


Witness Printed Name: John Jones



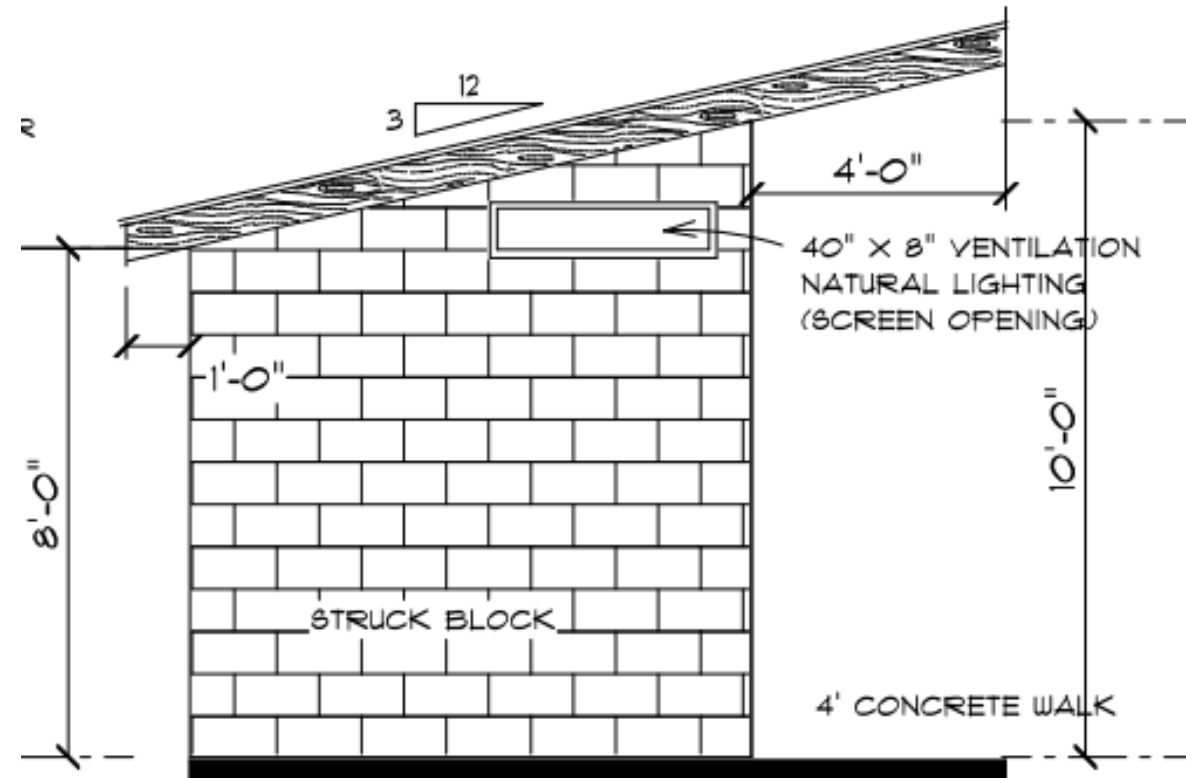
Hank Bryan Park Restrooms





OPTION 1

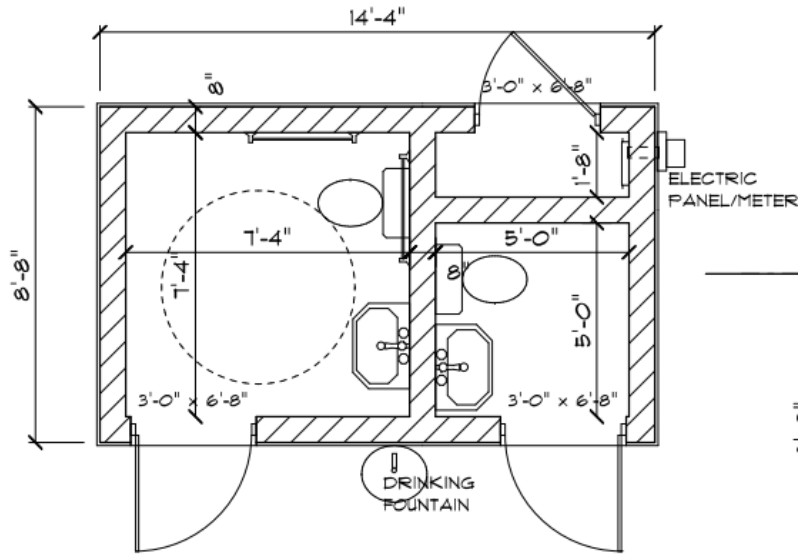
SINGLE UNISEX HANDICAPPED
BATHROOM



SIDE ELEVATION

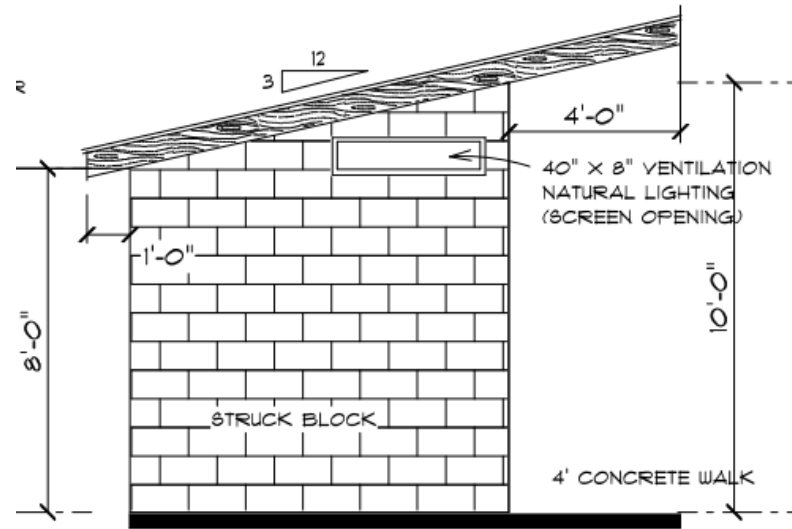
TYPICAL FOR ALL 3 OPTIONS

Bidder name/Address	Bid Amount	1 original & 1 digital copy
ER ROOTER 5220 HELM AVE. JACKSONVILLE, FL. 32244	\$73,000	✓
KENT BROS. INC 108 JAX LANE PALATKA FL 32177	\$215,765	✓
ARKEST, LLC 50 N LAURA ST. STE 2500 JACKSONVILLE, FL. 32202	\$166,603.13	✓
C.C. BORDEN CONSTRUCCION. INC 1019 ROSSELLE ST JACKSONVILLE, FL .32204	\$217,383.00	✓



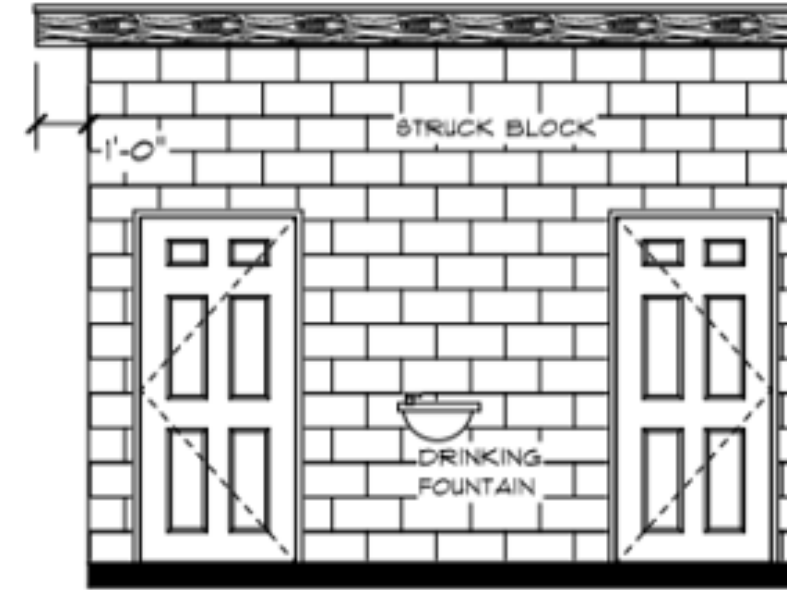
OPTION 2

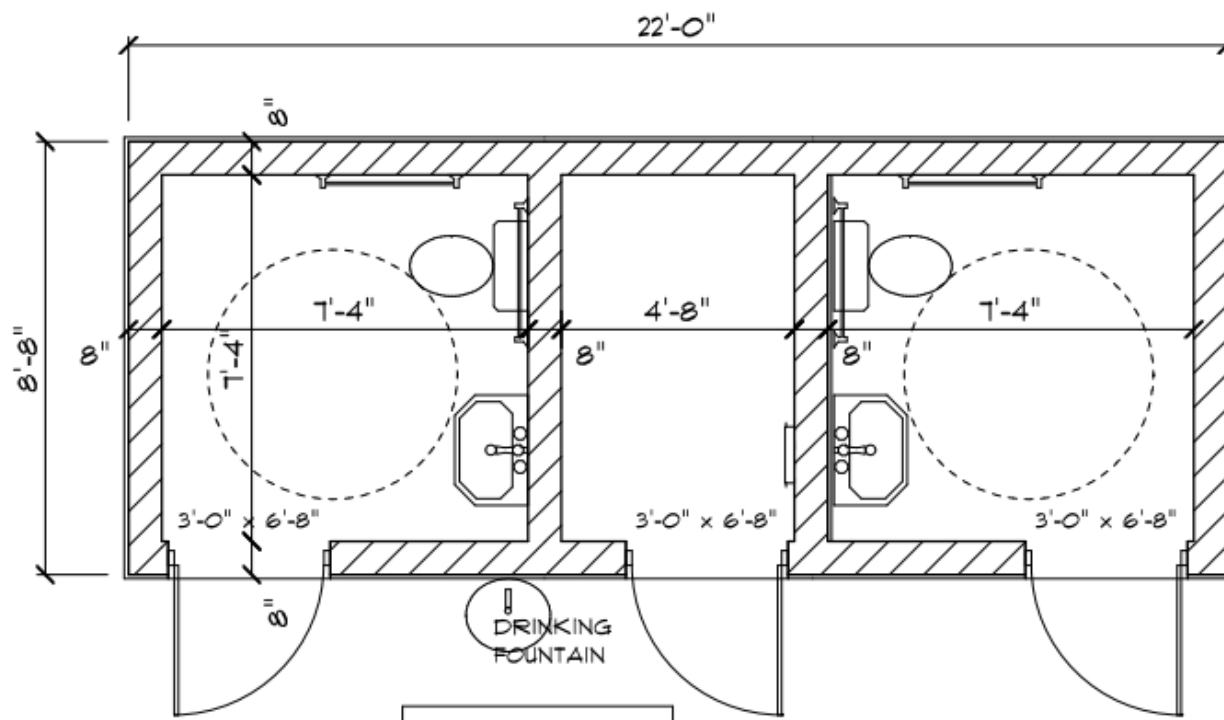
UNISEX HANDICAPPED BATHROOM
STORAGE AND UNISEX BATHROOM



SIDE ELEVATION

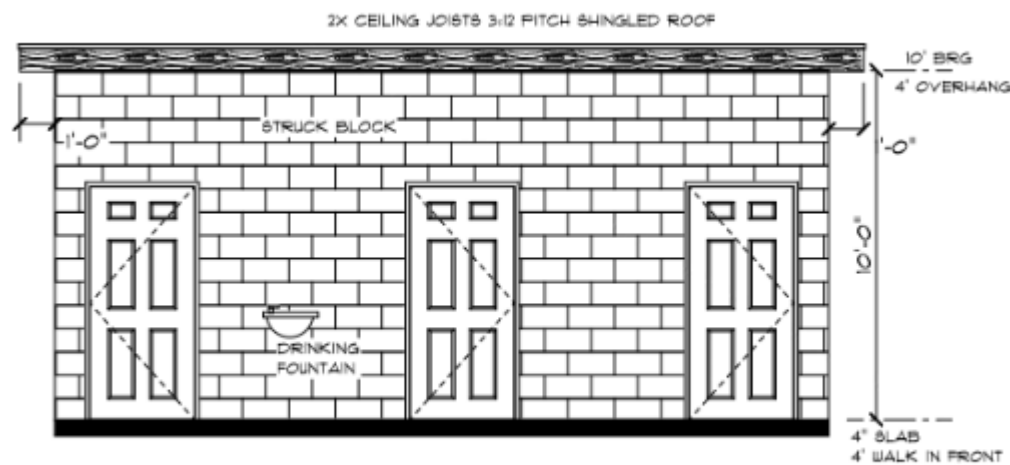
TYPICAL FOR ALL 3 OPTIONS





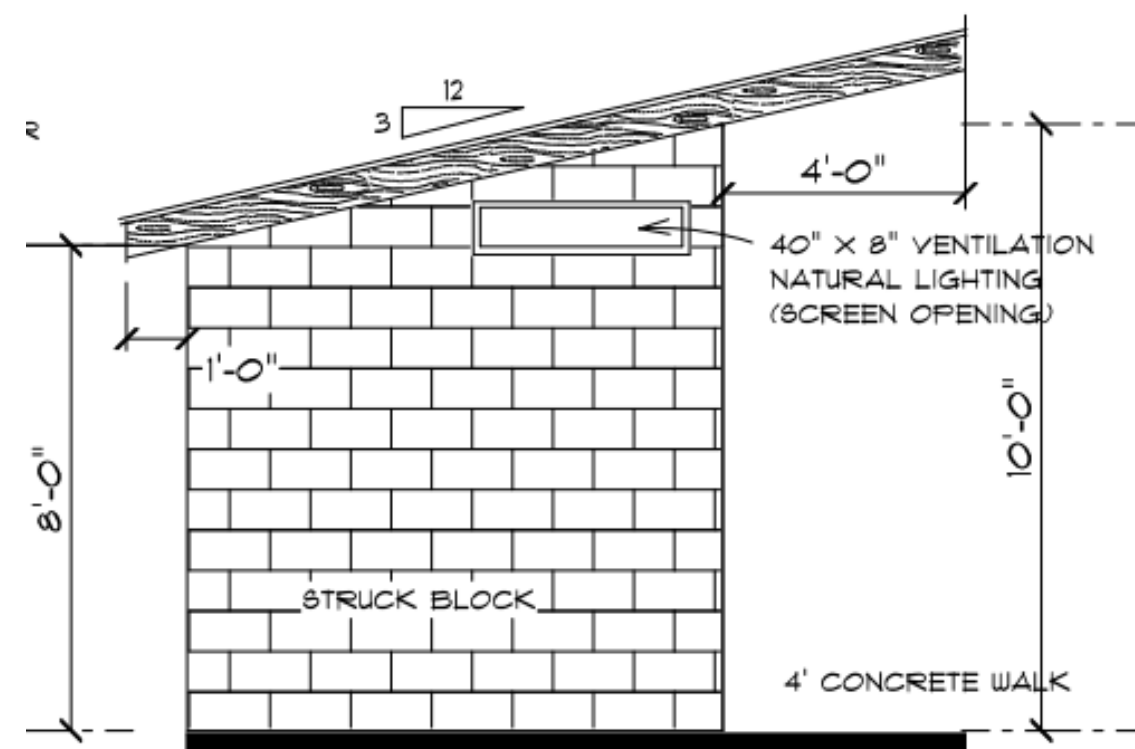
OPTION 3

MAN/WOMAN HANDICAPPED BATHROOM



FRONT ELEVATION

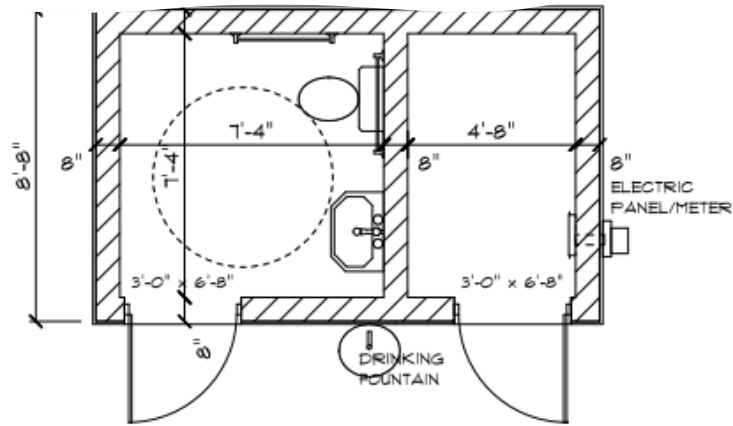
OPTION 3 ELEVATION SHOWN



SIDE ELEVATION

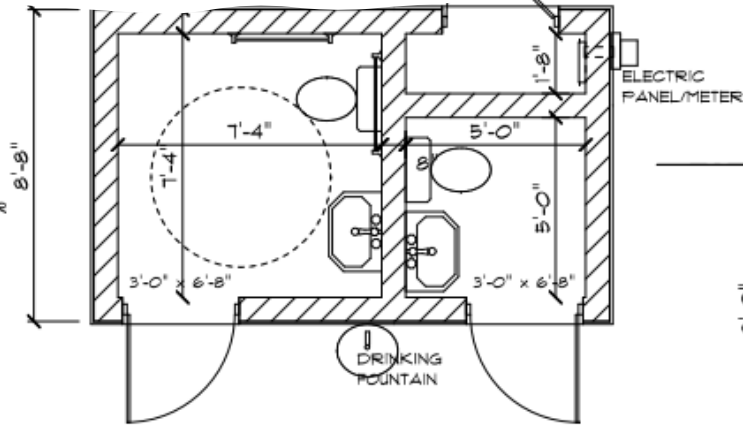
TYPICAL FOR ALL 3 OPTIONS





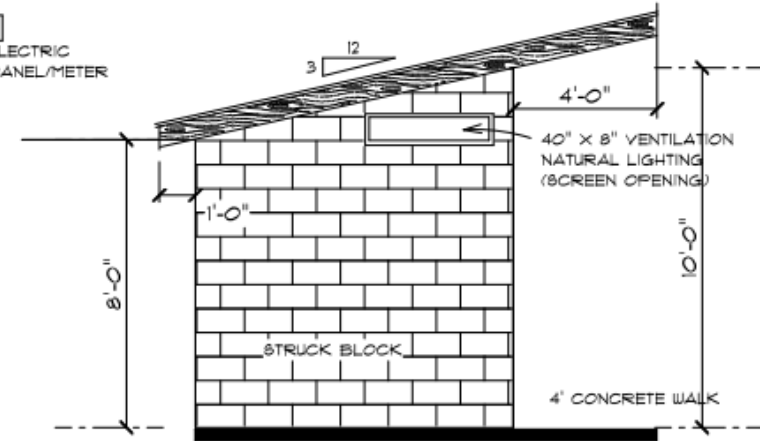
OPTION 1

SINGLE UNISEX HANDICAPPED
BATHROOM



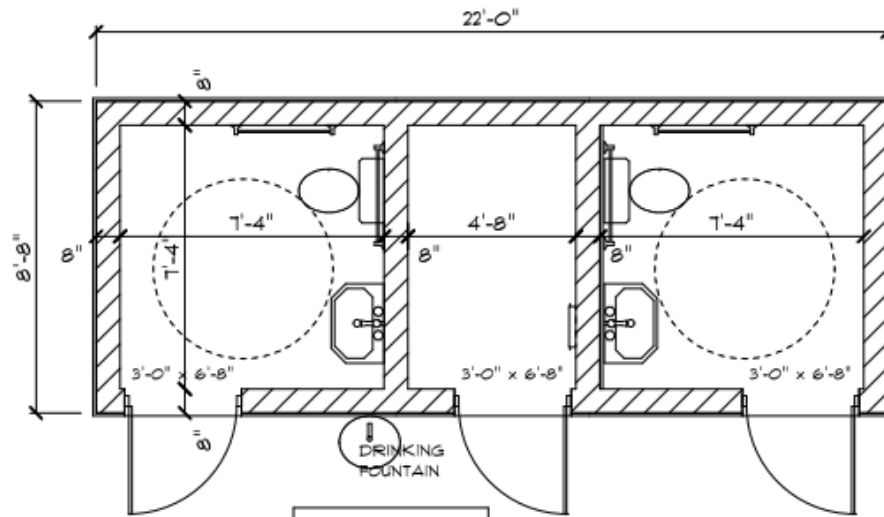
OPTION 2

UNISEX HANDICAPPED BATHROOM
STORAGE AND UNISEX BATHROOM



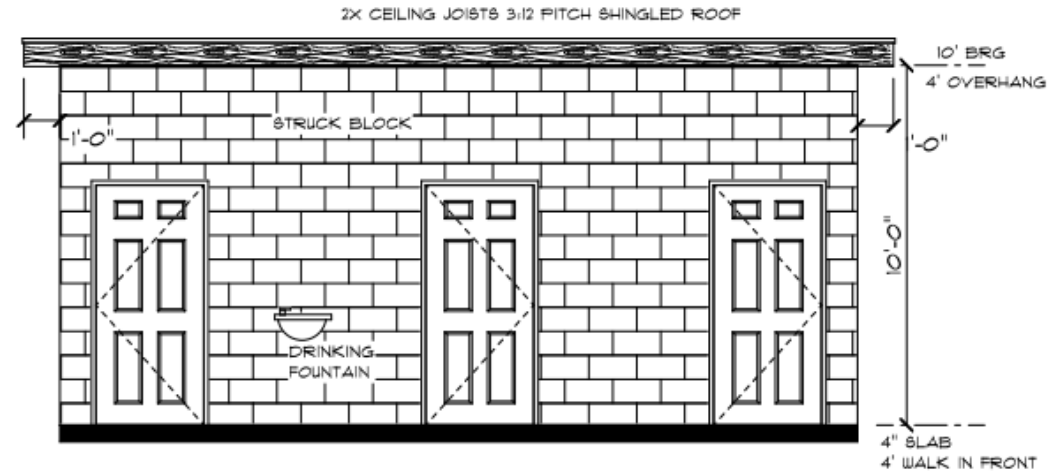
SIDE ELEVATION

TYPICAL FOR ALL 3 OPTIONS



OPTION 3

MAN/WOMAN HANDICAPPED BATHROOM



FRONT ELEVATION

OPTION 3 ELEVATION SHOWN

CITY OF PALATKA

PARK BATHROOM OPTIONS

SHEET
1 OF 1

ADOPT RESOLUTION 2024-R-262 authorizing the single/sole source purchase with Power & Pumps for parts and equipment for lift station #29 (Winn-Dixie) to address capacity needs in an amount not to exceed \$40,510.51 using FY 24-25 capital funds

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Request to purchase items needed through single/sole source procurement for Lift Station #29.

BACKGROUND

The City is addressing capacity needs for Lift Station #29 (Winn-Dixie) and will need to purchase a submersible non-clog pump which is manufactured by ShinMaywa. The sole distributor for this part is Power & Pumps.

PROJECT ANALYSIS

Staff has followed the guidelines of the City's Purchasing Policy for single/sole source purchases and is requesting authorization to purchase in an amount not to exceed \$40,510.51. GL 041-12-535-6-6450 will be utilized.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	Reso Sole Source Power & Pumps
2.	Power & Pumps quote
3.	Exhibit I

RESOLUTION NO. 2024-R-255

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE SINGLE/SOLE SOURCE PURCHASE
FOR PARTS AND EQUIPMENT WITH POWER AND
PUMPS FOR LIFT STATION 29 (WINN-DIXIE) TO
ADDRESS CAPACITY NEEDS; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, the City is in need of parts and equipment for Lift Station 29 (Winn-Dixie) to address capacity needs.

WHEREAS, the parts and equipment needed are single/sole source through Power & Pumps who is the distributor for ShinMaywa for submersible non-clog pumps.

WHEREAS, the City followed the guidelines of the Purchasing Policy which was adopted October 1, 2022 for single/sole source purchases.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida,

1. The Mayor and City Clerk are hereby authorizing the sole source purchase of parts and equipment from Power and Pumps for Lift Station 29. Sole source documents being attached hereto as "Exhibit 1" and included herein by reference.
2. That the City Manager is hereby authorized to sign all contracts and other documents as may be required in support of the project, after review and approval by the City Attorney.
3. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

QUOTATION

Quote Expires On: 12/18/2024

Quote Number	
1440157	
Quote Date	Page
11/18/2024	1 of 2

Bill To:

CITY OF PALATKA
 201 N. 2ND STREET
 PALATKA, FL 32177
 US

Ship To:

CITY OF PALATKA
 3010 BROWNS LANDING RD
 PALATKA, FL 32177

386-329-0100

Customer ID: 1063913

Requested By: MATT MORS

Customer Reference / RFQ #				Terms	Quoted By	
WINN DIXIE LIFT STATION *10HP*				Net 30	MICHAEL.ROONEY	
Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		
Delivery Instructions:				BEST WAY GROUND PPD & ALLOW TO JOBSITE * FOB JACKSONVILLE, FL * 1-2 WEEKS ALL LINE ITEMS EXCEPT PANEL, PANEL LEAD TIME 6-8 WEEKS * ARO PENDING PRIOR ORDERS		
1.00	0.00	1.00	EA	WINN_DIXIE_L.S. WINN DIXIE LIFT STATION PARTS FOR 10HP SHINMAYWA PUMPS	40510.51	40510.51
2.00	0.00	2.00	EA	SHIN4CNWX47.5T2E_75-2/50FT 10HP 208-230/3/60 4in ANSI 3in SOLIDS SHINMAYWA EXPLOSION PROOF SUBMERSIBLE SEWAGE PUMP W/ 50FT CABLE	0.00	0.00
2.00	0.00	2.00	EA	SHINM78932-A ANSI 4in DISCHARGE TYPE P4CY CNWX GUIDE RAIL SYSTEM (CAST IRON SLIDE BRACKET CAST S.S. GUIDE HOLDER	0.00	0.00
80.00	0.00	80.00	FT	EAST11845 11845 2 S-40 T304L SS PIPE A312 (GLOBAL)	0.00	0.00
42.00	0.00	42.00	FT	SOUTCHA-03165 CHA-03165 1/4IN 304SS CHAIN	0.00	0.00
2.00	0.00	2.00	EA	SOUTSHA-11939 SHA-11939 1/4" 316SS SHACKLE	0.00	0.00
1.00	0.00	1.00	EA	CONE6AHBXL 6AHB XL CABLE RACK 6 PRONG 316SS	0.00	0.00
4.00	0.00	4.00	EA	ANCHS50NO S50NO 50' NORMALLY OPEN FLOATS	0.00	0.00
2.00	0.00	2.00	EA	MPELPMR-1 PUMP MONITOR RELAY INCLUDES SOCKET	0.00	0.00



AN MCE COMPANY

803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 12/18/2024

Quote Number	
1440157	
Quote Date	Page
11/18/2024	2 of 2

Quantities				Item ID	Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description		
1.00	0.00	1.00	EA	HALL072G3248BAAABA00AA 072G3248BAAABA00AA ROUND HATCH COVER WITH LOCKABLE SINGLE OPENING HATCH	0.00	0.00
1.00	0.00	1.00	EA	DYNA230612-1R2 230612-1R2 DUPLEX LS CONTROL PANEL FOR 10HP SHINMAYWA PUMPS	0.00	0.00

Total Lines: 11

SUB-TOTAL: 40,510.51

TAX: 0.00

AMOUNT DUE: 40,510.51

NOTE: Modified products are non-returnable/non-cancellable.

All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.

All returns must have prior approval. All returns are subject to a minimum 25% restock fee.

Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

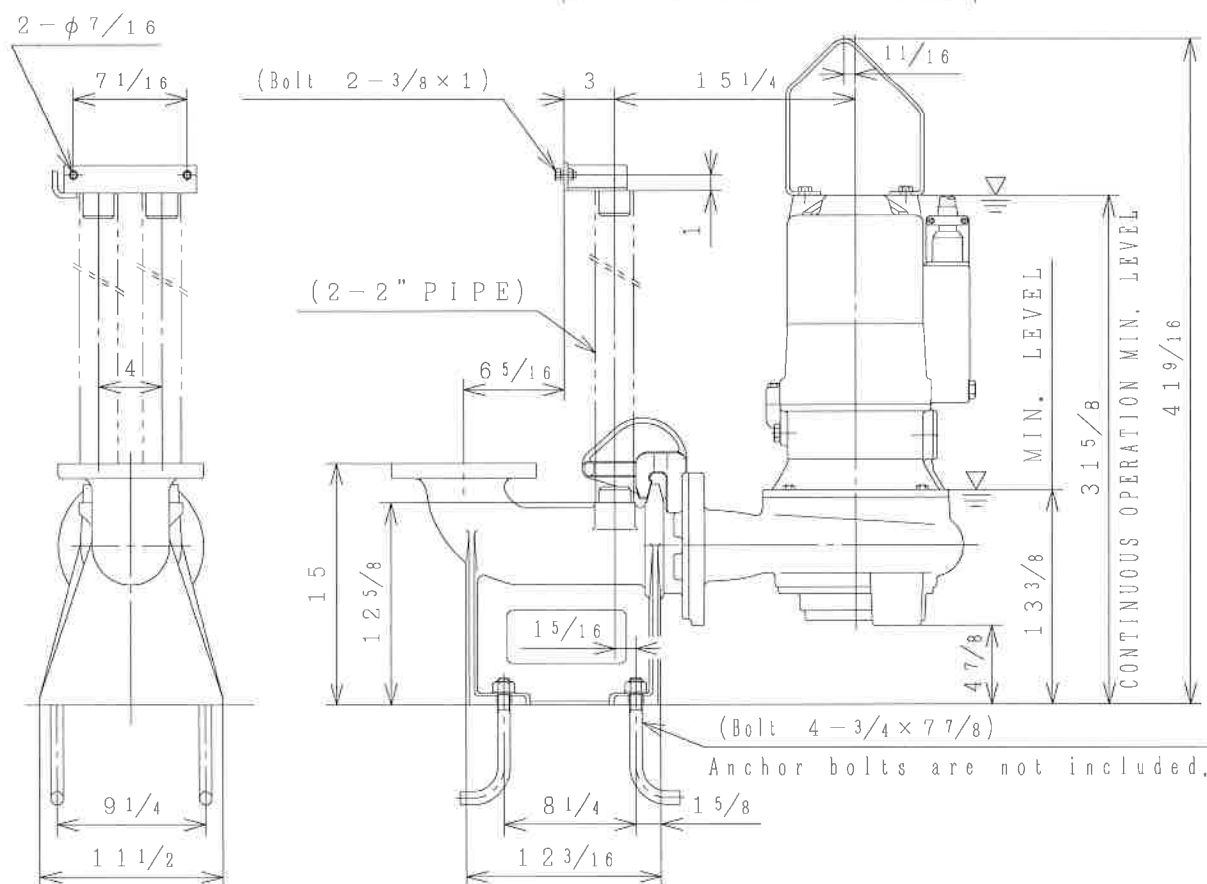
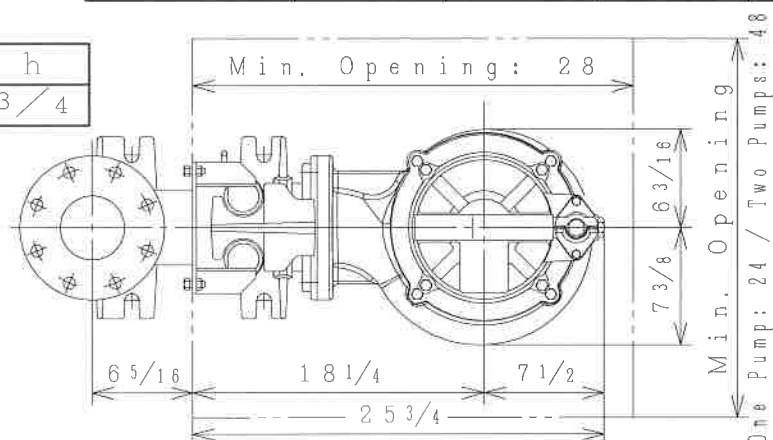
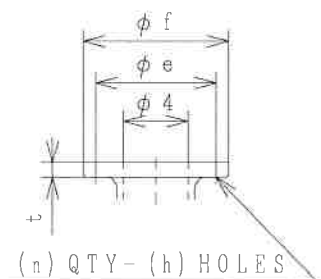
GUIDE RAIL INSTALLATION TYPE

UNIT: inch

MODEL	Impeller No.	Guide Rail system	RATED POWER (HP)	FREQ.
4CNWX47.5T2E	75-2 (S)	P 4 C Y	10	60
4CNWX47.5T3E				

FLANGE (ANSI 150 PSI F.F)

e	f	t	n	h
7 1/2	9	15/16	8	3/4



[Note] Limit operation to 30 minutes (maximum) when operating the pump between the MIN. LEVEL and CONTINUOUS OPERATION MIN. LEVEL. In the event of continuous operation, the CONTINUOUS OPERATION MIN. LEVEL must be maintained. Cables are not shown on this drawing.

TITLE

PUMP DIMENSION

DWG No.

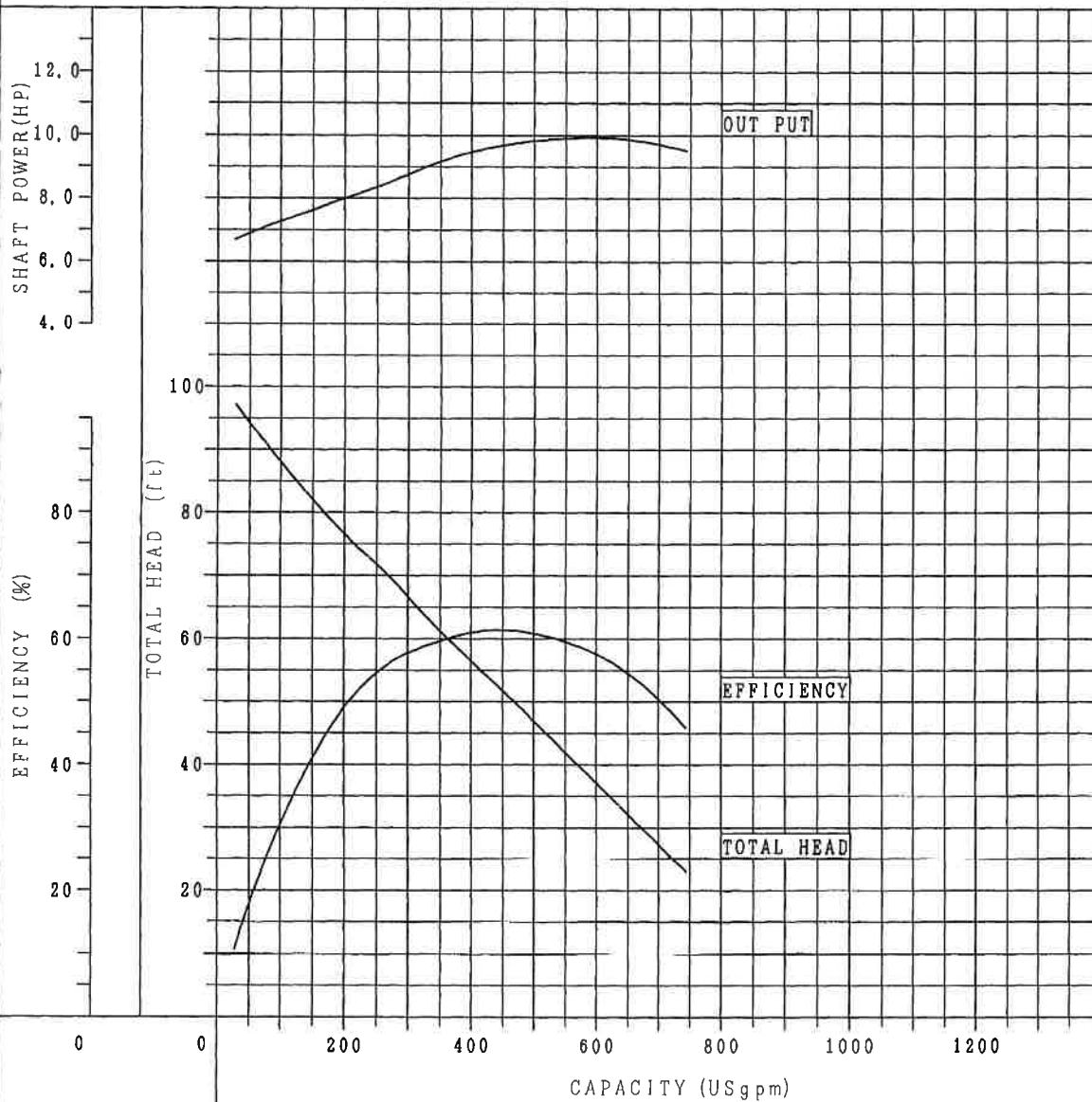
A 4 0 8 2 8 1

MODEL (Motor Impeller) 4CNWX47.5T*E 75-2

Note: * Voltage Number
(2=230V, 3=460V)

DISCHARGE	SOLID SIZE	RATED POWER		VOLTAGE	POLE	SYNCHRONOUS SPEED (RPM)	FREQ.	INS. CLASS
		HP	kW					
4" (100mm)	3" (80mm)	10	7.5	230, 460	4	1800	60	F

	FLOW (US gpm)	HEAD (ft)	EFF. (%)
B. E. P	449	52.4	61.4



Performance with clear water and ambient temp Max. 40°C

TITLE

PERFORMANCE CURVE

DWG No.

Y35290



Sole Source Justification Form

Requestor: Brian McCann

Department: Reclamation Facility

Vendor Name: Power and Pumps

Spend Amount: \$40,510.51

Describe Goods and/or Services:

Two sets of pumps, motors and supporting material. This is to upgrade Winn Dixie Lift Station to support growth in the City

Why is this a sole source, select one:



This is the only vendor that can provide the only goods or services that will produce the desired results (or fulfill the specific need). In the section below select all that apply:

☒	Exclusive sales territory by manufacturer listed on (attach vendor letter)
☐	City Utility Standards approved material list
☐	Voids Manufacturer's warranty
☐	Does not perform as well as the manufacturers parts
☐	Compatibility issues with existing systems or components
☐	Other:



The item is available from more than one vendor, but due to other circumstances (such as prohibitive delivery time and cost, compatibility with existing systems, etc.), only one vendor is suited to provide the goods or services

Explain:

Initial here to confirm that you made reasonable attempt to locate competition (alternate sources of supply).

Requester's Signature:	Date: 12-4-24
Department Director's Signature:	Date: 12-4-24

Section 6. Single/ Sole Source

Policy

It shall be the policy of the City that single/sole source purchases shall be permissible in instances where the conditions and circumstances necessitate the need for a particular product or service, which is available only from one vendor.

General

1. Purchases of goods or services from a single/sole source are exempt from competitive procurement requirements upon approval of a single/sole source purchase request.
2. Single/ sole source purchases may be requested when any of the following apply:
 - a. Only one product or service will produce the desired results and that product or service is available from only one vendor.
 - b. The product or service is a component, repair, replacement part, or service on or for existing equipment for which no commercially available substitute exists and the product or services can only be purchased from the manufacturer or its sole distributor.
 - c. Additional unanticipated goods or services are needed to complete an ongoing task.

Authority

The Finance Director, upon consultation with the City Attorney, has the authority to approve or deny the single/sole source purchase requests.

Market Research

The Finance Director will also attempt to contact the manufacturer of the product to identify vendors that can supply the product.

1. If there are no submittals received and no other vendors were located by the Finance Director, the Finance Director may authorize the single/sole source purchase.
2. If submittals are received, the Finance Director and user department will review them. If after the review the decision is made that no submittals meet the specified requirements, the Finance Director may proceed with the sole source purchase. If it is found that the information submitted indicates that the product or service requested can be provided by other vendors an invitation to bid or request for proposals will be issued.



ShinMaywa (America), Ltd.
10737 Gateway West Suite 240
El Paso, TX 79935

May 21, 2024

Reference: Sole Source

To Whom It May Concern:

ShinMaywa (America), Ltd. is proud to work with Power & Pumps, Inc. of Jacksonville, FL as one of our distributors for our line of CNWX, CNX, and CNXH submersible non-clog pumps.

Until further notice, Power & Pumps, Inc. is the Exclusive Distributor for ShinMaywa (America), Ltd. products for the municipal market in these counties in Florida - Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, Dade, Desoto, Dixie, Duval, Flagler, Gilchrist, Glades, Hamilton, Hardee, Hernando, Hendry, Highlands, Hillsborough, Indian River, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. John, St. Lucie, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, and Wakula.

All orders for new and replacement pumps & parts should be placed directly through Power & Pumps, Inc.

Power & Pumps, Inc. is also the ShinMaywa (America), Ltd. Authorized Service Center (ASC) for the counties in Florida referenced above. As our ASC, Power & Pumps, Inc. provides warranty service and standard repairs.

ShinMaywa (America), Ltd. offers a unique line of submersible non-clog pumps for the municipal market. Please contact Power & Pumps, Inc. if there are any questions about our line of pumps.

Sincerely,

Andrew W. Herndon
Andrew W. Herndon
Sales Manager
ShinMaywa (America), Ltd.

**ADOPT RESOLUTION 2024-R-260 approve settlement in City of Palatka v. Khrobostova, 314 Emmett St.
Address: 314 Emmett Street
Parcel No.:42-10-27-6850-0450-0110
Applicant: 1815 Larkin Ave, Orlando, FL 32806**

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Approve Settlement Agreement.

BACKGROUND

This is a proposed settlement of the foreclosure case brought by the City of Palatka v. Khrobostova, et al Case No. 2024-633-CC. The property, located at 314 Emmett Street was subject to several code violations and on June 13, 2023, the City of Palatka conducted a public hearing after due notice to the Defendant, Khrobostova, was properly provided. A municipal lien was recorded and the City filed suit on May 8, 2024. The property has long been out of compliance and the purchase of it by an absentee owner who resided in Russia with no contact information was a significant challenge in obtaining owner compliance. The code violations include the following:

- A. Section 30-169 – mold and mildew on building fronts and sides abutting streets or public areas;
- B. Section 30-169 – rotten and weakened wood on building fronts and sides abutting streets or public areas;
- C. Section 30-169 – missing decorative elements on building fronts and sides abutting streets or public areas; and
- D. Section 30-169 – paint deterioration on building fronts and sides abutting streets or public areas.

In addition, since the Defendant, Khrobostova, abandoned the Subject Property, the yard has become overgrown and contains trash and debris.

The new owners of the Subject Property, 1815 Larkin Ave LLC, (“1815 Larkin”) acquired the Subject Property with notice of the pending code enforcement lien and pending litigation seeking to foreclose upon the lien. However, they would like the pending code enforcement lien released so that it no longer encumbers the property. 1815 Larkin also seeks to have the pending case dismissed and Notice of Lis Pendens removed as a cloud on the title of the Subject Property. The City has proposed a settlement agreement based on certain conditions:

- A. Condition One: 1815 Larkin and its predecessors in interest are hereby obligated to bring the Subject Property fully into compliance with all existing code violations within eight (8)

months of the date of the execution of this Agreement.

B. Condition Two: 1815 Larkin and its predecessors in interest shall maintain the lawn by mowing the same and removing all trash and debris within fifteen (15) days of the date of the execution of this Agreement. Thereafter, the yard shall be maintained in full compliance of the Code.

C. Condition Three: 1815 Larkin shall pay all delinquent property taxes, if any, encumbering the property.

D. Condition Four: 1815 Larkin and its predecessors in interest agree to reimburse the City of Palatka for fees and costs incurred with the instant foreclosure proceeding in Circuit Court prior to the City providing a recordable Release of Lien. The total costs are \$941.98, the total attorney fees are \$1,375.00 and the total administrative fees are \$2,500.00 for a total of \$4,816.98. A Release of Lien shall not be provided until the total costs and fees have been paid. In the event the 1815 Larkin and its predecessors in interest fail to bring the Subject Property into compliance within eight months, the parties agree to a Consent Final Judgment of Foreclosure wherein the City shall be able to submit a Consent Final Judgment of Foreclosure. In addition, the pending foreclosure action shall be placed in abeyance for the next eight months pending compliance with the terms of this Settlement Agreement. The foreclosure action shall be voluntarily dismissed within ten (10) days of compliance with the code violations and compliance with the Conditions A-D above.

PROJECT ANALYSIS

Staff Recommendation

Approve Settlement Agreement

ATTACHMENTS

1.	2024-R-1090 314 Emmett Street ROL
2.	Settlement Stipulation Executed - 314 Emmett

RESOLUTION NO. 2024-R-260

**A RESOLUTION OF THE CITY OF PALATKA
APPROVING OF A SETTLEMENT AGREEMENT
RELATED TO THE FORECLOSURE OF 314 EMMETT
STREET, PALATKA, FLORIDA, RELEASING THE CODE
ENFORCEMENT LIEN PENDING CERTAIN
CONDITIONS AND REQUIRING A CONSENT FINAL
JUDGMENT OF FORECLOSURE, PROVIDING AN
EFFECTIVE DATE; AUTHORIZING A RELEASE OF THE
LIEN UPON PAYMENT; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, on June 13, 2023, after due notice was provided to the property owner of 314 Emmett Street, Palatka, owned by Ekaterina Valentinovna Khrobostova, the City of Palatka Special Magistrate imposed a “Findings of Fact, Conclusions of Law and Order” in Case Number 2023-055, and recorded in the Official Records Book of Putnam County, Florida, Book number 1744, and Page Number 842, Dated February 13, 2024.

WHEREAS, the property is legally described as follows:

Beginning at a point on the Northerly side of Emmett Street in Block 45 in the City of Palatka, said point being 65 feet Easterly from the Southwesterly corner of Lot 11 of said Block 45, and running from said point Northerly, at right angles to Emmett Street, 98 feet, more or less to the Westerly side of Laurel Street, thence Easterly, along the Westerly side of Laurel Street, 142 feet, more or less to the intersection with the Northerly side of Emmett Street; thence Westerly, along the same Northerly side of Emmett Street, 102 feet, more or less to the POINT OF BEGINNING.

Subject to Covenants, Restrictions, Easement and Reservations of record, if any; However, this reference does not operate to reimpose same, Subject to Zoning Ordinances that may affect subject property of the City of Palatka, Putnam County, Florida.

Property address: 314 Emmett Street, Palatka, FL., 32177
Parcel Identification: 42-10-27-6850-0450-0110

WHEREAS, the property was purchased by 1815 Larkin Ave LLC on October 25, 2024. In an effort to resolve the pending lien issue, 1815 Larkin Ave LLC agreed to the terms set forth in the Settlement Stipulation attached hereto as Exhibit A.

WHEREAS, the property shall be brought into compliance within eight months of the adoption of this Resolution or the City shall enter a Consent Final Judgment of Foreclosure;

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka and its citizens to release the lien upon 314 Emmett Street, Palatka to allow for the purchasers to come into compliance and overall improve the aesthetic appearances of a long-neglected property;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that

- a) the Code Enforcement daily and accumulated fines/fees and liens levied against 314 Emmett Street per Findings of Fact, Conclusions of Law recorded on February 13, 2024 shall be and is hereby released and relieved subject to the conditions set forth in the attached Settlement Agreement; and
- b) the Mayor is authorized to execute the Settlement Stipulation setting forth the terms and conditions of the settlement and the City of Palatka agrees to release the municipal lien encumbering the Subject Property pursuant to the terms of the Settlement Stipulation;

- c) the pending foreclosure action shall be held in abeyance pending compliance with the Code. Non-compliance within eight months will result in the entry of a Consent Final Judgment of Foreclosure;
- d) the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12TH day of December, 2024

CITY OF PALATKA

By: _____
Its **MAYOR**

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

SETTLEMENT STIPULATION

**CITY OF PALATKA AND 1815 LARKIN AVE LLC
314 EMMETT STREET**

The City of Palatka and 1815 Larkin Ave LLC, a Florida Limited Liability Company, 1245 Catalpa Lane, Orlando, FL 32806, hereby agree to the following to amicably resolve all pending matters in the instant foreclosure action pursuant to Fla. Stat. Section 162.09 pending in Putnam County Florida, Case Style: City of Palatka v. Khrobostova, et al Case No. 2024-633-CC upon the following terms:

1. The Defendant, Khrobostova, was the owner of the property from April 13, 2023 to October 25, 2024. Thereafter, the property was conveyed via Warranty Deed from Khrobostova to BMH Holdings Group, LLC on October 25, 2024, and thereafter conveyed via Special Warranty Deed from BMH to 1815 Larkin Ave, LLC, on the same date.

2. 1815 Larkin Ave, LLC, a Florida Limited Liability Company, is the current owner of real property located in the City of Palatka, Putnam County, Florida, said real property constituting the parcel and described as follows:

Beginning at a point on the Northerly side of Emmett Street in Block 45 in the City of Palatka, said point being 65 feet Easterly from the Southwesterly corner of Lot 11 of said Block 45, and running from said point Northerly, at right angles to Emmett Street, 98 feet, more or less to the Westerly side of Laurel Street, thence Easterly, along the Westerly side of Laurel Street, 142 feet, more or less to the intersection with the Northerly side of Emmett Street; thence Westerly, along the same Northerly side of Emmett Street, 102 feet, more or less to the POINT OF BEGINNING.

Subject to Covenants, Restrictions, Easement and Reservations of record, if any; However, this reference does not operate to reimpose same, Subject to Zoning Ordinances that may affect subject property of the City of Palatka, Putnam County, Florida.

Property address: 314 Emmett Street, Palatka, FL., 32177
Parcel Identification: 42-10-27-6850-0450-0110

The "Subject Property."

3. The Subject Property was subject to several code violations and on June 13, 2023, the City of Palatka conducted a public hearing after due notice to the Defendant, Khrobostova, was properly provided. A municipal lien was recorded at Official Record Book 1744, Page 842. Thereafter, the instant foreclosure action was commenced and a Notice of Lis Pendens was recorded.

4. The City of Palatka is desirous of the Subject Property being brought into compliance. The code violations include the following:

- A. Section 30-169 – mold and mildew on building fronts and sides abutting streets or public areas;
- B. Section 30-169 – rotten and weakened wood on building fronts and sides abutting streets or public areas;
- C. Section 30-169 – missing decorative elements on building fronts and sides abutting streets or public areas; and
- D. Section 30-169 – paint deterioration on building fronts and sides abutting streets or public areas.

In addition, since the Defendant, Khrobostova, abandoned the Subject Property, the yard has become overgrown and contains trash and debris.

5. The new owners of the Subject Property, 1815 Larkin Ave LLC, (“1815 Larkin”) acquired the Subject Property with notice of the pending code enforcement lien and pending litigation seeking to foreclose upon the lien.

6. 1815 Larkin seeks to have the pending code enforcement lien released so that it no longer encumbers the property. 1815 Larkin also seeks to have the pending case dismissed and Notice of Lis Pendens removed as a cloud on the title of the Subject Property.

7. The City seeks to have the Subject Property brought into compliance with all the

existing code violations.

8. The City hereby agrees to Release the Lien currently encumbering the Subject Property based on certain conditions:

- A. Condition One: 1815 Larkin and its predecessors in interest are hereby obligated to bring the Subject Property fully into compliance with all existing code violations within eight (8) months of the date of the execution of this Agreement.
- B. Condition Two: 1815 Larkin and its predecessors in interest shall maintain the lawn by mowing the same and removing all trash and debris within fifteen (15) days of the date of the execution of this Agreement. Thereafter, the yard shall be maintained in full compliance of the Code.
- C. Condition Three: 1815 Larkin shall pay all delinquent property taxes, if any, encumbering the property.
- D. Condition Four: 1815 Larkin and its predecessors in interest agree to reimburse the City of Palatka for fees and costs incurred with the instant foreclosure proceeding in Circuit Court prior to the City providing a recordable Release of Lien. The total costs are \$941.98, the total attorney fees are \$1,375.00 and the total administrative fees are \$2,500.00 for a total of \$4,816.98. A Release of Lien shall not be provided until the total costs and fees have been paid.

9. In the event the 1815 Larkin and its predecessors in interest fail to bring the Subject Property into compliance within eight months, the parties agree to a Consent Final Judgment of Foreclosure wherein the City shall be able to submit a Consent Final Judgment of Foreclosure.

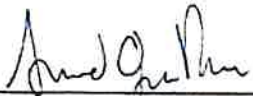
10. The pending foreclosure action shall be placed in abeyance for the next eight

months pending compliance with the terms of this Settlement Agreement. The foreclosure action shall be voluntarily dismissed within ten (10) days of compliance with the code violations and compliance with the Conditions A-D above.

WHEREFORE, the foregoing is agreed to by all parties to this case on this ____ day of December, 2024:

Mayor Roberta M. Correa
City of Palatka

Date: _____



Print Name: Andres Ospina
On behalf of 1815 Larkin Ave LLC
Title: OWNER
1245 Catalpa Lane
Orlando, FL 32806

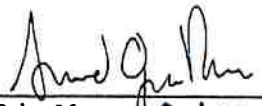
Date: 12/06/24

months pending compliance with the terms of this Settlement Agreement. The foreclosure action shall be voluntarily dismissed within ten (10) days of compliance with the code violations and compliance with the Conditions A-D above.

WHEREFORE, the foregoing is agreed to by all parties to this case on this ____ day of December, 2024:

Mayor Roberta M. Correa
City of Palatka

Date: _____



Print Name: **Andres Ospina**
On behalf of 1815 Larkin Ave LLC
Title: **OWNER**
1245 Catalpa Lane
Orlando, FL 32806

Date: 12/06/24

ADOPT RESOLUTION 2024-R-259 - Release of Lien for 518 N. 10th Street, Palatka (Rachel Douglas-Jones)
Address: 518 N. 10th St
Parcel No.: 42-10-27-6850-1670-0110
Applicant: Rachel Douglas-Jones

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Release a Code Enforcement Lien.

BACKGROUND

On February 22, 2005, the City held a code enforcement hearing finding that the respondent was in violation of Section 30-34 Weeds, Debris, Prohibited Conditions. The Respondent came into compliance prior to the lien being recorded on June 30, 2005 and before any liens were assessed. The Respondent is seeking to sell her property and the lien constitutes a cloud on title prohibiting the closing transaction.

PROJECT ANALYSIS

Staff Recommendation

Adopt the Resolution.

ATTACHMENTS

1.	2024-R-259 518 N. 10th Street - Release of Lien
2.	518 N. 10th Street Code Enforcement Lien

RESOLUTION NO. 2024-R-259

**A RESOLUTION OF THE CITY OF PALATKA,
RELEASING THE CODE ENFORCEMENT LIEN
ASSESSED 518 N. 10TH STREET, PALATKA, FLORIDA;
PROVIDING AN EFFECTIVE DATE; AND PROVIDING
FOR SCRIVENER'S ERRORS**

WHEREAS, on February 22, 2005, a properly noticed public hearing before the City of Palatka's Code Enforcement Board was held. The property was ordered to come into compliance by March 22, 2005 or daily fines would accrue starting the following day.

WHEREAS, the property came into compliance by the stated deadline and no fines were incurred; and,

WHEREAS, pursuant to the Guidelines for Code Enforcement Fine/Lien Reduction, City Staff recommends the release of all Code Enforcement liens and fines as imposed by Findings of Fact, Conclusions of Law and Order to be reduced to the administrative cost of \$250.00

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka and its citizens to release the lien recorded on June 30, 2005 at Official Record Book 1042, Page 96.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that

- a) the Code Enforcement daily and accumulated fines/fees and liens levied against 518 N. 10th Street, Palatka, Florida per Findings of Fact, Conclusions of Law recorded on June 30, 2005 shall be released by virtue of a release of lien to be recorded in the Official Records of Putnam County, Florida, and
- b) the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this ____ day of December, 2024

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

**CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA**

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 05-11

VS

Rachel Douglas-Jones, Respondent(s)

*** OFFICIAL RECORDS ***
BK 1042 PG 96

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE came before the Board for costs of prosecution assessment on February 22, 2005 and the Board having been presented with supporting evidence and inspection reports there-upon issues its Findings of Fact, Conclusions of Law and Order as follows:

I. FINDINGS OF FACT:

1. The Respondent(s) is the owner of property described as 518 North 10th Street, parcel number 42-10-27-6850-1670-0110 of the City of Palatka, Putnam County, Florida.
2. The Respondent was properly notified that the above-described property needed to be brought into compliance within a given time, and has failed to mow and maintain the property.

II. CONCLUSIONS OF LAW:

1. The Respondent was in violation of Section 30-34 Weeds, Debris, Prohibited Conditions.

III. ORDER

1. A \$25.00 per day fine is hereby levied on the above-described property effective March 22, 2005 and shall continue until the violation is remedied.
2. Administrative costs will be assessed against the property at a later date.

DONE AND ORDERED this 23rd day of February, 2005, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF
PALATKA FLORIDA

BY Kenneth Downs
Kenneth Downs, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by Certified mail to the Respondent and/or authorized counsel, Rachel Douglas-Jones, P.O. Box 5301, Gainesville, FL 32602 this 23rd day of February, 2004.

Prepared by:
Jeanne Chandler
City of Palatka
201 N 2nd Street
Palatka, FL 32177



Jeanne Chandler
Jeanne Chandler, Secretary to the Code Enforcement
Board

TIM SMITH, PUTNAM CO. CLERK OF COURT
RCD: 06/30/2005 @ 15:13

FILE #: 0000542928

Page 1 of 1



REPORT Supervisor of Elections - Official Election Results

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find the certified election results of the November 5th General Election.

BACKGROUND

Historically, the City receives the report of the election results to be read into the record of the Commission.

PROJECT ANALYSIS

Staff Recommendation

Accept Report.

ATTACHMENTS

1.	Putnam Signed 2024 General Official_NOP
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*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
PUTNAM COUNTY

We, the undersigned, ELIZABETH MORRIS, County Judge, CHARLES OVERTURF, Supervisor of Elections, LEOTA WILKINSON, County Commissioner, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the Fifteenth day of November, 2024 A.D., and proceeded publicly to canvass the votes given for the several offices and persons herein specified at the **Nonpartisan Election** held on the Fifth day of November, 2024 A.D., as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Retention of Justice Renatha Francis of the Supreme Court

Yes 21,555 votes
No 10,287 votes

Retention of Justice Meredith Sasso of the Supreme Court

Yes 21,642 votes
No 10,068 votes

Retention of Judge Joe Boatwright of the Fifth District Court of Appeal

Yes 23,946 votes
No 8,189 votes

Retention of Judge Eric Eisnaugle of the Fifth District Court of Appeal

Yes 21,498 votes
No 9,888 votes

Retention of Judge Harvey Jay of the Fifth District Court of Appeal

Yes 22,302 votes
No 9,064 votes

Retention of Judge Paige Kilbane of the Fifth District Court of Appeal

Yes 22,014 votes
No 9,265 votes

Retention of Judge John MacIver of the Fifth District Court of Appeal

Yes 21,888 votes
No 9,395 votes

***** Official Results *****
CERTIFICATE OF COUNTY CANVASSING BOARD
PUTNAM COUNTY

Retention of Judge Jordan Pratt of the Fifth District Court of Appeal

Yes	22,200 votes
No	9,035 votes

Retention of Judge Adrian G. Soud of the Fifth District Court of Appeal

Yes	22,070 votes
No	9,266 votes

For County Court Judge, Group 1, the whole number of votes cast was 32,167 of which

Anne Marie Gennusa	received	16,199 votes
Alex Sharp	received	15,968 votes

For City of Palatka Commissioner, Group 1, the whole number of votes cast was 3,419 of which

Annie Henderson Davis	received	2,244 votes
Allegra Kitchens	received	1,175 votes

For City of Palatka Commissioner, Group 3, the whole number of votes cast was 3,494 of which

Willie Jones	received	1,961 votes
Elizabeth van Rensburg	received	1,533 votes

For Crescent City Mayor, the whole number of votes cast was 621 of which

Michele Myers	received	363 votes
Craig Oates	received	258 votes

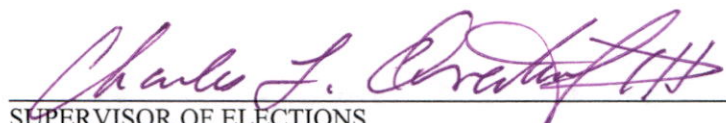
For Crescent City Commissioner, Group 3, the whole number of votes cast was 600 of which

Jamaad C. Batts Sr	received	264 votes
Linda Moore	received	336 votes

*** Official Results ***
CERTIFICATE OF COUNTY CANVASSING BOARD
PUTNAM COUNTY

We Certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.


COUNTY JUDGE


SUPERVISOR OF ELECTIONS


COUNTY COMMISSIONER

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff seeks Commission approval of a resolution to allocate funds received through the American Rescue Plan Act (ARPA) to support critical community projects in the categories of vocational education, homeless assistance, mental health support, public health, removal of blight, and the development of a sports complex. The resolution requires Commission input to identify the specific organizations that will receive funding in each category.

BACKGROUND

The American Rescue Plan Act, enacted in 2021, provided funds to state and local governments to address the economic and public health impacts of the COVID-19 pandemic and facilitate recovery. The City of Palatka has received ARPA funds and identified priority areas through planning.

The selected categories that have not been fully allocated from the plan (attached) are vocational education, homeless assistance, mental health support, public health, removal of blight, and the development of a sports complex—align with ARPA’s goals of addressing immediate needs and fostering long-term community resilience and equity.

The draft resolution attached outlines the funding amounts for each category but does not yet allocate funds to specific organizations. Commission guidance is required to finalize the allocations.

PROJECT ANALYSIS

The proposed allocation ensures funds are distributed equitably across high-priority areas, as follows:

1. **Vocational Education:** \$24,000
 - To support local educational institutions and workforce development organizations.
 - Commission input is needed to identify recipient organizations.
2. **Homeless Assistance:** \$50,000
 - To support transitional housing, shelter operations, and wraparound services for individuals and families experiencing homelessness.
 - Commission input is needed to identify recipient organizations.
3. **Mental Health Support:** \$100,000
 - To increase access to mental health services, including counseling, crisis

intervention, and substance abuse treatment.

- Commission input is needed to identify recipient organizations.

4. Public Health: \$10,000

- To enhance public health infrastructure, including vaccine distribution, health education, and addressing health disparities.
- Commission input is needed to identify recipient organizations.

5. Removal of Blight: \$188,429.46

- To address deteriorated or abandoned properties through demolition, rehabilitation, or redevelopment.
- Commission input is needed to identify recipient organizations.

6. Sports Complex Development: \$25,000

- For the Sports Complex/gateway to 10th and 11th Streets
- Commission input is needed to identify recipient organizations.
- **Granular Activated Carbon Filter Project (GAC):** \$170,808.61 is allocated to the GAC project for pending change order #2 which will be presented to Commission at January meeting. This CO is for supplemental piping, valves, and controls necessary to operate the GAC vessels. The changes involve replacing existing valving that are not operational and includes supplemental valves to separate filtered water from supply water into the various above ground storage tanks at the water treatment plant. Additionally, it includes valving necessary to supply filtered water to the GAC vessels for backwashing.
 1. This funding shall be allocated to the following organizations:
 1. SGS Contracting Services, Inc. PO Box 908 High Springs, FL 32655
- **Road Maintenance Infrastructure:** \$114,475 is allocated to Road Maintenance Infrastructure to address areas within Zone 3 Northside approved on April 11, 2024 Commission meeting. (Exhibit 1 attached). Funding allocated to Design and CEI services for the project.
 1. This funding shall be allocated to the following organizations:
- CHW, Inc. 11801 Research Drive, Gainesville, FL 32615

These allocations are consistent with ARPA regulations and align with the City's strategic goals.

Staff Recommendation

Staff recommends the City Commission approve the resolution to allocate ARPA funds to the designated projects.

Additionally, Staff requests the City Commission provide guidance on the specific organizations that will receive funding in each category. Staff will finalize the resolution with the directed allocations and proceed with implementation.

The resolution also authorizes the City Manager or designee to correct any typographical or scrivener's errors, ensuring efficiency and accuracy without the need for further public hearings. A corrected copy will be posted to the public record by the City Clerk.

ATTACHMENTS

1.	2024-R-258 ARPA Allocations
2.	ARPA_unencumbered funds 12-5-24

RESOLUTION NO. 2024-R-258

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
ALLOCATING FUNDS RECEIVED FROM THE
AMERICAN RESCUE PLAN ACT (ARPA) TO SPECIFIC
PROJECTS IN THE CATEGORIES OF VOCATIONAL
EDUCATION, HOMELESS ASSISTANCE, MENTAL
HEALTH SUPPORT, PUBLIC HEALTH, REMOVAL OF
BLIGHT, AND THE DEVELOPMENT OF A SPORTS
COMPLEX; PROVIDING FOR A DISTRIBUTION PLAN;
PROVIDING FOR CORRECTION OF SCRIVENER'S
ERRORS; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Palatka has received funding from the American Rescue Plan Act (ARPA) to address the economic and public health impacts of the COVID-19 pandemic, and to lay a foundation for a strong and equitable recovery; and

WHEREAS, the City Commission has prioritized the use of these funds to meet critical community needs in the categories of vocational education, homeless assistance, mental health support, public health, removal of blight, and the development of a sports complex; and

WHEREAS, the City has conducted a review of local priorities to ensure the equitable and impactful allocation of ARPA funds.

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

Section 1. Allocation of ARPA Funds

The City of Palatka hereby allocates ARPA funds as follows:

1. **Vocational Education:** \$24,000 is allocated to partner with local educational institutions and workforce development organizations to expand vocational training programs, including those focused on high-demand trades and technology fields
 1. This funding shall be allocated to the following organizations:
 1. .
2. **Homeless Assistance:** \$50,000 is allocated to provide support for transitional housing, shelter operations, and wraparound services for individuals and families experiencing homelessness, in partnership with local non-profits.
 1. This funding shall be allocated to the following organizations:
 1. .
3. **Mental Health Support:** \$100,000 is allocated to increase access to mental health services, including counseling, crisis intervention, and substance abuse treatment, through collaborations with healthcare providers and mental health professionals.
 1. This funding shall be allocated to the following organizations:
 1. .
4. **Public Health:** \$10,000 is allocated to enhance public health infrastructure, including vaccine distribution, health education programs, and resources to address disparities in health outcomes.
 1. This funding shall be allocated to the following organizations:
 1. .
5. **Removal of Blight:** \$188,429.46 is allocated to address deteriorated or abandoned properties in the City, including demolition, rehabilitation, and redevelopment efforts to improve neighborhood conditions and property values.
 1. This funding shall be allocated to the following organizations:
 1. .
6. **Sports Complex Development:** \$25,000 is allocated to the sports complex to promote physical activity, provide recreational opportunities, and serve as a venue for community events.

1. This funding shall be allocated to the following organizations:
 1. .
7. **Granular Activated Carbon Filter Project (GAC):** \$170,808.61 is allocated to the GAC project for pending change order #2 which will be presented to Commission at January meeting. This CO is for supplemental piping, valves, and controls necessary to operate the GAC vessels. The changes involve replacing existing valving that are not operational and includes supplemental valves to separate filtered water from supply water into the various above ground storage tanks at the water treatment plant. Additionally, it includes valving necessary to supply filtered water to the GAC vessels for backwashing.
 1. This funding shall be allocated to the following organizations:
 1. SGS Contracting Services, Inc. PO Box 908 High Springs, FL 32655
8. **Road Maintenance Infrastructure:** \$114,475 is allocated to Road Maintenance Infrastructure to address areas within Zone 3 Northside approved on April 11, 2024 Commission meeting. (Exhibit 1 attached). Funding allocated to Design and CEI services for the project.
 1. This funding shall be allocated to the following organizations:
 1. CHW, Inc. 11801 Research Drive, Gainesville, FL 32615

Section 2. Implementation

The Interim City Manager or their designee is authorized to oversee the implementation of these projects and ensure compliance with ARPA regulations. The City shall provide regular updates to the City Commission and the public on the progress and impact of these initiatives.

Section 3. Correction of Scrivener's Errors

The Interim City Manager or their designee, without public hearing, is authorized to correct any typographical or scrivener's errors, which do not affect the intent of this Resolution. A corrected copy shall be posted in the public record by the City Clerk.

Section 4. Effective Date

This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, on this 12th day of December 2024.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

American Rescue Plan Spending Project List (as of 12/5/2024)

Project Description	Original Budget	Commission- Approved Budget Amendments	Amended Budget	Committed - Commissioners' Approved	Encumbered Costs	Funds Expended	Balance of Allocated Funds	GL	All transfers have been done between these ARPA projects
Housing Repair ⁽²²⁾	\$ 490,243		\$490,243.00	\$ 490,115.08		\$ 127.92	\$0.00	300-63-559-8-3120	
Small Businesses ⁽³²⁾	\$ 100,000	(\$100,000.00)	\$0.00				\$0.00	300-62-559-8-2900	Transfer request - \$100,000 Lead & Copper Rule
Vocational/ Education/ COVID 19 Education ⁽³²⁾	\$ 80,000	(\$56,000.00)	\$24,000.00				\$24,000.00	300-63-559-8-3500	Transfer request -\$16,000 to Youth Council - PAL donation Transfer request -\$40,000 to Utility
Homeless Assistance ⁽²²⁾	\$ 50,000	\$0.00	\$50,000.00				\$50,000.00	300-63-559-8-3110	
Mental Health Support ⁽³⁶⁾	\$ 100,000	\$0.00	\$100,000.00				\$100,000.00	300-63-559-8-3400	
Public Health ⁽¹¹²⁾	\$ 50,000	(\$40,000.00)	\$10,000.00				\$10,000.00	300-61-559-8-1200	Transfer request - \$40,000 to Lead & Copper Rule
Sports Complex- Gateway to 10th and 11th Street ⁽¹⁰⁵⁾	\$ 25,000	\$0.00	\$25,000.00				\$25,000.00	300-66-559-8-6100	
Removal of Blight- Purchase VACANT properties ⁽³⁷⁾	\$ 225,000	(\$8,990.54)	\$216,009.46		\$ 11,880.00	\$ 15,700.00	\$188,429.46	300-66-559-8-6102	Transfer request \$8,990.54 to Lead & Copper Rule
Utility Assistance ⁽¹⁰⁴⁾	\$ 150,000	\$44,822.26	\$194,822.26			\$ 194,822.26	\$0.00	300-62-559-8-2200	Transfer \$40K from Vocational Education \$72.18 from Utility Admin \$2,061.40 from SCBA Airbags, \$50.08 from Radios \$2,638.60 from SJA Palm to Moseley
Utility Assistance - Admin Exp. ⁽¹⁰⁴⁾	\$ -	\$21,800.21	\$21,800.21			\$ 21,800.21	\$0.00	300-62-559-8-2300	Transfer \$21,800 from Youth Council .21 from Utility
Utility Assistance - Admin Supplies ⁽¹⁰⁴⁾		\$1,427.61	\$1,427.61			\$ 1,427.61	\$0.00	300-62-559-8-2301	
Road Maintenance Infrastructure ⁽⁵⁸⁾	\$ -	\$250,000.00	\$250,000.00		\$ 50,987.50	\$ 84,537.50	\$114,475.00	300-66-559-8-6103	Transfer \$250K from Broadband
Granular Activated Carbon Filter Project (GAC) ⁽⁷⁹⁾	\$ 1,538,555	(\$151,276.82)	\$1,387,278.18		\$ 86,128.46	\$ 1,130,341.11	\$170,808.61	300-65-559-8-5100	Transfer req \$40,488.91 to Palm to Moseley Transfer req \$84,734.30 to 800 Mhz Radios Transfer req \$26.053.61 to 800 Mhz Radios
St. Johns Avenue Palm to Moseley ⁽⁷¹⁾	\$ 1,242,623.00	\$ (52,338.59)	\$ 1,190,284.41			\$ 1,190,284.41	\$0.00	300-65-559-8-5110	Transfer req -\$39,353.00 to GIS St Johns Downtown Potable req -\$35,973.00 to GIS CDBG N32 Palatka Heights \$2,938.60 to Utility Assistance to Palm to Moseley Lead & Copper Rule
SCBA Air Packs ⁽¹¹²⁾	\$ 330,000	(\$2,061.40)	\$327,938.60			\$ 327,938.60	\$0.00	300-61-559-8-1500	Transfer req. \$2,061.40 to Utility Assistance
800 Mhz Radios	\$ 580,000	\$74,291.27	\$654,291.27		\$ 5,310.50	\$ 648,980.77	\$0.00	300-66-559-8-6101	Transfer \$110,787.91 from GAC Request \$36,446.56 to Lead & Copper Rule
GIS St. Johns Downtown Potable ⁽⁷¹⁾		\$39,353.00	\$39,353.00			\$ 39,353.00	\$0.00	300-65-559-8-5120	Transfer \$39,353 from Palm to Moseley
GIS CDBG N32 Palatka Heights ⁽⁷¹⁾		\$35,973.00	\$35,973.00		\$ 3,597.30	\$ 32,375.70	\$0.00	300-65-559-8-5130	Transfer \$35,973 from Palm to Moseley
Youth Council ⁽²⁸⁾	\$ 23,000	(\$7,000.00)	\$16,000.00			\$ 16,000.00	\$0.00	300-63-559-8-3300	From Vocational Education \$16K for PAL donation
Broadband	\$ 250,000	(\$250,000.00)	\$0.00				\$0.00	300-65-559-8-1700	Transfer Request -\$250K to Road Maintenance Infrastructure
Lead & Copper Rule ⁽⁷⁷⁾		\$200,000.00	\$200,000.00			\$ 31,127.87	\$168,872.13	300-65-559-8-5140	Tansfer from various accounts for implementation of Lead Inventory
	\$ 5,234,421	\$0.00	\$5,234,421.00	\$ 490,115.08	\$ 157,903.76	\$ 3,734,816.96	\$851,585.20		

Funding Amount

Suggested Projects

Remaining Balance

\$ 5,234,421

\$ (5,234,421)

\$ -

Putnam County Caring Coalition, Inc. request for funding to maintain public toilets and staff temporary space

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Please see the attached request of the Putnam County Caring Coalition.

BACKGROUND

PROJECT ANALYSIS

Staff has suggested to use funding from ARPA as shown on the ARPA allocations spreadsheet, to which this is a subitem.

Staff Recommendation

Hear presentation and determine if ARPA funds are applicable.

ATTACHMENTS

1.	2024.12.12 Putnam County Caring Commission Request
----	--



Regular meetings 2nd and 4th Thursdays of each month
at 6:00 PM

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (skrantz@palatka-fl.gov). Please note that without adequate supporting documentation or information, the City Manager may not approve your request and/or the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation or request: PUTNAM COUNTY CARING COALITION INC

Address 123 s. 2ND St. Palatka FL 32177
cmarvin51@gmail.com

e-mail: putnamcountycaringcommission@gmail.com

Daytime Phone 5017867222 Other ph. _____ Fax _____

*Requested meeting date: 12/12/2024

☒ Request for Commission Action; OR ☐ Presentation Only; no action required

Subject Matter you wish to address : Provision of overnight safe space for unsheltered persons in our community . Municipalities are mandated to prevent sleeping in public spaces as of October 1, 2024; PCCC Inc is providing outdoor toilets to the public and temporary safe sleeping space for unsheltered persons. We need assistance in meeting these needs.

(attach additional sheet if necessary)

Commission Action Requested, if any:

Funding to maintain the public toilets and to staff the temporary safe space.

mfc 12/3/24

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 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS

Sunni Krantz

From: casey eckels <ceckels99@gmail.com>
Sent: Tuesday, November 19, 2024 3:18 PM
To: Sunni Krantz
Subject: ARPA

You don't often get email from ceckels99@gmail.com. [Learn why this is important](#)

Good Morning,

I am seeking info and guidance re: the possibility of accessing some ARPA funds to help a new 501-C3 organization in town, **Putnam Co Caring Coalition**, and its first project **T.O.S.S** (Temporary Overnight Safe Space) located at Westminster, a location that the First Presbyterian Church is graciously sharing with us.

Our group has been encouraged by local officials to enquire about the possibility of receiving ARPA funds to help.

I know deadlines are short and i have not been able to discern from the online info if we might be eligible or how to submit an application for this assistance.

We are serving unsheltered residents for an overnight safe place to sleep, weekly showers and snacks, and offer volunteer advocacy and case management services.

Thank you for your time and i hope to get some guidance from you all soon.

Stella Eckels
954.655.9662

Cynthia Marvin
Pastor Clyff

→ talk to
about
approaching

DISCUSSION/DIRECTION - Re: Interim City Manager
DISCUSSION/DIRECTION - Re: Interim City Manager

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Commission to provide contract amount and terms for Terrill Hill for the position of Interim City Manager

BACKGROUND

This item was placed on the agenda during the November 14th commission meeting. The item was tabled with directions given at that time for HR and Legal to work with the appointed liaison Commissioner Jones to finalize an offer to be made to Mr. Hill in regard to the Interim City Manager position. This offer in the amount of \$5,296.05 bi-weekly was provided to Mr. Hill on November 21, 2024, after all input was received. Mr. Hill at that time made a counter-offer in the amount of \$6,400 bi-weekly. In communication with the liaison and legal counsel, the counter-offer which was made according to legal counsel, voided the existing contract, therefore having new negotiations to be made. With no agreement on salary and terms, the liaison position was deemed complete. It was recommended by the liaison that until the Mayor and the commissions advise further, the city manager search will continue and Marcia Carty continues to serve in the dual role of Interim City Manager and Finance Director.

PROJECT ANALYSIS

Staff Recommendation

A new negotiation with Mr. Hill, regarding the position of Interim City Manager, is being brought back to the commission for salary/term agreements.

ATTACHMENTS

None

REQUEST - Episcopal Children's Services request for \$3,000 for grant match for school readiness program.

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find the Episcopal Children's Services request for \$3,000 for grant match for school readiness program.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Hear presentation by Episcopal Children's Services and determine if City shall honor their request.

ATTACHMENTS

1.	2024.12.12 Episcopal Children Services Request
----	--



Regular meetings 2nd and 4th Thursdays of each month
at 6:00 PM

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (clerk@palatka-fl.gov). Please note that without adequate supporting documentation or information, the City Manager may not approve your request and/or the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation or request: Brittney Spangler
Episcopal Children's Services
Address: 8049 Baypine Rd. Bldg. 7 Ste#3 Jacksonville e-mail: brittney.spangler@ecsfkids.org
FL 32256
Daytime Phone 904 726 1500 Other ph. 904 537 3646 Fax _____

*Requested meeting date: 12/12/24

☒ Request for Commission Action; OR ☐ Presentation Only; no action required

Subject Matter you wish to address: Requesting \$3,000 match dollars to
meet our federal requirement of 6% match

(attach additional sheet if necessary)

Commission Action Requested, if any: _____

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS



— EPISCOPAL —
**Children's
Services**
BELIEVE. ACHIEVE. SOAR.

November 21, 2024

Marcia Carty, CPA
Finance Director
201 N. 2nd St.
Palatka, FL 32177

Dear Ms. Carty,

I am writing to request that the City of Palatka support School Readiness (subsidized childcare) with a contribution of \$3,000 or any other amount that the City can contribute in its 2024/2025 budget to help meet the matching funds requirement of the program. Your contribution will be matched on a one-to-one basis by the State of Florida doubling the impact of your gift.

Episcopal Children's Services (ECS) provides childcare financial assistance to working parents with incomes near or below the federal poverty line. With this help, many working parents who can now afford childcare, are able to work and provide for their family ending the cycle of poverty. A \$3,000 grant by the City would bring \$47,000 to be spent for childcare in your community. This is a 16-to-1 return on investment. Then in addition, the state will match your contribution as mentioned above.

The School Readiness program's goal is to prepare children to be successful in school while affording low-income working parents the opportunity to remain employed to improve their family's situation.

Episcopal Children's Services partnering with the Early Learning Coalition of North Florida has operated the School Readiness program for over 20 years. We are an established nonprofit that has consistently supported the needs of the children and families in Palatka throughout the years. I am enclosing our annual report and audited financial statements. If you would like to know more about our programs, please let me know. Thank you again for your consideration.

Sincerely,

Brittney Spangler
Senior Director of Programs
Episcopal Children's Services
(904)726-1500 ext. 2229
Brittney.Spangler@ecs4kids.org

m/c
12/3/24

** Need Agenda Request Form*

Sunni Krantz

From: Marcia Carty
Sent: Thursday, November 21, 2024 1:54 PM
To: Sunni Krantz
Subject: FW: Following Up on School Readiness Program Funding for 2024-2025 Fiscal Year
Attachments: City of Palatka Match Request FY24-25_112124.pdf; ELCNF Annual Report FY 2022-2023.pdf; 2023 ECS Inc. Auditor Report Financial Statements (1).pdf

Placeholder – 12/12/24 agenda meeting

Marcia G. Carty

Marcia G. Carty, CPA, CGFO
Interim City Manager/Finance Director
City of Palatka
201 N. 2nd Street
Palatka, Florida 32177
386-329-0100 EXT 212

From: Brittney Spangler <Brittney.Spangler@ecs4kids.org>
Sent: Thursday, November 21, 2024 1:31 PM
To: Marcia Carty <mcarty@palatka-fl.gov>
Cc: Sunni Krantz <skrantz@palatka-fl.gov>; Brittney Spangler <Brittney.Spangler@ecs4kids.org>
Subject: RE: Following Up on School Readiness Program Funding for 2024-2025 Fiscal Year

You don't often get email from brittney.spangler@ecs4kids.org. [Learn why this is important](#)

Marcia,

Please see the attached documents. If you have any questions, please don't hesitate to reach out.

Thank you,

Brittney Spangler
Senior Director of Programs
Episcopal Children's Services
Direct Line: (904) 674-6229 | Cell: (904) 537-3646
Office: (904) 726-1500 Ext. 2229 | Fax: (904) 726-1516
8649 Baypine Road, Ste. 300, Bldg. 7, Jacksonville, FL 32256
Provider Questions? Click [HERE](#) for our new Provider Information Site!
Please encrypt all emails containing personal information.



From: Marcia Carty <mcarty@palatka-fl.gov>
Sent: Wednesday, November 20, 2024 4:50 PM
To: Brittney Spangler <Brittney.Spangler@ecs4kids.org>
Cc: Sunni Krantz <skrantz@palatka-fl.gov>
Subject: RE: Following Up on School Readiness Program Funding for 2024-2025 Fiscal Year

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please send me information to put in the agenda package and possibly stop by to explain your desire further.

From: Brittney Spangler <Brittney.Spangler@ecs4kids.org>
Sent: Wednesday, November 20, 2024 3:47 PM
To: Marcia Carty <mcarty@palatka-fl.gov>
Cc: Brittney Spangler <Brittney.Spangler@ecs4kids.org>
Subject: FW: Following Up on School Readiness Program Funding for 2024-2025 Fiscal Year

You don't often get email from brittney.spangler@ecs4kids.org. [Learn why this is important](#)

Marcia,

I tried following up with Mr. Bell below but received an automated response informing me to forward any emails to your name and email. Please let me know if you have any questions regarding my email below.

Thank you,

Brittney Spangler
Senior Director of Programs
Episcopal Children's Services
Direct Line: (904) 674-6229 | Cell: (904) 537-3646
Office: (904) 726-1500 Ext. 2229 | Fax: (904) 726-1516
8649 Baypine Road, Ste. 300, Bldg. 7, Jacksonville, FL 32256
Provider Questions? Click [HERE](#) for our new Provider Information Site!
Please encrypt all emails containing personal information.



From: Brittney Spangler
Sent: Wednesday, November 20, 2024 3:33 PM
To: tbell@palatka-fl.gov

Cc: Brittney Spangler <Brittney.Spangler@ecs4kids.org>

Subject: Following Up on School Readiness Program Funding for 2024-2025 Fiscal Year

Importance: High

Dear Ms. Campbell,

I hope this email finds you well.

On July 3, 2024, I wrote to you requesting \$3,000 in support of the School Readiness Program in the City of Palatka for the 2024-2025 fiscal year. This program provides vital childcare assistance to working parents with low incomes, allowing them to remain employed and contribute to the local economy.

I understand that budget finalization is a complex process. I am writing to follow up on our request and inquire about the potential inclusion of the School Readiness Program in City's budget for the coming year.

Episcopal Children's Services has been a dedicated partner in supporting Putnam County families. We are confident that the School Readiness Program continues to be a valuable resource for the community. Please let me know if there is any additional information we can provide to support our request. I am available to discuss this further at your convenience.

Thank you for your time and consideration.

Sincerely,

Brittney Spangler

Senior Director of Programs

Episcopal Children's Services

Direct Line: (904) 674-6229 | Cell: (904) 537-3646

Office: (904) 726-1500 Ext. 2229 | Fax: (904) 726-1516

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system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.



- EPISCOPAL -
**Children's
Services**
BELIEVE. ACHIEVE. SOAR.

November 21, 2024

Marcia Carty, CPA
Finance Director
201 N. 2nd St.
Palatka, FL 32177

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Episcopal Children's Services partnering with the Early Learning Coalition of North Florida has operated the School Readiness program for over 20 years. We are an established nonprofit that has consistently supported the needs of the children and families in Palatka throughout the years. I am enclosing our annual report and audited financial statements. If you would like to know more about our programs, please let me know. Thank you again for your consideration.

Sincerely,

Brittney Spangler
Senior Director of Programs
Episcopal Children's Services
(904)726-1500 ext. 2229
Brittney.Spangler@ecs4kids.org



NATIONAL BUREAU OF ECONOMIC RESEARCH
INCORPORATED
100 Brookline Avenue
Cambridge, Massachusetts 02139
Telephone: 617-351-9000
Fax: 617-351-9001
E-mail: nber@nber.org

For more information on NBER's research and programs, visit our website at www.nber.org.
NBER is a non-profit organization that has been in existence since 1933. It is a part of the National Academy of Sciences.
NBER's research is funded by the National Science Foundation, the National Endowment for the Humanities, and the National Endowment for the Arts.

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ANNUAL REPORT

FY 2022-2023

Mission: To serve parents, caregivers, and educators of children ages birth to prekindergarten by managing and evaluating early child care and early education programs through a quality school readiness delivery system in Baker, Bradford, Clay, Nassau, Putnam, & St. Johns Counties.

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EVALUATION OF DIRECT ENHANCEMENT SERVICES

Evaluation of Direct Enhancement Services

COMPREHENSIVE CONSUMER EDUCATION

Describe how the Coalition coordinated resource and referral programs specifically related to the provision of comprehensive consumer education to parents and the public regarding participation in the school readiness program and parental choice.

Our Child Care Resource and Referral (CCRR) program connects parents with the child care programs and community resources best suited to meet the family's needs. CCRR is a free service. Parents can either go online, come in or call the local offices and speak with a CCRR specialist to discuss the family's child care options and needs.

The ELC also participates in the Help Me Grow Program in Putnam County which promotes early identification of developmental, behavioral, or educational concerns, then links children and families to community-based services and supports at no cost to parents and caregivers. Two CCRR staff were trained on the Mind in the Making series and were each able to complete an in-person 8-week, 8 session parent training at two local child care provider facilities. MITM's learning modules, skill-building opportunities and book tips serve professionals and caregivers across a wide array of sectors and take a two-generational approach to building executive function-based life skills within children and families together. The sessions were free to any family participating.

To get the word out in our communities about our CCRR services, staff attend community events to distribute Resource and Referral literature and answer questions about our services. During the 2022-2023 program year staff participated in numerous community meetings and events where over 2700 outreach materials were distributed to promote Child Care Resource and Referral. In addition, staff served on community committees such as the Community Alliance of Northeast Florida, Clay SafetyNet Alliance, Keystone SafetyNet Alliance, and the St. Johns Head Start Policy Council.

CCRR provides other important information and referrals to parents. CCRR specialists inform parents about quality indicators in the child care setting so that parents can make an informed choice. Every parent receives a parent packet that includes a quality indicator checklist to be used as parents visit potential programs. CCRR staff provides referrals to Child Find and other community services. To be accessible to our clients, we have offices located in each county with walk-in hours, appointments and are accessible by phone, email, and through our online scheduling system.

PROVIDER FINANCIAL SUPPORTS

Provide a list of grants, awards, or bonuses offered to school readiness program providers to assist them in meeting applicable state requirements for child care performance standards, implementing developmentally appropriate curricula and related classroom resources that support curricula, providing literacy supports, and providing professional development.

EVALUATION OF DIRECT ENHANCEMENT SERVICES

Include the qualifying criteria to receive financial supports and related monitoring activities to verify appropriate use of support.

CDA courses- Qualifying Criteria: CDA Application. Participants are required to apply and recipients progress through the course is monitored by the CDA specialist on staff. Monitoring: CDA specialist monitors the course progress of participants.

Teaching Strategies Gold Implementation- Qualifying Criteria: SR providers were required to apply for a program to achieve child assessment reliability. Participating providers received free access to child files in TSG. Monitoring: Child Assessment Reliability certificates.

FCCHA Conference- Qualifying Criteria: FCCH providers were required to apply for the scholarship which awarded a scholarship to use on conference registration and/or hotel stay. Monitoring: Providers were required to submit conference agenda/certificate, and a write up of what they learned at the conference.

MMCI/CLASS Group Coaching- Qualifying Criteria: Participants were required to apply to attend training at no cost to the participant. Monitoring: Progress through the course cohort is tracked by the Course Instructor.

InterAct CLASS Summit- Qualifying Criteria: contracted provider with scholarship application. providers were required to apply for the scholarship which awarded a scholarship to use on conference registration and/or hotel stay. Monitoring: Providers were required to submit conference agenda/certificate, and a write up of what they learned at the conference.

TRAINING AND TECHNICAL ASSISTANCE

Provide a list and description of trainings and/or technical assistance activities the coalition offered to school readiness program providers, staff, and parents in each of the following areas.

- **Early Learning Standards**

A cross walk between CLASS and Early Learning Standards is used to inform providers of the connection of both tools through TA and coaching using the crosswalk.

- **Child Screenings and Assessments**

Ongoing TA is given to providers who need assistance with completing child screening and assessments and is given on an as-needed basis. Some trainings offered cover this topic as well. Instructions and TA are ongoing with providers with the rollout of screening features in EFSM.

- **Developmentally Appropriate Curricula and Character Development**

Technical assistance is given on an as-needed basis for curriculum and character development needs. Some trainings offered cover this topic as well.

- **Teacher-Child Interactions**

EVALUATION OF DIRECT ENHANCEMENT SERVICES

Teacher Child Interactions are the primary focus of our coaching program with providers/teachers. Multiple trainings cover this area as well. MyTeachstone accounts are offered to providers to provide even more access to Teacher-Child Interaction strategies and best practices.

- **Age-Appropriate Discipline Practices**

Trainings conducted address age-appropriate discipline practices and much of the TA given by inclusion specialists also cover this topic.

- **Health and Safety**

Multiple trainings provided over the year included Health and Safety best practices. If coaches or staff notice serious lacking in the health and safety of a child care program, TA is given immediately.

- **Nutrition**

TA is offered on an as needed basis.

- **First Aid**

TA is offered on an as needed basis and can be incorporated into existing Health and Safety trainings and TA.

- **Recognition of Communicable Diseases**

TA is offered on an as needed basis and can be incorporated into existing Health and Safety trainings and TA. Information about procedures and precautions regarding Health & Safety are shared with providers throughout the year as needed.

- **Child Abuse Detection and Prevention**

We offer TA as needed on this topic as well as forwarding information on this topic to providers.

QUALITY ACTIVITIES FOR INFANT AND TODDLER CARE

Provide a description of the quality activities and services the coalition provided to enhance infant and toddler care.

We have an education team member on the State Infant/Toddler Network group to stay updated on any IT developments and share info as appropriate with teammates and providers. We offer Trainings for Infant/Toddler teachers on a wide variety of topics. Coaching and TA are also given for I/T teachers to help incorporate appropriate practices and strategies into the classroom.

EVALUATION OF DIRECT ENHANCEMENT SERVICES

MONITORING

Describe the process for monitoring of compliance with, and enforcement of, applicable state and local requirements.

The ECS Director of Quality Assurance and Data Integrity is responsible for ensuring for monitoring of compliance with, and enforcement of, applicable state and local requirements. All Plan Outcomes are monitored through interviews, documentation of activities, and proper back-up documentation at least annually as are contract requirements. Internal procedures and policies describe the processes and results of quarterly monitoring by the ELC prove our methods to be effective. Processes are reviewed regularly for updates and results of all monitoring is communicated immediately to the Chief of Programs.

ECS develops a monitoring plan to monitor School Readiness and VPK programs. The ELC reviews and approves the plan annually. The plan uses DEL sample sizes and protocols to ensure that each participating provider is adhering to contractual requirements and adherence to child attendance and reimbursement using the approved DEL monitoring tools and complying with DEL mandated sample sizes.

The ELC monitors its subrecipient, ECS on a quarterly basis using DEL monitoring tools whenever possible. Key areas monitored are: Fiscal review of non-direct costs (SR and VPK), Fiscal overview to include review of internal controls and cost allocation plan; VPK and SR enrollment files, attendance review and payment validation for VPK and SR. VPK and SR provider requirements and SR provider services (provider contract and education files)

From each monitoring the ELC addresses any findings, concerns or observations that are discovered. The subrecipient has the opportunity to respond to a draft report to clarify any questions and then a final report is created. Corrective action plans (if applicable) will be provided to the ELC. The ELC then provides an acceptance/rejection letter with terms and timelines (if applicable). The contractor typically has about a month to submit any corrective action items and submit to the ELC. If satisfied, a monitoring close-out letter is issues to the contractor.

INCLUSION

Describe the activities the coalition has implemented to promote inclusive child care, including responding to Warm-Line requests by providers and parents, and providing developmental and health screenings to school readiness program children.

Warm-line requests are handled by our Inclusion Specialists who respond in a timely manner to parents and providers requests and concerns. Inclusion Specialists promote inclusive childcare by providing trainings on a variety of topics, including teacher-child interactions and trauma informed care. SR children receive ASQ screenings routinely, including ASQ SE, if the parent/guardian agrees to screening. Onsite classroom/child observations are also offered for all childcare providers requesting it, as well as a follow up plan for the teachers and parents.

DATA SUMMARY

Data Summary

The following information is based on data collected from July 1, 20_22_- June 30, 20_23_.

CHILDREN SERVED IN SCHOOL READINESS

Number of children served in the school readiness program, by provider type, enumerated by age and eligibility priority category, reported as the number of children served during the month and the average participation throughout the month.

DATA SUMMARY

CHILD DISENROLLMENT

Total number of children disenrolled during the year and the reasons for disenrollment

ELC of North Florida/Episcopal Children's Services
Fiscal Year 2022-2023 Annual Report
Section E - School Readiness Children Disenrolled
September 6, 2023

Reason for Disenrollment	Number of Children Disenrolled
Child care provider dismisses child due to child's behavior	2
Child care provider does not meet parent's or guardian's expectations.	12
Child care provider has closed for economic or other business reasons.	7
Child care setting provided too much stimulation for the child.	2
Child deceased.	2
Child has a duplicate record.	1
Child has exceeded the age-limit for services.	15
Child is no longer residing with the guardian who completed the initial application. New paperwork must be completed by new guardian.	50
Child poses safety risk to other children at program.	5
Child was determined eligible for services but never enrolled with a child care provider.	34
Client deceased.	1
Client does not show up for redetermination.	225
Client failed to provide required documentation to maintain eligibility.	32
Client is eligible for services under a different funder (i.e., non funder 1).	1
Client is no longer eligible for services because the family income exceeds the allowable amount for eligibility.	58
Client moved out of the county in which funding is currently provided.	35
Client no longer has a valid purpose for care.	41
Client's contact information is no longer valid and fails to provide updated information by a specified date.	1
Custodian is involved in seasonal work (such as migrant or school district employees) and the child's enrollment is temporarily suspended while custodian is not working.	103
Parent declined Terms and Conditions	13
Parent or guardian lacks resources necessary to keep child in care.	5
Parent/guardian withdrew child from the program.	304
Provider dismissed child for noncompliance with the provider's attendance policy.	105
Provider dropped child from the provider's program.	25
Provider no longer receiving SR or VPK funds due to noncompliance or low performance	2
Provider remains open, but no longer provides VPK or SR services.	15
Referral from referring agency has expired.	44
Referring agency has terminated the referral.	1
Suspected Fraud Case.	2

DATA SUMMARY

The enrollment record was updated.	137
The next authorization period was approved.	20
The program where the child was receiving services changed ownership. The new owner has a new provider record.	4
Transfer from one SR funding source to another (i.e. BG3 to BG8).	7
Transfer to another provider record (even if the second record is owned by the same provider).	12
Total	1,323

Data is from the EFS Modernization Database as of September 6, 2023

PROVIDER TYPE

Total number of providers by provider type

 DIVISION OF Early Learning LEARN EARLY. LEARN FOR LIFE.				
Florida Department of Education				
ELC of North Florida/Episcopal Children's Services				
Fiscal Year 2022-2023 Annual Report				
Section F - Total Providers by Provider Type				
September 6, 2023				
Provider Type	Total Providers	Offered SR Only	Offered VPK Only	Both
1. Licensed Private Centers	185	45	51	89
2. License-Exempt Centers	41	30	6	5
3. Large Family Child Care Home	1	1	0	0
4. Licensed Family Child Care Home	20	20	0	0
4. Registered Family Child Care Home	3	3	0	0
6. Private School	13	0	12	1
7. Public School	50	0	44	6
Data is from the EFS Modernization Database as of September 6, 2023				

DATA SUMMARY

SCHOOL READINESS PROVIDER REVOCATION

List of any school readiness program provider, by type, whose eligibility to deliver the school readiness program is revoked, including a brief description of the state or federal violation that resulted in the revocation

 DIVISION OF Early Learning LEARN EARLY. LEARN FOR LIFE. Florida Department of Education					
ELC of North Florida/Episcopal Children's Services Fiscal Year 2022-2023 Annual Report Section G - Providers with Eligibility to Deliver the School Readiness Program Revoked September 7, 2023 0					
Provider Name	Address	City	County	Provider Type	ELC Narrative
CHAPPELL SCHOOLS LONGLEAF	1520 LONGLEAF PINE PARKWAY	ST. JOHNS	ST. JOHNS	1. Licensed Private Centers	Multiple DCF violations indicating a systematic issue with lack of supervision, which threatens the health, safety or welfare of children after it was discovered an assistant teacher inappropriately touched multiple children in a classroom.
THOMAS FAMILY DAY CARE HOME	920 CARR ST	PALATKA	PUTNAM	4. Licensed Family Child Care Home	DCF Complaint inspection that resulted in two Class I violations and five Class II Violations. Provider knowingly misrepresented and provided fraudulent information regarding a felon that was present in her childcare home while children were present. This threatens that health, safety, or welfare of children.
Data is from the EFS Modernization Database as of September 7, 2023					

DATA SUMMARY

VOLUNTARY PREKINDERGARTEN PROVIDER REVOCATION

List of any voluntary prekindergarten program provider, by type, whose eligibility to deliver the voluntary prekindergarten program is revoked, including a brief description of the state violation that resulted in the revocation

 DIVISION OF Early Learning LEARN EARLY. LEARN FOR LIFE. Florida Department of Education					
ELC of North Florida/Episcopal Children's Services Fiscal Year 2022-2023 Annual Report Section H - Providers with Eligibility to Deliver the Voluntary Prekindergarten Revoked September 7, 2023					
Provider Name	Address	City	County	Provider Type	ELC Narrative
CHAPPELL SCHOOLS LONGLEAF	1520 LONGLEAF PINE PARKWAY	ST. JOHNS	ST. JOHNS	1. Licensed Private Centers	Multiple DCF violations indicating a systematic issue with lack of supervision, which threatens the health, safety or welfare of children after it was discovered an assistant teacher inappropriately touched multiple children in a classroom.
Data is from the EFS Modernization Database as of September 7, 2023					

DATA SUMMARY

CHILDREN SERVED BY PROVIDER

The total number of children served in each provider facility

FISCAL SUMMARY

Fiscal Summary

During the 20_22_ - 20_23_ fiscal year, the coalition's total SR, SR Local Match, VPK, and Other Local Revenues operating budget was \$38,595,495.00.

PROGRAM FUNDS (REVENUES)

Segregation of School Readiness Program funds, SR Local Match funds, Voluntary Prekindergarten Education Program funds, and other local revenues available to the coalition.

School Readiness (SR) funds	\$ 20,723,435.43
SR Local Match funds	\$175,232.88
Voluntary Prekindergarten Education (VPK) Program funds	\$16,260,059.89
Other Local Revenues (including in-kind)	\$12,018.00
Total	\$37,170,746.20

DETAILS OF EXPENDITURES BY FUND SOURCE

Details of expenditures by fund source, including total expenditures for administrative activities, quality activities, nondirect services, and direct services for children.

	Administrative Activities	Quality Services	Nondirect Services	Direct Services for Children	Total
SR	\$770,563.75	\$2,009,445.53	\$979,655.71	\$16,963,770.44	\$20,723,435.43
SR Local Match Funders	\$0	\$0	\$0	\$175,232.88	\$175,232.88
VPK	\$507,795.23	\$0	\$0	\$15,752,264.66	\$16,260,059.89
Other Local Revenues	\$824.00	\$11,194.00	\$0	\$0	\$12,018.00
Total	\$1,279,182.98	\$2,020,639.53	\$979,655.71	\$32,891,268.03	\$37,170,746.20

COALITION STAFF AND RELATED EXPENDITURES

Total number of coalition staff and the related expenditures for salaries and benefits. For any subcontracts, the total number of contracted staff and the related expenditures for salaries and benefits.

	Number of Staff	Expenditures for Salary and Benefits
Early Learning Coalition Staff	11	\$ 769,188.00
Subrecipient Staff	41.41	\$2,826,825.94
Total	52.41	\$3,596,013.94

Journal of Management Education

Volume 40 Number 3 March 2006

Editorial Board: David A. Auerbach, University of Wisconsin-Madison; Robert A. Giacalone, University of Massachusetts; Jeffrey Pfeffer, University of California, Berkeley; David A. Whetten, University of Michigan; and others.

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David A. Auerbach, University of Wisconsin-Madison; Robert A. Giacalone, University of Massachusetts; Jeffrey Pfeffer, University of California, Berkeley; David A. Whetten, University of Michigan; and others.

**REQUEST - Blue Crab Productions' request for sponsorship for New Year's Celebration,
December 31, 2024
RESOLUTION 2024-R-261**

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Please see the attached request made by Blue Crab Productions.

BACKGROUND

The City of Palatka has a long-standing commitment to enhancing the quality of life for residents and visitors by supporting community events. As part of this initiative, the City established a Commissioner Special Event Funds Policy, which guides the allocation of funds to support events that foster community engagement and celebrate important occasions. The policy was updated in November 2023 to provide clearer guidelines for the use and distribution of these funds.

The New Year's Celebration, organized by Blue Crab Productions, is planned to take place on December 31, 2024, and aims to offer an exciting mix of entertainment and activities that will appeal to a wide range of residents and visitors.

PROJECT ANALYSIS

In the event the Commission feels it is in the best interest of the City to provide a sponsorship for the event, Staff would suggest utilizing the Commission's Special Event Funds.

Staff would note that the City's Commission's Special Event Fund policy states that "the recipient of the funds must be a non-profit entity or an individual/organization conducting an event with a charitable purpose that will not result in 'profits' being retained by the individual/organization". The policy is attached for further reference.

Staff Recommendation

Hear the presentation and determine whether to authorize the use of Commission Special Event funds.

ATTACHMENTS

1.	2024-r-261 EXPENDITURE OF COMMISSION SPECIAL EVENT FUNDS FOR BLUE CRAB PRODUCTIONS NEW YEAR'S CELEBRATION ON DECEMBER 31, 2024
2.	2024.12.12 Blue Crab Productions - Commission Special Events funds request
3.	2023-R-262 Commission Policy of Commission Special Event Funds

RESOLUTION 2024-R-261

**A RESOLUTION OF THE CITY OF PALATKA
AUTHORIZING THE EXPENDITURE OF COMMISSION
SPECIAL EVENT FUNDS FOR BLUE CRAB
PRODUCTIONS NEW YEAR'S CELEBRATION ON
DECEMBER 31, 2024; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, the City of Palatka has established a Commissioner Special Event Funds Policy, revised on November 9, 2023, to guide the allocation and utilization of Commissioner's special event funds; and

WHEREAS, the New Year's Celebration hosted by Blue Crab Productions, scheduled for December 31, 2024, has been identified as an event eligible for funding under the Commissioner Special Event Funds Policy; and

WHEREAS, the event will include activities such as a drone show, live music, boat tours, a kids area, and other family-friendly attractions, all of which are expected to promote community engagement and enhance the quality of life for residents and visitors in Palatka; and

WHEREAS, the City Commission recognizes the importance of supporting events that bring the community together in celebration and enjoyment.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka that:

Section 1: The City Commission hereby authorizes the expenditure of Commission special event funds in an amount to be determined by each Commissioner in accordance with the City's Commissioner Special Event Funds Policy revised on November 9, 2023, to support the New Year's Celebration event hosted by Blue Crab Productions on December 31, 2024.

Section 2: The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of December 2024.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Received 11/25/24



Regular meetings 2nd and 4th Thursdays of each month
at 6:00 PM

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (clerk@palatka-fl.gov). Please note that without adequate supporting documentation or information, the City Manager may not approve your request and/or the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

Name of Individual, Organization and/or Group making presentation or request: _____

Blue Crab Productions

Address: 117 N 2nd Street Palatka, FL 32177 e-mail erin@palatkarivercenter.com

Daytime Phone 386-916-7867 Other ph. _____ Fax _____

*Requested meeting date: December 12th, 2024

☒ Request for Commission Action; OR ☐ Presentation Only; no action required

Subject Matter you wish to address: We wish to present a sponsorship opportunity to the city commission for the New Year's Celebration on December 31st, 2024. This public event will have vendors, food trucks, music, kid zone, and eco-friendly drone show.

(attach additional sheet if necessary)

Commission Action Requested, if any: A sponsorship commitment.

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

hfe
12/3/24

201 N. 2nd STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

Rev. 2024.10.07

REFERENCES

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2025 NEW YEARS' *Celebration*

DRONE SHOW ✦ VIP ACCESS ✦ LIVE MUSIC

DEC. 31

PALATKA RIVER CENTER
102 NORTH 1ST STREET, PALATKA, FL

BOAT TOURS, FOOD, FUN FOR THE KIDS,
360 PHOTO BOOTH & MORE!

VISIT OUR WEBSITE FOR DETAILS.

386-916-7867

BLUECRABPRODUCTIONSLLC.COM





2025 NEW YEAR'S

Celebration

SPONSORSHIP OPPORTUNITY

Ring in the new year at the St. Johns River Center in Palatka! We are taking Palatka to new heights by entertaining families with a balloon drop and celebrating 2025 with our eco-friendly drone show. Take part in boat rides, bring the family to the kid zone, browse wares from our vendors, and end the night dancing to The Hit Factory Band. This will be a night to remember!

PLATINUM - \$20,000

Included in marketing on radio reaching three counties, print locally and out of area, social media reaching Northeast Florida, and television. 10x10 vendor booth space. Fifteen (15) ALL ACCESS VIP Passes with Party Boat Ride. Branding on VIP area and stage banners.

GOLD - \$10,000

Included in marketing on radio reaching three counties, print locally and out of area, and social media reaching Northeast Florida. 10x10 vendor booth space. Ten (10) ALL ACCESS VIP Passes with Party Boat Ride. Branding on VIP area and stage banners.

SILVER - \$5,000

Included in marketing on radio reaching three counties, print locally and out of area, and social media reaching Northeast Florida. 10x10 vendor booth space. Eight (8) ALL ACCESS VIP Passes with Party Boat Ride. Branding on VIP area and stage banners.

BRONZE - \$2,500

Included in marketing on radio reaching three counties, included on flyers distributed in Putnam and surrounding areas, and social media reaching Northeast Florida. 10x10 vendor booth space. Six (6) ALL ACCESS VIP Passes with Party Boat Ride. Branding on VIP area and stage banners.

SPARKLE - \$1,000

Four (4) VIP Passes. 10x10 vendor booth space.

For any questions, please contact Erin Hewes at 3869167867 or erin@palatkarivercenter.com



FOR IMMEDIATE RELEASE: November 2024

Blue Crab Productions LLC

102 North 2nd Street

Palatka, Florida 32177

904-417-8503

info@bluecrabproductionsllc.com

www.BlueCrabProductionsLLC.com

Ring in the New Year with a Dazzling Drone Show and Festive Celebration!

A Sky-High Spectacle to Remember

Palatka, Florida – Get ready to celebrate the New Year in style! Blue Crab Productions is thrilled to announce a spectacular New Year's Eve celebration featuring a dazzling drone light show, live music, delicious food, exciting activities for kids, and much more.

Event Highlights:

- **Dazzling Drone Show:** Witness a breathtaking drone light show illuminating the night sky with stunning visual effects.
- **Live Music:** Dance the night away to The Hit Factory Band, a young high-energy 10-piece band.
- **Party Boat Cruise:** Cruise down the St. Johns River with a 30-minute boat tour. Tickets sold on site or included with VIP Access package.
- **Delicious Food:** Indulge in a variety of culinary delights from local food vendors.
- **Fun for the Kids:** Keep the little ones entertained with exciting activities like a balloon drop countdown.
- **360 Photo Booth:** Capture unforgettable memories with friends and family at our 360-degree photo booth.
- **VIP Access:** Enjoy exclusive perks and privileges with our VIP package, including roof top access to The River Center, all night live music, party boat cruise on the St. Johns River, hot hors d'oeuvres, drinks, and champagne toast. Tickets available on website.

Event Details:

- **Date:** December 31, 2024
- **Time:**
 - 3:00PM – 8:00PM Vendor Market / Boat Ride
 - Check out our vendors offering a variety of products to purchase. St. Johns River boat ride tickets available for sale throughout the day.
 - 6:00PM Balloon Ball Drop for Kids
 - Countdown the New Year with the family with the balloon drop. Spend time ringing in the new year with the kids without having to keep them up until midnight.
 - 9:00PM – 2:00AM VIP Access Party (Ticket required: \$150/person or \$250/couple)
 - Rooftop access to the St. Johns River Center, all night live music, hot hors d'oeuvres, drinks, and champagne toast. Passes including boat rides are held at designated launch times on the hour.
 - 9:30PM The Hit Factory Band
 - The Hit Factory Band will be bringing in the energy! This impressive ten-piece band is comprised of some of the most electrifying top musicians, singers, and performers to be found. Featuring four dynamic front vocalists, including the amazing R. Anthony (as seen on "The Voice"), female vocalists Sierra and Jaricha, and bandleader/trumpet/emcee Andrew Garrison.
<https://thehitfactoryband.com/about-the-band/>
 - 12:00AM Drone Light Show
 - Take in the spectacle of a light display show using drones in the night sky. This show is open to the public, and best viewed from the St. Johns River Center VIP area.
- **Location:** Palatka Riverfront, 102 North 1st Street, Palatka, FL 32177
- **Ticket Information:** Free event | VIP Access \$150/person or \$250/couple

For more information and updates, please visit our website at www.BlueCrabProductionsLLC.com or follow us on social media.

RESOLUTION NO. 2023-R-262

**A RESOLUTION OF THE CITY OF PALATKA REVISING
THE COMMISSION POLICY ON UTILIZATION AND
APPROVAL OF SPECIAL EVENT FUNDS; AND PROVIDING
FOR SCRIVENER'S ERRORS**

WHEREAS, the City of Palatka adopted criteria for determining eligibility and process for city commission special event expenditures on February 23, 2023; and

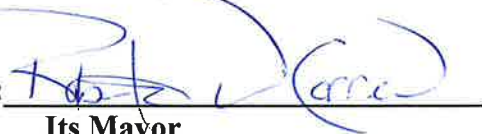
WHEREAS, the Commission desires to revise the policy to allow for Commissioners to allocate funding of a previously approved event/expenditure; and

NOW THEREFORE, be it resolved by the City Commission of the City of Palatka, Florida, as follows:

1. The Commission special event expenditure criteria and process are hereby revised.
2. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 9th day of November, 2023.

CITY OF PALATKA

BY: 

Its Mayor



City Clerk

APPROVED AS TO FORM AND LEGALITY:


CITY ATTORNEY

**CRITERIA FOR DETERMINING ELIGIBILITY OF
CITY COMMISSION SPECIAL EVENT EXPENDITURE**

1. The event or purpose for which the money is spent must be intended to benefit the general public and should not exclude any group or segment of the public.
2. The contribution should be in the name of the City of Palatka but may list the Commissioner from whose budget the funds are taken as the "Proposer".
3. None of the City Commissioners, including the Proposer, should receive any special benefit (different from the general public) as a result of the expenditure or as a result of the sponsored event.
4. No funds shall be paid to an entity/organization of which the proposing Commissioner is an employee, officer, or board member.
5. The recipient of the funds must be a non-profit entity or an individual/organization conducting an event with a charitable purpose that will not result in "profits" being retained by the individual/organization.
6. No individual/entity/organization shall be given or awarded funds more than once during any calendar year.

**PROCESS FOR APPROVAL OF
EACH COMMISSIONER'S SPECIAL EVENTS BUDGET**

If a Commissioner wishes to propose the expenditure of funds from the Commissioner's Budgeted Special Event Fund (\$5,000.00 currently), the Commissioner would advise staff of the proposed expenditure and the matter would be placed on the City Commission Agenda at the next regular City Commission Meeting where it would be discussed by the entire Commission. Any commissioner shall be able to distribute funds for previously approved special event/expenses without taking the request back to the Commission for approval. Commission approval does not have to specify the amount. The purpose to be served by having the Commission discuss the matter would be to assure transparency to the Public (as well as the Commission). In addition, any questions regarding the legality of the proposed expenditure could be resolved in order to eliminate any issue which might otherwise be brought forward "after the fact" – thereby avoiding the possibility of having an individual Commissioner's expenditure of his/her Special Events budget become the subject of any allegations of illegality or unethical conduct. Assuming that the particular proposed expenditure met the test of "legality" in the opinion of the City Attorney, a Commissioner's proposal to expend money from their respective budgeted Special Events fund would be given great weight by the other Commissioners during the Commission review process. Any project or event funded/financed from a Commissioner's Special Events Fund would be publicized as having been financed by the "City of Palatka", with recognition of the Commissioner who proposed the expenditure as the event's "Proposer".

Adopted by the City Commission on 2/23/2023.

Revised November 9, 2023

STAFF REPORT

Case#: PB 24-10
Address: 00 (Unassigned) McLaury Drive
Parcel ID: 10-10-26-0000-0130-0010;
10-10-26-0000-0200-0060

Applicant: Roberts Land and Timber Company; 6201 Saint Johns Avenue Land Trust

A. Application Summary

Project: PB24-23 PUD, McLaury Cove Townhome Community
Request: This is a request for approval of a Planned Unit Development for two combined parcels totaling 31 acres +/- .

Parcels:	10-10-26-0000-0130-0010; 10-10-26-0000-0200-0060
Project Manager:	Lorenzo Aghemo, Planning Director
Owners:	Roberts Land & Timber; 6201 Saint Johns Avenue Land Trust
Agent:	Shalene Estes, Forestar (USA) Real Estate Group, Inc.

I. Background

This is an application for a Planned Unit Development of two combined parcels totaling approximately 31 acres. The parcel fronting St. Johns Avenue is 6.67 acres and, the one fronting McLaury Drive is 24.33 acres for a total of 31 acres. The City Commission recently rezoned both parcels Residential Multiple R-3 with a PUD overlay and for the purpose of this application, are considered as one parcel. Both parcels are currently undeveloped vacant properties. The combined property is surrounded by a mix of land uses and is adjacent to the HCA Putnam Florida Hospital immediately to the south-east as well as other medical related uses; the combined parcels also abut existing residential communities and commercial uses.

The applicant intends to develop the combined parcels as a Planned Unit Development with up to 248 townhome dwelling units at a maximum density of eight (8) units per gross acre. The applicant has obtained approval from Putnam County for the vacation of McLaury Drive right of way that runs within the parcel. The City of Palatka did not raise any objection to the vacation of ROW, since adequate easements will grant proper access to two adjoining properties.

Figure 1: A satellite ariel view of the proposed PUD parcel.



II. Analysis

The purposed Planned Unit Development is to develop large tracts of land as planned neighborhoods or communities while allowing flexible site plan concepts aimed at obtaining an efficient use of land and infrastructure, ultimately resulting in lower housing costs.

The proposed development consists of 248 townhomes at gross density of 8 units per acre.

Section 94-233 of the Zoning Code set forth the development standards which must be applied to any PUD application:

a.- Unity: A parcel which is proposed for a planned unit development shall be in single ownership or control.

The firm Forestar Real Estate Group is under contracts for purchase of the two parcels, owned by Roberts Land & Timber Company and 6201 St. Johns Avenue Land Trust respectably and has proper authorization to represent and apply for the current PUD. The documents submitted must be to the satisfaction of the City Attorney. The application would then be in compliance with this standard.

b.- Maximum density: The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

The underlying zoning district designated to both parcels is Multifamily-residential District R-3 which allows a maximum density of 18 dwelling units per acre therefore, the maximum density for the property is 558 dwelling units based on the R-3 zoning district. The proposed residential development consists of 248 dwelling units on 31 acres yielding a gross density of 8 units per acre which is below the maximum allowed and therefore, the application is in compliance.

c.- Access: Every dwelling unit or other permitted use in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

The site plan submitted depicts each dwelling unit fronting proposed private internal roads interconnected to the main access of the development along Saint Johns Avenue. The application is in compliance with this requirement.

d.- Internal lots and frontage: Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

The applicant states that the proposed development will follow the development standards as proposed in the PUD written description and as such will be in compliance.

e.-Open space requirements: There shall be no minimum open space requirement for planned unit development; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with particular reference to the preservation of natural features indigenous to the site. For purpose of this section, neither waters of the Dt. Johns River or land or waters bodies located off-site shall be included in determining open space.

The applicant states that the proposed development will provide open space as generally depicted on the PUD site plan. The applicant has submitted an landscaping plan indicating the open space to be provided and the number of trees to be planted and preserved on site. This standard is in compliance.

f.- Underground utilities: Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenances to these systems which require aboveground installation must be effectively screened, and thereby may be excepted from this requirement. Primary facilities providing services to the site of the planned unit development may be excepted.

The applicant states that the proposed PUD will meet this requirement by either appropriately screening any new above ground utilities or installing underground utilities. However, this requirement mandates that underground utilities shall be installed underground and doesn't indicate an option, but it allows appurtenances to the underground systems, if any, to be overground provided they are effectively screened. Not in compliance.

g.- Off-street parking requirements: Off-street parking requirement for uses withing a planned unit development shall be as provided in article V of this chapter.

The applicant states that the proposed PUD will provide off-street parking as required in article V of this chapter. The submitted site plan does not clearly depicts parking spaces nor indication of the number of spaces provided. The applicant will have submitted a revised site indicating the minimum 496 parking spaces required and their location in accordance with Section 94-269 of the Code. The site plan must also include required loading spaces. Not in compliance.

h.- Minimum living area for dwelling units: 500 square feet

The applicant states that the proposed development will meet the minimum living area. The site plan submitted does not depicts the area of the townhome units. Not in compliance.

III. Unified control

Section 94-234 of the Code requires that the entire development site be under the legal control of the applicant. It also requires that the legal counsel representing the applicant provide opinion stating that developer has the right to impose all covenants and conditions upon the land. All documents and evidence of unified control submitted must be examined by the city attorney who must certify that the documents meet the requirements of this section.

IV. Other consideration

The City of Palatka has embarked on a sound effort to upgrade its decaying infrastructure, mainly in the water and sewer infrastructure. This effort is on-going and will continue into the near future. More specifically, in the area of this PUD, significant upgrades to the main central lift station located at Moody Rd. and the one located at the Winn-Dixie site. These upgrades along with other projects will ensure that there is sufficient capacity to serve this and future development in the area.

V. Staff recommendation

The application is generally consistent with the standards for approval of a planned unit development. However, there are still missing items needed to effectuate a complete assessment of the application. Therefore, staff recommends APPROVAL SUBJECT TO THE FOLLOWING CONDITIONS:

1. The site plan shall depict location of any, and all underground utilities systems appurtenances that will be overground and how they will be properly screened.
2. Applicant must submit legal opinion by attorney representing the applicant as to the right of the applicant to establish covenants and restrictions on the land;
3. The applicant will enter into a Development Agreement with the City;
4. Building permits for the development will not be issued until on-going upgrades to the lift stations at Moody Rd. and the Winn-Dixie are completed and there is sufficient sewer capacity to serve the development.

ORDINANCE 2024-15

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA,
ESTABLISHING THE PROVISIONS OF A PLANNED UNIT
DEVELOPMENT OVERLAY WITH RESPECT TO THE
FOLLOWING PARCELS OF LAND: 10-10-26-0000-0130-0010
LOCATED AT ON MCLAURY DRIVE, AND 10-10-26-0000-0200-
0060 LOCATED AT 6201 SAINT JOHNS AVENUE, PALATKA,
FLORIDA; PROVIDING FOR SCRIVENERS ERRORS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, application has been made to the City of Palatka Planning Department on behalf of the following owners of a property located on McLaury Drive and 6201 St. Johns Avenue (City of Palatka) for approval of a Planned Unit Development in the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on November 12, 2024, and two public hearings before the City Commission of the City of Palatka on December 12, 2024 and January 9, 2025; and

WHEREAS, the City Commission of the City of Palatka has determined that said Planned Unit Development should be approved.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1: The McLaury Cove Townhome Community Planned Unit Development is hereby approved the hereinafter described properties:

Parcel No. 10-10-26-0000-0130-0010;

Parcel No. 10-10-26-0000-0200-0060

DESCRIPTION OF PROPERTIES:

A part of the NE ¼ of the NE ¼ of the NW ¼ of Section 10, Township 10 South, Range 26 East, more particularly described as follows: Beginning at the intersection of the Southerly Right of Way of Saint Johns Avenue with Easterly line of the said NE ¼ of the NE ¼ of the NW ¼; thence run Southerly along said East line a distance of 630 feet; thence run Westerly parallel with the Southerly Right of Way line of St. Johns Avenue for a distance of 350 feet to the Point of Beginning and to close.

The Easterly 350.0 feet (as measured along the North line) of the North ¾ of the NE ¼ of the NW ¼ of Section 10, Township 10 South, Range 26 East, Excepting therefrom lands described in Official Records Book 495, Page 1277, that part of Tract Number 2 of lands described in Official Records Book 350, Page 1819, and lands described in Official Records Book 764, Page 179, of the Public Records of Putnam County, Florida. Subject the Right of Way of the Seaboard Coast Line Railroad (formerly Atlantic Coast Line Railroad) over and across the Northerly line thereof.

Section 2: The owner and successor(s) development plans must generally comply with the site plan (Exhibit 1) and with the conditions of approval set forth in Exhibit 2.

Section 3: Unified control. The common area of these properties shall be under the legal control of the owner and successor(s) whether that entity be an individual, partnership or corporation, or group of individuals, partnerships or corporations. The owner and successor(s) on an ongoing basis shall present firm evidence of unified control of the common area within the planned unit development, together with a certificate of apparent ownership of the common area and its encumbrance.

Section 4: Agreement binding upon owner and successors. The owner and his successors shall be bound in title to any commitments of this ordinance. The owner or successor(s) shall on an annual basis between November 1 and December 31 provide a written certification that they will continue to meet all rules, standards, and site plan requirements of this ordinance. Repeated and documented failure to meet the intent of the ordinance shall trigger review by the Planning Board,

which may, with cause revoke the PUD approval, making the use nonconforming. If the owners sell individual buildings or units, the purchasers shall be bound by the agreement(s) by and between the original developer and the city of Palatka Florida

Section 5: Certificate of Occupancy. A final certificate of occupancy shall not be granted until all required improvements of the site plan within the applicable Phase(s) of the development are completed and inspected for compliance by the City or its agent.

Section 6: Concurrency. All Municipal Code shall be met before a building permit is issued concurrency requirements of the including wastewater lift station

Section 7: To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 8: Scrivener's Error. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener's errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 9: Effective Date. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 12th day of December, 2024.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 9th day of January, 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

McLAURY COVE TOWNHOMES

FOR

FORSTAR

ADKINSON ENGINEERING

6650 ST. AUGUSTINE ROAD, SUITE 203
JACKSONVILLE, FLORIDA 32217
PHONE (904) 881-4206
LICENSE NUMBER 28982

OVERALL GENERAL SITE PLAN

DATE: August 1, 2024
SCALE: AS SHOWN
SHEET: C-100

McLAURY COVE TOWNHOMES SITE DATA

LOT AREA	13.1 AC
NET AREA	13.1 AC
PERCENTAGE OF PAVEMENT	-
PERCENTAGE OF PLANTINGS	-
NET LAND IMPACTS	-
NET LAND CONSERVATION	-
PASSIVE OPEN SPACE	-
REC. PROPOSED	-

DEVELOPMENT STANDARDS

LOT AREA	13.1 AC
LOT COVERAGE BY BLOCK	100%
MINIMUM LOT FRONTAGE	100 FT
MINIMUM LOT DEPTH	100 FT
MINIMUM LOT SETBACKS	100 FT
MINIMUM LOT FRONT YARD	100 FT
MINIMUM LOT SIDE YARD	100 FT
MINIMUM LOT REAR YARD	100 FT
TOTAL LOTS	240
1 UNIT BLOCK	20
2 UNIT BLOCK	20
4 UNIT BLOCK	5

EXHIBIT 2

The City Commission approval is subject to the following conditions:

- 1.- The site plan submitted shall be amended to depict the location of any, and all underground utilities systems appurtenances that will be overground, and how these will be properly screened.
- 2.- The applicant must submit a legal opinion, by the attorney representing the applicant, as to the right of the applicant to establish covenants and restrictions on the land.
- 3.- The applicant shall enter into a Development Agreement with the City of Palatka covering all pertinent development items, including phasing and timing of development.
- 4.- Building permits for the development will not be issued until all on-going upgrades to the City's lift stations at Moody Road and at the Winn-Dixie are completed and there is sufficient capacity to serve the development.

ORDINANCE 2024-16 rezoning 110 South State Rd. 19 Rezone from General Commercial (C-1) to Intensive Commercial (C-2) Parcel No.:11-10-26-0000-0143-0020 Applicant: Pellicer Trust (first reading)

Address: 110 South State Rd. 19

Parcel No.: 11-10-26-0000-0143-0020

Applicant: Pellicer Trust

STAFF REPORT

DATE: December 12, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

This request is for the rezoning of 1.37-acre parcel on 110 S State Road 19. The request is to change the existing zoning from General Commercial (C-1) to Intensive Commercial (C-2). The future land use is designated Commercial (COM). The parcel is proposed to be developed with a drive up ATM kiosk for Bank of America. Per section 94-149(7) Bank and financial institutions with drive-in facilities are permitted in the C-2 zoning district and are not permitted in C-1.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

BACKGROUND

This request is for the rezoning of 1.37-acre parcel on 110 S State Road 19. The request is to change the existing zoning from General Commercial (C-1) to Intensive Commercial (C-2). The future land use is designated Commercial (COM). The parcel is proposed to be developed with a drive up ATM kiosk for Bank of America. Per section 94-149(7) Bank and financial institutions with drive-in facilities are permitted in the C-2 zoning district and are not permitted in C-1.

PROJECT ANALYSIS

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

1. *Whether the proposed change is in conformity with the Comprehensive Plan:*

Response: The subject property currently has a Commercial classification. The Future Land Use map for the City shows the property being adjacent to Putnam County Urban Service (US) zoning to the west and the City of Palatka Commercial

zoning (C-1) to the south. All of the surrounding properties are developed as commercial uses. The change from C-1 to C-2 zoning will not have an adverse impact on properties around it.

1. *The existing land use pattern.*

Response: The existing land use pattern in this area is commercial. The proposed zoning change will be in accord with other C-2 properties in the immediate vicinity.

1. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Response: The proposed zoning change will not be isolated, as there are adjacent commercial properties and C-2 uses to the north within the city of Palatka municipal limits.

1. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject parcel will have some traffic impact at the intersection of Saint Johns Avenue and S State Road 19.

1. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: The proposed rezoning will be in concert with the existing zoning district to the north, across Saint Johns Avenue, and to the east, across S State Road 19.

1. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: The Bank of America facility is approximately (3) three tenths of a mile (1600ft) south of the proposed site for the ATM/rezoning. With Bank of America closing its physical location, city residents would maintain access to this financial institution with the proposed ATM.

1. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: Additional traffic will be generated with the proposed zoning change on this parcel; there are no residential housing units in the immediate area.

1. *Whether the proposed change will create or excessively increase traffic congestion or otherwise*

affect public safety.

Response: Being that the site is on a corner lot, access to the proposed ATM could be on Saint Johns Avenue and/or S State Road 19. There are plans for a restaurant on the subject parcel and vehicular traffic for the restaurant will be interacting with ATM traffic.

1. *Whether the proposed change will create a drainage problem.*

Response: The applicant purports to utilize the current drainage system which presently channels water to existing storm drains on Saint Johns Avenue.

1. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: The location of the ATM kiosk would emit some light onto the site during night time. Lighting for the ATM facility would be in accord with Florida state statutes.

1. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The construction of new ATM facility should not have a negative impact on property values.

1. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed zoning exists on properties to the north and east. A dentist office is located on the adjacent parcel to the south. Rezoning the property for the purposes of an ATM should not be a deterrent to the improvement of adjacent properties.

1. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: As the proposed change is in accordance with standard Planning practice, in alignment with surrounding land uses and furthers the use of existing public infrastructure, there would be no special privilege to an individual nor a negative effect on the public welfare. All development is required to meet all federal, state and local codes, just as required of other developments.

1. *Whether there are substantial reasons why the property cannot be used in accord with existing*

zoning.

Response: Per section 94-149(7) Bank and financial institutions with drive-in facilities are permitted in the C-2 zoning district and are not permitted in C-1.

1. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is commercial in nature. Two banking institutions exist on two properties north (across Saint Johns Avenue) and C-2 zoning exists across S State Road 19 for two properties (Advance Auto Parts, and T-Mobile). The proposed use would not be out of scale with the neighborhood or with the city of Palatka.

1. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to utilize an existing and somewhat underutilized parking area for the restaurant.

1. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable

Staff Recommendation

1. Staff recommends the request to rezone from City of Palatka General Commercial (C-1) to City of Palatka Intensive Commercial (C-2) be **approved** for the above parcel.
2. Pass Ordinance on first reading.

ATTACHMENTS

1.	PB 24-21_Ordinance 2024-16 rezoning
2.	Ord 2024-16 OFFICIAL ZONING MAP AMENDED FROM GENERAL COMMERCIAL C-1 TO COMMERCIAL INTENSIVE C-2 110 S STATE ROAD 19, PARCEL NO 11-10-26-0000-0143-0020

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL., 32177

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM GENERAL COMMERCIAL (C-1) TO COMMERCIAL INTENSIVE (C-2) FOR THE FOLLOWING PROPERTY LOCATED AT 110 S STATE ROAD 19, PARCEL NO.: 11-10-26-0000-0143-0020, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the owner of said property: Heirs of Pauline Pellicer, 110 S State Road 19, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on November 12, 2024, and two public hearings before the City Commission of the City of Palatka on December 12, 2024, and January 9, 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

NOW THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka General Commercial (C-1) to City of Palatka Intensive, Commercial (C-2) classification.

DESCRIPTION OF PROPERTY PT OF NE1/4 OF NW1/4W OF SR, 19 OR355 P1031 OR386 P1506, OR400 P532 OR419 P968(EX, MCCBK15 P485)

Putnam County Property Appraiser's Parcel No.: 11-10-26-0000-0143-0020

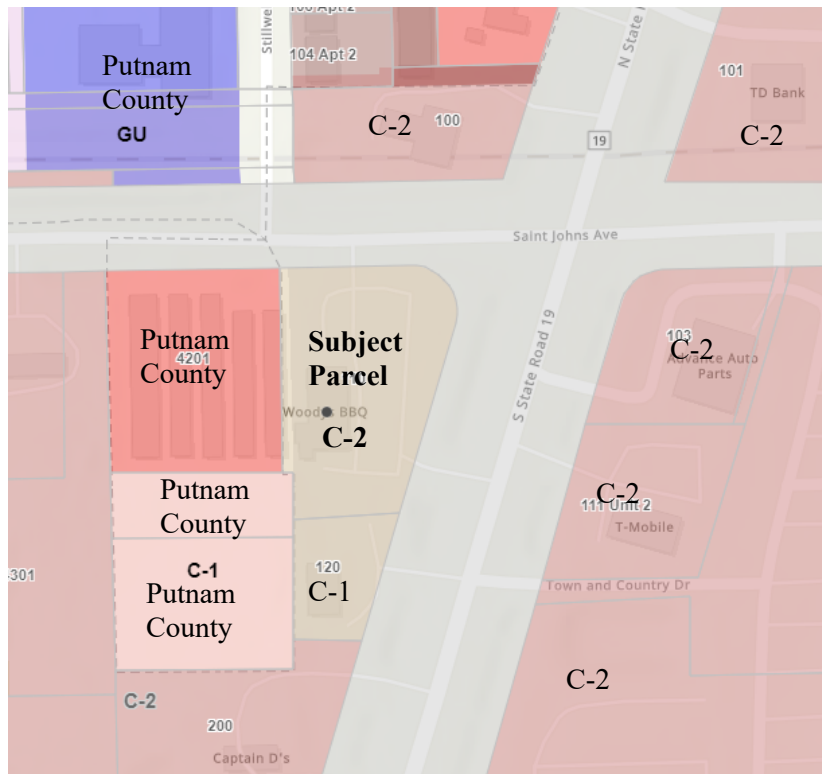


Figure 1: Zoning map.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission, however, the rezoning shall not become effective until the amendment to the City of Palatka Comprehensive Plan adopted by Ordinance 2024-16 becomes effective as provided therein.

Section 4. SCRIVENER’S ERROR. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 12th day of December 2024.-

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 9th day of January 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL, 32177

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM GENERAL COMMERCIAL (C-1) TO COMMERCIAL INTENSIVE (C-2) FOR THE FOLLOWING PROPERTY LOCATED AT 110 S STATE ROAD 19, PARCEL NO.: 11-10-26-0000-0143-0020, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

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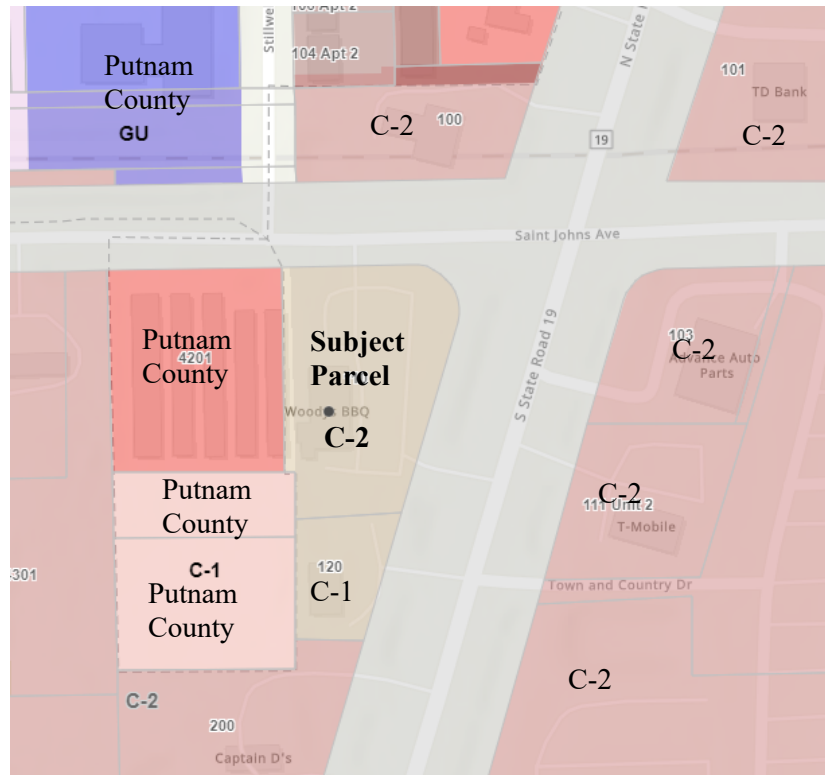


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CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney