
CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

May 17, 2021 at 6:00 PM

Venue: Columbia County School Board Administrative Complex Auditorium

AGENDA

Due to the COVID-19 social distancing requirements, the City of Lake City will meet at the Columbia County School Board Administrative Complex Auditorium located at 372 West Duval Street, Lake City, FL 32055. The meetings will also be available via communications media technology.

CMT instructions are located at the end of this Agenda.

Pledge of Allegiance

Invocation

Ladies and Gentlemen;

The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council.

Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.

Roll Call

Proclamations

- [1.](#) Building Safety Month

Open Second Public Hearing

- [2.](#) Corbett Alday, V.P. of Guardian CRM Inc. - Community Development Block Grant Program (CDBG) 2019 Economic Development (ED) Application Second Public Hearing PowerPoint (HAECO Hanger)

Close Public Hearing

Minutes - None**Approval of Agenda****Approval of Consent Agenda - None****Persons Wishing to Address Council**

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Old Business - None**New Business**Ordinances

- [3.](#) City Council Ordinance No. 2021-2184 - (first reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-03, relating to voluntary annexation, making findings, annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter Farms) - Voluntary Annexation

Resolutions

- [4.](#) City Council Resolution No. 2021-066 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Cares Act Subrecipient Agreement between Columbia County and City of Lake City, Florida; a sub award of \$913,710.00 for certain expenses incurred due to the COVID-19 Public Health Emergency; and providing an effective date.
- [5.](#) City Council Resolution No. 2021-072 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Agreement with the Federal Aviation Administration's Aeronautical Services Group to provide digital notices to airmen; providing for the execution of a letter of agreement with the air traffic control tower manager to provide digital notices to airmen; providing for severability; and providing an effective date.

Note: This was presented at the Airport Advisory Committee Meeting on 5/13/2021.

- [6.](#) City Council Resolution No. 2021-073 - A resolution of the City Council authorizing the execution and renewal of a cooperative service agreement with the CDS Family & Behavioral Health Services, Inc.; providing for coordination, referral, and effective service delivery of counseling, case management and prevention services to clients and their families; and providing for an effective date.
- [7.](#) City Council Resolution No. 2021-074 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the First Amendment to the Memorandum of Agreement between Suwannee River Water Management District and the City of Lake City; providing for an extension to the contract end date; and providing for an effective date.
- [8.](#) City Council Resolution No. 2021-075 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Careersource Florida Crown; providing for the implementation of a program titled "Summer Youth Employment Program: to include training and employment opportunities with the city between June 14, 2021 and August 2, 2021; and providing for an effective date.
- [9.](#) City Council Resolution No. 2021-076 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Anderson Columbia Co., Inc., related to the annual supply of asphalt; providing for the award of an annual asphalt supply contract; providing for the execution of the annual asphalt supply contract; and providing an effective date.
- [10.](#) City Council Resolution No. 2021-077 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.
- [11.](#) City Council Resolution No. 2021-078 - A resolution of the City Council of the City of Lake City, Florida, authorizing an application to the Florida Department of Economic Opportunity for approval of the Lake City Community Development Block Grant; providing for fire suppression improvements of hangars three and five at the Lake City Gateway Airport; providing for the execution of an interlocal agreement with Columbia County, Florida, for the administration and construction of the fire suppression improvement; and providing an effective date.

Other Items

12. Discussion and Possible Action - CMT Meetings and Location (Joseph Helfenberger)

Comments by Council Members

Adjournment

Zoom CMT Information

Place: Due to the COVID-19 social distancing requirements, the City of Lake City will also hold this meeting via communications media technology.

Members of the public may attend the meetings **online** at:
<https://us02web.zoom.us/j/85143910809> or

Telephonic by toll number (no cost to the city), audio only at: 1-346-248-7799

Meeting ID: 851 4391 0809#

Then it will ask for Participant id, just press #.

Telephonic by toll-free number (cost per minute, billed to the city, zero cost to the caller), audio only at: 1-888-788-0099

Meeting ID: 851 4391 0809#

Then it will ask for Participant id, just press #.

Public Participation

The public may participate at the appropriate time via: (i) video conference by utilizing the software chat function or raise hand function to request to speak; or (2) telephonically by dialing *9 to raise hand. The Chair will allow for sufficient time for all participants to be heard.

Those attendees wishing to share a document must email the item to **submissions@lcfla.com** no later than noon on the day of the meeting.

Instructions for meeting attendance and participation are also available at www.lcfla.com under the calendar entry for the corresponding City Council Regular Session Meeting.

To receive a copy of the agenda packet with supporting documentation, please contact the City Clerk's Office at **clerk@lcfla.com** or **386-719-5826**.

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS: *Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the **City Manager's Office at (386) 719-5768**.*

File Attachments for Item:

1. Building Safety Month

Proclamation

BUILDING SAFETY MONTH

MAY 2021

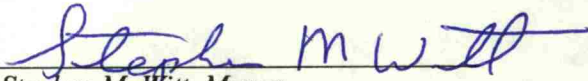
- WHEREAS,** *the City of Lake City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and*
- WHEREAS,** *our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians-building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry-who work year-round to ensure the safe construction of buildings; and*
- WHEREAS,** *these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, play; and*
- WHEREAS,** *our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes, which are the most widely adopted building safety and fire prevention codes in the world; and*
- WHEREAS,** *these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA- commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested; and*
- WHEREAS,** *Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety-our local code officials-who assure us of safe, efficient and livable buildings that are essential to America's prosperity; and*
- WHEREAS,** *"Safer Buildings, Safer Communities, Safer World," the theme for Building Safety Month 2021, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2021 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses; and*
- WHEREAS,** *each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, do hereby proclaim the month of May 2021 as Building Safety Month. Accordingly, I encourage our membership to join with their communities in participation in Building Safety Month activities.



Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this 17th day of May 2021.

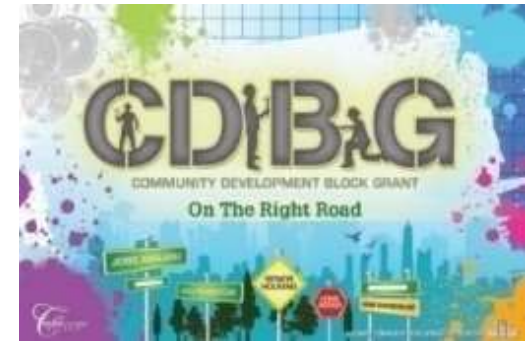

Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

2. Corbett Alday, V.P. of Guardian CRM Inc. - Community Development Block Grant Program (CDBG) 2019 Economic Development (ED) Application Second Public Hearing PowerPoint (HAECO Hanger)

**Lake City
Community Development Block Grant
Program (CDBG)
2019 Economic Development (ED) Application**

Second Public Hearing
May 17th , 2021



Lake City 2019 CDBG-ED Project Process to Date

1. First Public Hearing – March 1, 2021 - City Council authorizes development of application
2. Fair Housing training – March 1, 2021
3. Coordination with the prospective Grant Business Partner and view the project site – ongoing
4. Second Public Hearing – May 17th, 2021 - review the specific project, draft application, allow public input and approve resolution to apply thereafter



Lake City 2019 CDBG-ED Scope of Work

- **Lake City is proposing to apply for \$1,500,000 in CDBG ED funds**
- **Fire Suppression for Airport Hangar 5 to accommodate expansion and job creation by HAECO**
- **The facility is located at US Highway 90 West Lake City Florida at the Lake City Gateway Airport**
- **A minimum of 43 full time equivalent jobs are being pledged by Commercial Center**
- **At least 51% of all jobs created will be made available to persons of low-to-moderate income pre-employment**





Lake City 2019 ED CDBG Project Location

Lake City
2019 CDBG-
ED
Conceptual
Layout

Suwannee River Water Management District
Effective Flood Information Report



LOCATION

Date: 6-10-2020
Parcel: 01-4S-17-07466-002
County: COLUMBIA
STR: S002 T04 R17
Columbia Flood Hazard Areas Status
2/4/2009

FLOOD INFORMATION

Special Flood Hazard Area?
(SFHA): Yes
Flood Zone(s): A
Floodway: No
1% Annual Chance
Flood Elev (BFE): Not Applicable
10% Annual Chance
Flood Elev: Not Applicable
50% Annual Chance
Flood Elev: Not Applicable
Note: Elevations are based on NAVD88
FIRM Panel(s): 12023C0315C

Flood Hazard Description
Page 2

SFHA - AE w/Floodway

SFHA - Zones AE, AH, AO

12 H3 - Zone AE

SFHA - Zone A

0.2% (shaded X)

Wetlands

FIRM Panel

State Lands

County

SRWMD

Parcels

Depressions

BFE

Cross Sections

H3 Hangar 3

H5 Hangar 5

The Federal Emergency Management Agency (FEMA) maintains information about map features, such as street locations and names, in or near designated flood hazard areas. The information herein represents the best available data as of the effective date shown. The applicable Flood Insurance Study and a Digital Flood Insurance Rate Map is available online (<http://www.srwmdfloodreport.com>). To obtain more detailed information in areas where Base Flood Elevations (BFEs) and/or floodways have been determined, users are encouraged to also consult the FEMA Map Service Center at 1-800-358-9616 (<http://www.msc.fema.gov>) for information on available products associated with this FIRM panel. Available products from the Map Service Center may include previously issued Letters of Map Change. Requests to revise flood information in or near designated flood hazard areas may be provided to FEMA during the community review period on preliminary maps, or through the Letter of Map Change process for effective maps.

Proposed Lake City 2019 ED CDBG Budget \$1,500,000

ECONOMIC DEVELOPMENT ACTIVITIES	<u>CDBG Budget</u>	<u>LMI %</u>	<u>Other Funds</u>	<u>Leverage</u>	<u>Totals</u>
CDBG Admin	\$120,000	n/a	\$0	\$0	\$120,000
Engineering	\$160,000	n/a	\$0	\$0	\$160,000
Fire Suppression Improvements H3	\$1,220,000	n/a	\$0	\$0	\$1,220,000
TOTAL CDBG PROJECT	\$1,500,000	51%	\$0	\$0	\$1,500,000

Lake City 2019 CDBG-ED Project Timeline

- Cycle is open for 2019 ED CDBG funds until expended
- Application goal – May 31, 2021
- July 2021 - Estimated Site Visit
- September 2021 - Estimated Award
- September 2022 – Estimated Release of Funds
- Strategy will include commencing HUD Environmental Review now to achieve release of funds early
- January 2023 - Estimated Bids for Construction



Lake City 2019 CDBG-ED 2nd PH Process

► PROCESS

- Open Public Hearing for public comment
- Close Public Hearing
- BOCC Discussion
- Action item –
Authorize
Signature
Resolution



File Attachments for Item:

3. City Council Ordinance No. 2021-2184 - (first reading) An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 20-03, relating to voluntary annexation, making findings, annexing certain real property located in Columbia County, Florida, which is reasonably compact, and contiguous to the boundaries of the City of Lake City, Florida, into the boundaries of the City of Lake City, Florida; providing severability; repealing all ordinances in conflict; and providing an effective date. (Hunter Farms) - Voluntary Annexation

ORDINANCE NO. 2021-2184

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, PURSUANT TO PETITION NO. ANX 20-03, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING CERTAIN REAL PROPERTY LOCATED IN COLUMBIA COUNTY, FLORIDA, WHICH IS REASONABLY COMPACT, AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, INTO THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the owner of certain real property more particularly described herein below, has petitioned that the same be voluntarily annexed and incorporated into the boundaries of the City of Lake City, Florida, hereinafter referred to as the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to a petition, ANX 20-03, by Hunter Farm Properties, LLC, the owner of real property, as described below and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, which real property is contiguous to the existing boundaries of the City and is reasonably compact, has petitioned the City to have said real property annexed into the City.

Parcel No. 03-4S-17-07593-000

A parcel of land lying in Section 3, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: The Southeast 1/4 of said Section 3.

Containing 154.00 acres, more or less.

LESS AND EXCEPT:

A parcel of land lying in Section 3, Township 4 South, Range 17 East, Columbia County, Florida. Being more particularly described, as follows: Commence at the intersection of the South line of said Section 3 and the West right-of-way line of County Road 245; thence North 1,120.00 feet, along the West right-of-way line of said County Road 245, for the Point of Beginning; thence West 350.00 feet; thence North 750.00 feet; thence East 350.00 feet to the West right-of-way line of said County Road 245; thence South 750.00 feet, along the West right-of-way line of said County Road 245, to the Point of Beginning.

Containing 6.03 acres, more or less.

All said lands containing 147.97 acres, more or less.

Section 2. The City Council of the City of Lake City, Florida, hereinafter referred to as the City Council, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Council finds that the real property, described in Section 1 above, presently is contiguous to the boundaries of the City that said real property meets the criteria established by Chapter 171, Florida Statutes, as amended, and that said real property should be annexed to the boundaries of the City.

Section 4. The real property, described in Section 1 above and depicted on Schedule A: Location Map, attached hereto and incorporated as part of this ordinance, is hereby annexed to the boundaries of the City, and said real property in every way is a part of the City.

Section 5. The boundaries of the City are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Annexation. The real property, described in Section 1 above, shall continue to be classified as follows:

RESIDENTIAL, VERY LOW DENSITY (1 dwelling unit per acre) under the land use classifications as designated on the Future Land Use Plan Map of the County Comprehensive Plan and classified as RURAL RESIDENTIAL, RURAL (RR) under the zoning districts as designated on the Official Zoning Atlas of the County Land Development Regulations until otherwise changed or amended by appropriate ordinance of the City.

Section 7. Effective January 1, 2022, all real property lying within the boundaries of the City, as hereby redefined, shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

Section 8. All persons who have been lawfully engaged in any occupation, business, trade or profession, within the area, described in Section 1 above, upon the effective date of this ordinance under a valid license or permit issued by the County and all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City, as herein defined, upon securing a valid occupational license from the City, which shall be issued upon payment of the appropriate fee, without the necessity of taking or passing any additional examination or test which otherwise is required relating to the qualification of such occupations, businesses, trades or professions.

Section 9. The City Clerk is hereby directed to file, within seven (7) days of the effective date of this ordinance, a certified copy of this ordinance with the following:

- a) Florida Department of State, Tallahassee, Florida;
- b) Florida Office of Economic and Demographic Research, Tallahassee, Florida;
- c) Clerk of the Circuit Court of the County;
- d) Chief Administrative Officer of the County;
- e) Property Appraiser of the County;
- f) Tax Collector of the County; and
- g) All public utilities authorized to conduct business within the City.

Section 10. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 11. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 12. Effective Date. This ordinance shall become effective upon adoption.

PASSED UPON FIRST READING on the 17th day of May 2021.

PASSED AND DULY ADOPTED UPON SECOND AND FINAL READING, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2021.

Attest:

CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA

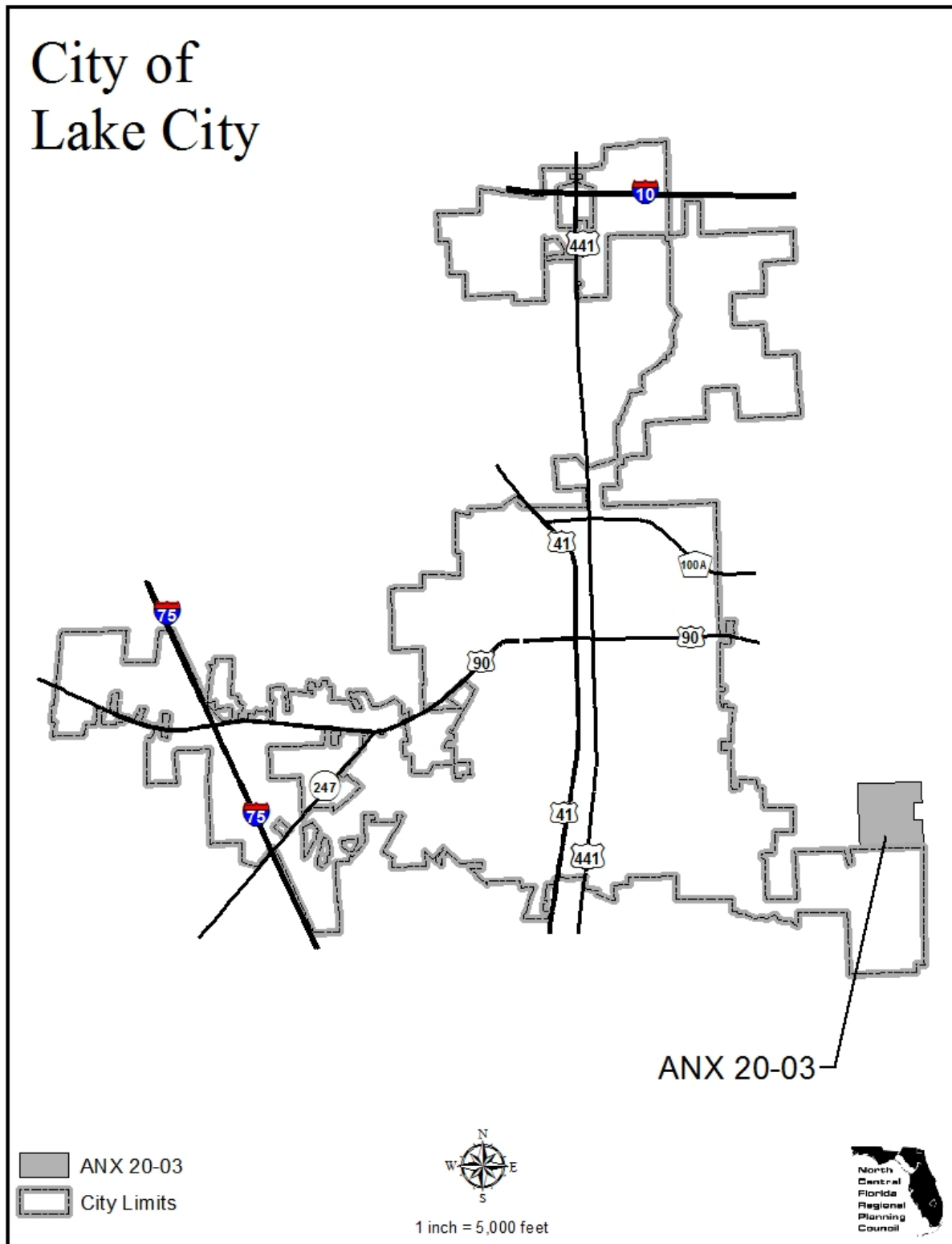
Audrey Sikes, City Clerk

Stephen M. Witt, Mayor

APPROVED AS TO FORM AND LEGALITY:

Fred Koberlein Jr., City Attorney

Schedule A: Location Map



File Attachments for Item:

4. City Council Resolution No. 2021-066 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the Cares Act Subrecipient Agreement between Columbia County and City of Lake City, Florida; a sub award of \$913,710.00 for certain expenses incurred due to the COVID-19 Public Health Emergency; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE CARES ACT SUBRECIPIENT AGREEMENT BETWEEN COLUMBIA COUNTY AND CITY OF LAKE CITY, FLORIDA; A SUBAWARD OF \$913,710.00 FOR CERTAIN EXPENSES INCURRED DUE TO THE COVID-19 PUBLIC HEALTH EMERGENCY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Federal Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES”) was signed into law on March 27, 2020, by the President of the United States; and

WHEREAS, on June 17, 2020, Columbia County, Florida (hereinafter the “County”) and the State of Florida Division of Emergency Management (hereinafter “FDEM”) entered into FDEM CARES Act Funding Agreement No. Y2290 (hereinafter “Agreement”) providing Coronavirus Relief Funds to the County either directly or on a reimbursement basis; and

WHEREAS, pursuant to Agreement the County may provide for the subaward of funds to eligible subrecipients, including the City of Lake City, Florida (hereinafter the “City”); and

WHEREAS, the City desires to enter into an agreement with the County as a subrecipient of Agreement; and

WHEREAS, the City Council finds that it is in the City’s best interest to enter into the *Cares Act Subrecipient Agreement Between Columbia County and City of Lake City, Florida* (hereinafter the “Subrecipient Agreement”) pursuant to the terms and conditions of said Subrecipient Agreement, a copy of which is

attached hereto as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

Section 1. The above recitals are true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City Council hereby approves the Subrecipient Agreement with Columbia County, Florida and authorizes the Mayor to execute the Subrecipient Agreement on behalf of the City.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**CARES ACT SUBRECIPIENT AGREEMENT BETWEEN COLUMBIA COUNTY AND
CITY OF LAKE CITY, FLORIDA**

1. Subrecipient name (which must match the registered name in DUNS): City of Lake City
2. Subrecipient's DUNS number (see 2 C.F.R. § 200.32 "Data Universal Numbering System (DUNS) number"): 020983110
3. Federal Award Identification Number (FAIN): SLT0050
4. Federal Award Date (see 2 C.F.R. § 200.39 "Federal award date"): on or about April 17, 2020
5. Subaward Period of Performance:

Effective Date: Date Agreement is Fully Executed
Termination Date: July 31, 2021
6. Amount of Federal Funds Obligated by this action: \$913,710
7. Total Amount of Federal Funds Obligated to the Subrecipient: \$913,710
8. Total Amount of the Federal Award Subject to this Agreement: see above
9. Federal award project description: Coronavirus Aid, Relief, and Economic Security Act (CARES Act) must be used for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) between March 1, 2020, to December 30, 2020.
10. Name of Federal awarding agency, pass-through entity and contact information for awarding official:

Federal Awarding Agency – United States Department of the Treasury
Pass Through Entity – The State of Florida, Division of Emergency Management
Pass Through Entity – Columbia County
Contact Information for Awarding Official of Pass-Through Entity:

David Kraus, County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055
11. CFDA Number and Name: Note: funding is considered "Other Financial Assistance".
12. Identification of whether the award is for research and development (R&D): No

13. Indirect cost rate for the Federal award (including whether the de minimis rate is charged per 2 C.F.R. § 200.414 “Indirect (F&A) costs”): N/A

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CARES ACT SUBRECIPIENT AGREEMENT BETWEEN COLUMBIA COUNTY AND CITY OF LAKE CITY, FLORIDA

THIS CARES ACT SUBRECIPIENT AGREEMENT (hereinafter referred to as “Agreement”) is entered into by and between **COLUMBIA COUNTY**, a political subdivision of the State of Florida, whose primary address is 135 NE Hernando Avenue, Lake City, Florida 32055 (hereinafter referred to as the “County”), and **the CITY OF LAKE CITY, FLORIDA**, a Florida Municipal Corporation, whose principal address is 205 North Marion Avenue, Lake City, Florida 323055 (hereinafter referred to as “Subrecipient”), to provide for a grant award to Grantee made available through CARES Act Funding Agreement No. Y2290 between the County and the State of Florida Division of Emergency Management (hereinafter referred to as “FDEM”). Collectively, the County and the Subrecipient shall be referred to as “Parties” or individually as a “Party.”

WHEREAS, the Coronavirus Disease 2019 (“COVID-19”) is an infectious acute respiratory illness capable of spreading rapidly among humans and capable of causing severe illness and death; and

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a pandemic; and

WHEREAS, on or about March 27, 2020, the President of the United States signed into law the *Coronavirus Aid, Relief, and Economic Security Act*, Public Law 116-136, (hereinafter referred to as the “CARES Act”) to facilitate the provision of federal assistance and relief in response to the COVID-19 pandemic; and

WHEREAS, Title V of the CARES ACT established the “Coronavirus Relief Fund” and appropriated \$150 billion in such fund for Fiscal Year 2020 to provide direct assistance to state, tribal, territorial, and local governments to fund certain necessary and allowable expenses incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, utilizing a population-based formula described in the CARES Act, the State of Florida was allocated \$8.328 billion, of which amount 55% (\$4.58 billion) was reserved for the state and 45% (\$3.747 billion) was reserved for direct payments to eligible local government jurisdictions that exceed 500,000 in population; and

WHEREAS, on June 10, 2020, the Governor of the State of Florida announced that the State would disburse up to \$1.275 billion in Coronavirus Relief Funds to counties with a population below 500,000 using a phased approach through FDEM; and

WHEREAS, on or about June 24, 2020, the County and FDEM entered into FDEM CARES Act Funding Agreement No. Y2290 providing Coronavirus Relief Funds to the County either directly or on a reimbursement basis and pursuant to which the County may provide for the sub-award of such funds to eligible subrecipients, including Subrecipient; and

WHEREAS, the County anticipates entering into one or more future amendments and/or agreements with FDEM providing for the remainder of the County's Coronavirus Relief Fund allocation to be provided to the County on a reimbursement basis; and

WHEREAS, the purpose of this Agreement is to provide for a sub-award of financial assistance obtained by County under FDEM CARES Act Funding Agreement No. Y2290 to Subrecipient on a reimbursement basis to assist Subrecipient with funding such necessary expenses incurred due to the COVID-19 public health emergency as are described in this Agreement and the attachments hereto, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the County and the Subrecipient do hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and are hereby incorporated herein by reference and made a part of this Agreement.

SECTION 2. GENERAL.

In performing under this Agreement, the Subrecipient does hereby agree to fully comply with the terms and conditions set forth in this Agreement and all attachments and exhibits hereto, FDEM CARES Act Funding Agreement No. Y2290 attached hereto as **Attachment A**, and all future amendments and/or agreements entered into between the County and FDEM governing distribution of the remaining 75% of the County's Coronavirus Relief Fund allocation (collectively, such agreements shall hereinafter be referred to as the "FDEM Agreements") (hereinafter the "FDEM Agreement"), Title V of the CARES Act and all implementing rules, regulations, and guidance related to same, and all other applicable federal, state, and local laws, rules, regulations, and guidance.

SECTION 3. TERM.

A. This Agreement shall begin upon execution by both Parties (the "Effective Date") and shall remain in effect until July 31, 2021 (the "Termination Date") unless terminated earlier in accordance with Section 8 hereof, except that the provisions contained within Sections 6, 7, 9, 10, 12, and 24 shall survive the termination of this Agreement.

B. As further described in Section 4 hereof, the Subrecipient shall be eligible for reimbursement of necessary expenditures incurred due to the COVID-19 public health emergency from the period commencing March 1, 2020, through December 30, 2020, unless such term is extended by the County in its sole discretion and notice of same is provided to the Subrecipient (the "Covered Period").

C. All references to days herein shall refer to calendar days unless otherwise indicated.

SECTION 4. ELIGIBLE COSTS; COST REIMBURSEMENT; SUPPORTING DOCUMENTATION.

A. Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$913,710 under this Agreement to assist Grantee with necessary expenditures incurred due to the COVID-19 public health emergency. Supporting documentation substantiating such expenditures is attached hereto as Attachment "B." Grantee hereby certifies and affirms that such expenditures:

1. were necessary expenditures incurred due to the public health emergency with respect to the COVID-19;

2. were not accounted for in the Grantee's budget most recently approved as of March 27, 2020;

3. were incurred between March 1 and December 30, 2020, unless the term of the FDEM is extended, in which case the County in its sole discretion may extend this date beyond December 30, 2020 upon provision of notice to the Subrecipient; and

4. are otherwise in accordance with the terms and conditions of this Agreement, the FDEM Agreement, Title V of the CARES Act, and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all of the above-required conditions shall be ineligible for reimbursement under this Agreement.

B. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). All costs shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County.

C. Accounting. Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All Payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement.

D. Duplication of Benefit. Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient or any individual or entity that is a beneficiary of such projects and/or activities from other Non-Title V CARES Act programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.),

private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any individual, or entity providing for the payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. In the event that the Subrecipient recovers costs incurred under this Agreement and reimbursed by the County from another source, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.

SECTION 5. PAYMENTS TO SUBRECIPIENT SUBJECT TO AVAILABILITY OF FUNDS.

The County's performance and obligation to pay Subrecipient under this Agreement is expressly contingent upon the County's actual receipt of applicable funding from FDEM.

SECTION 6. REPORTING REQUIREMENTS.

A. Funding Accountability and Transparency Act. Because of the federal funds awarded under this Agreement, the County must comply with the Federal Funding Accountability and Transparency Act of 2006 ("FFATA"). FFATA requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010, are subject to FFATA. The Subrecipient agrees assist the County in providing the information necessary, over the life of this Agreement, for the County to comply with its reporting obligations under FFATA.

B. Nonconsumable and/or nonexpendable personal property or equipment that costs \$1,000 or more purchased by Subrecipient is subject to the requirements set forth in Chapter 274, F.S., Chapter 69I-73, F.A.C., and 2 C.F.R. Part 200 (for equipment in excess of \$5,000), as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

SECTION 7. INDEMNIFICATION.

To the fullest extent permitted by law, Subrecipient shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees, contractors, and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without

limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom) arising out of or resulting from this Agreement. It is specifically agreed by and between the Parties that, in accordance with section 768.28 Florida Statutes, neither Party waives any defense of sovereign immunity.

SECTION 8. DEFAULT; TERMINATION; FORCE MAJEURE.

A. Termination for Cause.

1. **By County.** The County may terminate this Agreement for cause at any time if any covenant, warranty, or representation made by Subrecipient in this Agreement, the SEP, or in any application materials for funding submitted to the County in connection with this Agreement shall at any time be false or misleading in any respect, or in the event of the failure of the Subrecipient to comply with the terms and conditions of this Agreement. Prior to termination, the County shall provide fifteen (15) days written notice of its intent to terminate and shall provide the Subrecipient an opportunity to consult with the County regarding the reason(s) for termination.

2. **By Subrecipient.** Subrecipient may terminate this Agreement for cause at any time if the County fails to fulfill any of its responsibilities or obligations under this Agreement. Prior to termination, Subrecipient shall provide fifteen (15) days written notice of its intent to terminate setting forth the reasons for such termination, and shall provide the County an opportunity to consult with the Subrecipient regarding the reasons for termination.

B. **Termination for Convenience.** This Agreement may be terminated for convenience by either Party upon providing the non-terminating Party with twenty (20) days written notice.

C. **Termination due to Unavailability of Funds.** In the event the FDEM Agreements are terminated by FDEM or the funding contemplated under the FDEM Agreements is either reduced or eliminated for any reason, this Agreement may be terminated by the County immediately upon providing written notice to the Subrecipient.

D. **Force Majeure.** If a force majeure event occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Subrecipient shall promptly notify the County in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Subrecipient's intended timetable for implementation of such measures. If the County agrees that the delay or anticipated delay was caused, or will be caused by a force majeure, the County may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement by both parties. Such agreement shall be evidenced by an Amendment to the Agreement in accordance with Section 22 hereof. For purposes of this Agreement, "force majeure event" shall be defined as shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Subrecipient, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Subrecipient and/or the County, provided that for purposes of this Agreement, COVID-19 and all events and occurrences related

to same shall not be considered a force majeure event. Failure to perform by the Subrecipient's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

E. Effect of Termination. Costs incurred by the Subrecipient after termination of this Agreement shall not be reimbursable unless expressly authorized by the County prior to the effective date of termination.

SECTION 9. REMEDIES; FINANCIAL CONSEQUENCES.

A. In the event that a task, deliverable, or activity to be performed under this Agreement is deemed unsatisfactory by the County, the Subrecipient shall re-perform same, at no additional cost to the County, within twenty (20) days of being notified of the unsatisfactory task, deliverable, or activity, or within such other timeframe as is specified in writing by the County. If such task, deliverable, or activity is not satisfactorily performed within the specified timeframe, the County may, in its sole discretion, terminate this Agreement for cause in accordance with Section 8 hereof.

B. If the Subrecipient materially fails to comply with the terms and conditions of this Agreement, including any federal or state statutes, rules, policies, or regulations, applicable to this Agreement, the County may, in its sole discretion, take one or more of the following actions:

1. Temporarily withhold cash payments to the Subrecipient pending correction of the deficiency by the Subrecipient or more severe enforcement action by the County or FDEM.
2. Disallow (i.e. deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 or other applicable federal regulations (or recommend such a proceeding be initiated by FDEM or the Department of the Treasury).
5. Withhold future requests for reimbursement to Subrecipient under any other Agreement between the Parties providing for the subaward of funds from the Coronavirus Relief Fund.
6. Demand a refund, either in whole or in part, of the funds provided to the Subrecipient under this Agreement for non-compliance with the material terms of this Agreement. The Subrecipient, upon such written notification from the County shall refund, and shall forthwith pay to the County, the amount of money demanded by the County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the County by the Subrecipient to the date repayment is made by the Subrecipient to the County.
7. Take any other remedy that may be available to the County at law or equity.

8. Costs of the Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of the Agreement are not allowable unless the County expressly authorizes them in the notice of suspension or termination. Other Subrecipient costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if the following apply:

a. The costs result from obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are non-cancellable; and

b. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

C. CARES Act-Specific Remedies for Noncompliance. In addition to the remedies available in the paragraphs above, the Subrecipient is subject to any CARES Act-specific remedies for noncompliance outlined in the CARES Act and any implementing laws, rules, regulations, and guidance.

D. State and Federal Clawbacks. In the event FDEM, Department of the Treasury, or such other state or federal entity having jurisdiction at any time demands the return of funds paid to Subrecipient pursuant to this Agreement following a state or federal audit or otherwise for any reason, including but not limited to situations where costs paid with such funds were determined to be ineligible or unallowable, Subrecipient shall be solely liable for any such amounts and shall return the full amount of the funds in question to the County promptly upon demand. If Subrecipient fails to comply with its obligation to return funds pursuant to this paragraph, the County may withhold future requests for reimbursement to Subrecipient under this Agreement or any other Agreement between the Parties or pursue any other remedy described in paragraph (B) above or available at law or in equity.

E. The Parties acknowledge and agree that the remedies provided in this Section 9 are separate and apart from the indemnification provisions set forth in Section 7 hereof and that sovereign immunity shall not be a defense to any of the contractual obligations imposed on the Parties in this Section.

SECTION 10. AUDITS; MONITORING.

A. In the event that the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R. Part 200. An audit of the Subrecipient conducted by the Auditor General in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

B. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. In the event that the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of FDEM, the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).

C. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the County's imposition of remedies as provided in Section 8 hereof.

D. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County and/or FDEM; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County and/or FDEM. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County and/or FDEM to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or FDEM.

SECTION 11. SUBCONTRACTS; PROCUREMENT; SUBAWARDS.

A. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state and federal law.

B. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to the any conditions or limitations imposed by applicable state and federal law and Section 20 hereof concerning debarred/suspended contractors. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Subrecipient that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Subrecipient shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

C. Subcontractor Determinations and Monitoring. In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted to the County upon request.

D. Affirmative Action. The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Florida. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

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;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises;

5. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of the Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (1) through (5).

7. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.

8. The requirement outlined in subparagraphs (1) through (5) above does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

9. The requirements described in subparagraphs (1) through (5) above outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

10. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

E. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

1. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient 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 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 Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, 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 Subrecipient 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 Subrecipient's legal duty to furnish information.

4. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Subrecipient 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 Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government 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 Subrecipient shall include 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 sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

F. Sub-Awards. The Subrecipient may not enter into subaward agreements to provide for the distribution of funds under this Agreement to sub-sub recipients.

G. Prompt Payment Act. As described in Sections 4 and 5 hereof, Subrecipient agrees and acknowledges that payments made under this Agreement are from federal funds and contingent upon prior approval as to the allowability and eligibility of the costs for which payment is requested by both the County and FDEM. Where applicable, Subrecipient is encouraged to include appropriate provisions regarding its obligations under chapter 218, Part VII, the Local Government Prompt Payment Act, stating that payment to subcontractors is contingent on receipt of federal funds or federal approval.

H. Scrutinized Companies. Subrecipient agrees to observe the requirements of Section 287.135, F.S., for applicable subcontracts and subawards entered into under this Agreement.

SECTION 12. CLOSEOUT.

A. The County will close out this Agreement when it determines that Subrecipient has fully performed under the Agreement, including submission of all required supporting documentation to substantiate Subrecipient's costs. The closeout of this Agreement does not affect any of the following:

1. The right of the County or FDEM to disallow costs and recover funds on the basis of a later audit or other review;
2. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
3. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

B. Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) days after the Termination Date.

SECTION 13. LOBBYING PROHIBITION; CONFLICTS OF INTEREST.

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

A. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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.

B. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

C. Pursuant to 2 C.F.R. §200.450 and 2 C.F.R. §200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

D. 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

E. Hatch Act. In accordance with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

SECTION 14. COMPLIANCE WITH LAWS.

The Subrecipient shall comply with all applicable federal, state and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations rules, policies, and executive orders described in **Attachments D-1, D-2, and D-3** hereto. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.

SECTION 15. NOTICE.

All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified in Section 16. This Section shall not preclude routine communication by the Parties by other means.

SECTION 16. CONTACTS.

All notices required or permitted under this Agreement shall be directed to the following contact persons:

County

David Kraus, County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055

Subrecipient

Lake City, City Manager
205 N Marion Ave, Lake City, FL 32055

Either Party may change the above-described contact information by giving notice of such change to the other party Pursuant to Section 15 hereof.

SECTION 17. REAL PROPERTY; EQUIPMENT.

A. If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by FDEM and/or the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

B. Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to CARES Act guidance issued by FDEM and/or the Department of the Treasury.

SECTION 18. UNAUTHORIZED EMPLOYMENT.

The employment of unauthorized aliens by any Subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

SECTION 19. NON-DISCRIMINATION.

A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in **Attachment D-2, Federal Non-Discrimination Provisions.**

B. An entity or affiliate who has been placed on the State of Florida's discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website, https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists.

SECTION 20. DEBARMENT/SUSPENSION.

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

SECTION 21. PHYSICAL ACCESS AND INSPECTION.

As applicable, County and FDEM agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed under this Agreement.

SECTION 22. AMENDMENTS.

All Amendments are subject to the mutual agreement of both Parties as evidenced in writing.

SECTION 23. PERMITS.

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

SECTION 24. RECORDS; ACCESS TO RECORDS AND PERSONNEL.

A. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.

B. Subrecipient shall comply with the Florida Public Records Law, codified at Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.

C. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S.

D. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (386) 758-1326, BY EMAIL AT JCREWS@COLUMBIACOUNTYFLA.COM, OR AT THE MAILING ADDRESS BELOW.

P. O. Box 1529, Lake City, Florida 32055

E. The Subrecipient acknowledges and agrees that the County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is subcontracted, the Subrecipient shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

F. The County, FDEM, the U.S. Department of Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.

G. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.

H. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 25. MISCELLANEOUS.

A. Assignment. No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, may be made unless in writing and signed by both Parties.

B. Execution in Counterparts. This Agreement, and any Amendments or Change Orders thereto, may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by email delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose

behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

C. Interpretation: Severability. This Agreement shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.


D. Entire Agreement: Joint Preparation. This Agreement represents the entire agreement of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein. The Parties represent and agree that they have jointly negotiated this Agreement and have had the opportunity to consult with and be represented by their own competent counsel. This Agreement is therefore deemed to have been jointly prepared by the Parties and no part hereof shall be construed more severely against one of the Parties than the other.

E. Venue. Venue for any litigation arising from this Agreement shall be in Columbia County, Florida.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed, the day and year last written below.

**COLUMBIA COUNTY,
FLORIDA**

By: _____




Rocky D. Ford, Chairman
Print Name and Title

Date: _____

4/1/21

Attest: _____

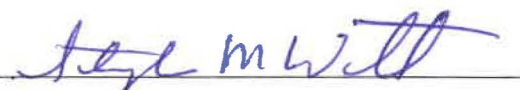
By: _____


James M. Switzer - Clerk

Print Name and Title

CITY OF LAKE CITY, FLORIDA

By: _____


Stephen M. Witt / Mayor

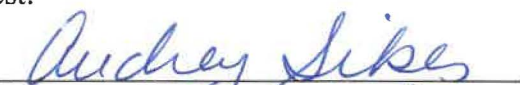
Print Name and Title

Date: _____

4/12/2021

Attest: _____

By: _____


Audrey Sikes / City Clerk

Print Name and Title

ATTACHMENT A
FDEM AGREEMENT

[TO COME]

ATTACHMENT B
SUPPORTING DOCUMENTATION

ATTACHMENT C

SUPPORTING DOCUMENTATION REQUIREMENTS

Supporting documentation must be provided for each amount for which reimbursement is being claimed. Each piece of documentation should clearly reflect the dates on which the service and/or goods were provided and show that actual payment was made for same (i.e. via cancelled checks or comparable means). Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.).

Listed below are examples of the types of documentation representing the minimum requirements for various categories of costs:

1. Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

2. Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

3. Travel: Reimbursement for travel expenses must be in accordance with Section 112.061, Florida Statutes, and include sufficient documentation as to expenses for which reimbursement is sought and also the purpose of the travel.

4. Other direct costs: Reimbursement will be made based on paid invoices/receipts.

5. Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

6. Contractual Services (Subcontractors): Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Subrecipient. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the Project. All multipliers used (i.e., fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the County determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Subrecipient shall be required to reimburse such funds to the County within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

ATTACHMENT D-1

FEDERAL PROVISIONS APPLICABLE TO SUBRECIPIENT

The projects, programs, and activities to be funded under this Agreement are fully or partially funded by Federal grants and therefore, the Subrecipient and its contractors will be required to comply with the following provisions:

1. **Drug Free Workplace Requirements:** All Subrecipients and contractors entering into Federal funded contracts over the simplified acquisition threshold (as defined at 41 U.S.C. § 134) must comply with the Drug Free Workplace Act of 1988 (41 U.S.C. 8102), which requires the Subrecipient to take certain actions to provide a drug-free workplace.

2. **Davis-Bacon Act:** If applicable, the Subrecipient agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its contractors performing work under this Agreement to adhere to same. The Subrecipient and its contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Subrecipient and its contractors are required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The Subrecipient shall must report all suspected or reported violations of the Davis-Bacon Act to the County.

3. **Copeland Anti Kick Back Act:** Subrecipient and its contractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Subrecipient and its contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made under this Agreement to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts, which shall read as follows:

Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of the County and/or the applicable state or federal entity) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352):** Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certification. 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 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 must 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 non-Federal award. The contractor shall certify compliance.

7. **501(c)(4) Entities.** The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. § 1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant. Subrecipient shall ensure that its contractors and sub-awardees comply with this requirement.

8. **Federal Changes:** Subrecipient shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly

or by reference, as they may be amended or promulgated from time to time during the term of the contract.

9. **Safeguarding Personal Identifiable Information:** Subrecipient and its contractors and subawardees will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

10. **Energy Policy and Conservation Act (43 U.S.C. §6201):** Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

11. **Right to Inventions Under Federal Grants.** If applicable, Subrecipient shall comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ATTACHMENT D-2

FEDERAL NON-DISCRIMINATION PROVISIONS

In performing under this Agreement, Subrecipient and its contractors shall comply with the following federally mandated non-discrimination requirements, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.)
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.)
3. Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101 et seq.)
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)
5. Revised ADA Standards for Accessible Design for Construction Awards
 - a. Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285)
 - b. Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286)
6. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.)
7. Parts II and III of EO 11246, "Equal Employment Opportunity," (30 FR 12319, 1965), as amended by EO 11375 (32 FR 14303, 1967)
8. EO 12086 "Consolidation of contract compliance functions for equal employment opportunity" (43 FR 46501, 1978), requiring federally assisted construction contracts to include the non-discrimination provisions of §§ 202 and 203 of EO 11246 "Equal Employment Opportunity" (41 C.F.R. § 60-1.4(b), 1991)
9. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency"
10. Pilot Program for Enhancement of Employee Whistleblower Protections. The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712)

ATTACHMENT D-3

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Subrecipient and its contractors shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)
2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds
6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)
7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.
8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
10. Executive Order 13112 (“Invasive Species”)
11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)
13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
15. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)

18. Rivers and Harbors Act (33 U.S.C. § 407)

19. Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 (“Coral Reef Protection”)

20. Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22. Pursuant to 2 CFR §200.322, Subrecipient and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ATTACHMENT E
CERTIFICATION REGARDING USE OF FUNDS

I, _____, in my capacity as Chief Executive for the Subrecipient, hereby certify and affirm that the funds to be provided to Subrecipient under this Agreement, whether directly or on a reimbursement basis, shall only be used to cover those costs that:

(1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);

(2) were not accounted for in the budget most recently approved as of the date of enactment of this section for the Subrecipient; and

(3) were incurred during the period that that begins on March 1, 2020, and ends on December 30, 2020, or such earlier date as may be provided in the Agreement.

SUBRECIPIENT

By: _____

Print Name and Title

Date: _____

Attest:

By: _____

Print Name and Title

File Attachments for Item:

5. City Council Resolution No. 2021-072 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a Memorandum of Agreement with the Federal Aviation Administration's Aeronautical Services Group to provide digital notices to airmen; providing for the execution of a letter of agreement with the air traffic control tower manager to provide digital notices to airmen; providing for severability; and providing an effective date.

Note: This was presented at the Airport Advisory Committee Meeting on 5/13/2021.

CITY COUNCIL RESOLUTION NO. 2021-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION'S AERONAUTICAL SERVICES GROUP TO PROVIDE DIGITAL NOTICES TO AIRMEN; PROVIDING FOR THE EXECUTION OF A LETTER OF AGREEMENT WITH THE AIR TRAFFIC CONTROL TOWER MANAGER TO PROVIDE DIGITAL NOTICES TO AIRMEN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City"), desires to improve the quality and timeliness of important flight information by deploying a new direct-entry digital Notice to Airmen (hereinafter "NOTAM") system for airport operators called the NOTAM Manager System; and

WHEREAS, the City, by and through its Lake City Gateway Airport (hereinafter the "Airport") and the Aeronautical Services Group of the Federal Aviation Administration (hereinafter the "FAA") desires to enter into a Memorandum of Agreement on NOTAM Manager System under the authority of 49 U.S.C. 106(l) and (m); and

WHEREAS, the City Council finds that it is in the City's best interest to enter into an agreement with the FAA for the aforementioned system pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *Memorandum of Agreement on NOTAM Manager System Between Aeronautical Services (AJM-336) of the Federal Aviation Administration (FAA) and the Gateway Airport* (hereinafter the Agreement) attached hereto as "Exhibit A"; and

WHEREAS, the FAA has instructed the Airport manager to have executed a *Letter of Agreement*, a copy of which is attached hereto as "Exhibit B", with the Air Traffic Control Tower Manager to facilitate the NOTAM Manager System; and

WHEREAS, the City Council finds that it is in the City's best interest to execute the *Letter of Agreement* with the Air Traffic Control Tower Manager to facilitate the NOTAM Manager System.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The Mayor and Airport Manager are hereby authorized to execute the Agreement with the FAA and the Letter of Agreement with the Air Traffic Control Tower Manager.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement and Letter of Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor and Airport Manager are authorized and directed to execute and deliver the Agreement and Letter of Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Airport Manager and the respective parties shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

[Remainder of this page intentionally left blank.]

Section 5. This resolution shall take effect immediately upon its adoption and shall remain in effect until duly amended by the City Council.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

MEMORANDUM OF AGREEMENT on NOTAM Manager System BETWEEN
Aeronautical Services (AJM-336) of the
Federal Aviation Administration (FAA)
AND
the Lake City Gateway Airport

ARTICLE 1. PARTIES

The parties to this Agreement are the Aeronautical Services group of the Federal Aviation Administration (FAA) and the Lake City Gateway Airport, referred to as Airport hereafter.

ARTICLE 2. SCOPE**a. Purpose:**

The purpose of this Agreement between the FAA and Airport is to improve the quality and timeliness of important flight information by deploying a new direct-entry digital Notice to Airmen (NOTAM) system for airport operators called the NOTAM Manager System.

b. Specific goals and objectives to be accomplished:

Airport direct-entry NOTAMs will be limited to the following airport surface area NOTAMs (the "D" NOTAMs) including the keywords: aerodrome/service, runway, taxiway, apron/ramp and obstruction, unless specifically expanded by a modification of this agreement.

The objectives of this project include:

- 1) The FAA will provide a web-based service, NOTAM Manager System, which allows the airport operator to submit airport surface area NOTAMs directly into the Federal NOTAM System (FNS) rather than going through Flight Service;
- 2) The airport operator will provide the FAA with feedback on the suitability of the NOTAM Manager System and suggestions on how to improve the system including input to the FAA's human factors consultants.
- 3) If applicable, the FAA will deactivate all ENII accounts 60 days after the activation of NOTAM Manager System at the Airport.

c. Management of the project:

The management of this project will be done by the FAA's Aeronautical Services Team (AJM-336)

d. Roles and responsibilities:

Parties are bound by a duty of good faith and best effort in achieving the goals and objectives in Article 2 of this Agreement.

Airport will use its best efforts to protect password information to permit use of the FAA's NOTAM Manager System, and Airport will provide password information only on a need-to-know basis.

The FAA will use its best efforts to ensure the NOTAM Manager System operates at optimal performance level as designed.

e. Contributions of the Parties:

The FAA will provide:

- 1) a password function to the NOTAM Manager System which allows access to it by the airport operators;
- 2) the initial training of its personnel on how to use the system and a user manual;
- 3) a NOTAM subject matter expert (SME) during the initial phase of deployment to assist the airport personnel (direct-assist) with the new Airport NOTAM Manager System;
- 4) a point of contact person, (Customer Support Group), to respond to any questions which arise after deployment;
- 5) telephonic technical support to assist Airport during the term of this agreement; and
- 6) a completed Safety Risk Management Document on the NOTAM Manager System.

Airport will provide:

- 1) the personnel and web-accessible computers, Internet access, and any related and required equipment to allow operation of the NOTAM Manager System;
- 2) feedback on how the system is operating and how it might be improved;
- 3) the continuing ability to return to the existing legacy NOTAM system if the NOTAM Manager System is not operating as required to maintain the safety of the airport.

4) at least one airport training POC to receive a formal live or virtual training session prior to activation, provided by a designated FAA representative, on the NOTAM Manager System.

ARTICLE 3. EFFECTIVE DATE

The effective date of this Agreement is from the date of deployment of NOTAM Manager at the airport.

ARTICLE 4. REPORTING REQUIREMENTS

Airport shall report any suggestions on improvement of the NOTAM Manager System to the FAA through their Point of Contact and assist the FAA's human factors personnel with their research on improvements to the NOTAM Manager System.

ARTICLE 5. INTELLECTUAL PROPERTY

a. Rights in Data

The Government retains Government Purpose Rights in all data developed under this agreement. Airport agrees not to reverse-engineer any of the software, forms, or databases, including those accessible through the password-protected system described above, but shall use its access only for the purposes set out herein.

"Data" means recorded information, regardless of form or method of recording, which includes but is not limited to, technical data, computer software, trade secrets, and mask works. The term does not include financial, administrative, cost, pricing or management information.

"Government Purpose Rights" means the rights to –

(1) Use, modify, reproduce, release, perform, display, or disclose data within the government without restriction; and,

(2) Release or disclose technical data outside the government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for government purposes.

"Government Purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive acquisition by or on behalf of the government, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose data for commercial purposes or authorize others to do so.

ARTICLE 6. LEGAL AUTHORITY

This Agreement is entered into under the authority of 49 U.S.C. 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE 7. POINTS OF CONTACT

FAA Program Office

Kevin T. Le, Manager, Aeronautical Services, AJM-336

Airport Party

Florence Straugh, Airport Manager, Lake City Gateway Airport

ARTICLE 8. FUNDING AND PAYMENT

There will be no exchange of moneys since each party shall bear their own costs to implement this project and meet the goals and objectives of it as outlined above.

ARTICLE 9. APPROVAL OF SUBCONTRACTORS

There shall be no airport subcontractors involved on this project.

ARTICLE 10. CHANGES, MODIFICATIONS

Changes and/or modifications to this Agreement shall be in writing and signed by Manager, Aeronautical Services and Airport Management. The modification shall cite the subject Agreement, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

ARTICLE 11. TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time, with or without cause, and without incurring any liability or obligation to the terminated party (other than the performance of obligations accrued on or prior to the termination date) by giving the other party at least thirty (30) days prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations.

Either party may terminate this agreement immediately if either party determines that the safety of the airport is affected and return immediately to the existing NOTAM entry process currently in use prior to the initial deployment of the NOTAM Manager System.

ARTICLE 12. CONSTRUCTION OF THE AGREEMENT

This Agreement is an "other transaction" issued under 49 U.S.C 106 (l) and (m) is not a procurement contract, grant or cooperative agreement. Nothing in this Agreement shall be construed as incorporating by reference or implication any provision of Federal acquisition law or regulation.

Each party acknowledges that all parties hereto participated equally in the negotiation and drafting of this Agreement and any amendments thereto, and that, accordingly, this Agreement shall not be construed more stringently against one party than against the other.

ARTICLE 13. DISPUTES

Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by Aeronautical Services management of the FAA.

ARTICLE 14. WARRANTIES

The FAA makes no express or implied warranties as to any matter arising under this agreement, or as to the ownership, merchantability, or fitness for a particular purpose of any property, including any equipment, device, or software that may be provided under this Agreement.

ARTICLE 15. LIABILITY

The FAA assumes no liability under this Agreement for any losses arising out of any action or inaction by airport, its employees, or contractors, or any third party acting on its behalf. Each party agrees to be responsible for injury, death or property damage arising out of or in connection with its own acts or omissions under this Agreement, however, neither party waives its rights to sovereign immunity.

ARTICLE 16. PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

AGREED:

Federal Aviation Administration

By: _____ **Date:** _____

Kevin T. Le, Manager, Aeronautical Services, AJM-336

AIRPORT

By: _____ **Date:** _____

Stephen M. Witt, Mayor

EXHIBIT B

(LAKE CITY GATEWAY AIRPORT) AIR TRAFFIC CONTROL TOWER
(LAKE CITY, FLORIDA) AIRPORT AUTHORITY

LETTER OF AGREEMENT

Effective date: _____

SUBJECT: Notification Process by the Airport for Surface Area NOTAMs

- 1. PURPOSE.** This agreement identifies responsibility for coordination of the affected Air Traffic Control Tower (ATC) facility of Surface Area Notices to Airmen (NOTAMs) created by the Airport.
- 2. CANCELLATION.** This agreement does not cancel any other agreements related to NOTAMs and the Airport and ATC.
- 3. SCOPE.** The procedures outlined are to be used to enable the Airport to issue surface NOTAMs via the Federal Aviation Administration (FAA) Federal NOTAM System (FNS) NOTAM Manager and the coordination process between (*Lake City Gateway Airport*) and the (*ATCT*).
- 4. COORDINATION.** The Airport will notify the *ATCT* by phone or radio (*amend method(s) as needed*) when Surface Area NOTAMs are issued or cancelled when the Tower is in operation.
- 5. FAILURE OF NOTAM Manager.** If there is a failure of NOTAM Manager, the Airport will alert their appropriate IFR control facility of the failure and revert to notifying Flight Services. The Airport will continue to coordinate with the appropriate controlling IFR Facility for all surface NOTAMs listed in this agreement, regardless of the NOTAM system used. The Airport will alert the appropriate IFR control facility when NOTAM Manager Operation is restored.

Air Traffic Manager, (Name) ATC Tower)

Airport Manager, (Lake City Gateway) Airport
(Lake City, Florida)

File Attachments for Item:

6. City Council Resolution No. 2021-073 - A resolution of the City Council authorizing the execution and renewal of a cooperative service agreement with the CDS Family & Behavioral Health Services, Inc.; providing for coordination, referral, and effective service delivery of counseling, case management and prevention services to clients and their families; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-073

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE EXECUTION AND RENEWAL OF A COOPERATIVE SERVICE AGREEMENT WITH THE CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC.; PROVIDING FOR COORDINATION, REFERRAL, AND EFFECTIVE SERVICE DELIVERY OF COUNSELING, CASE MANAGEMENT AND PREVENTION SERVICES TO CLIENTS AND THEIR FAMILIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the “City”) by and through its Lake City, Police Department (hereinafter the “Police Department”) finds the need to work toward the coordination, referral, and effective service delivery of counseling, case management and prevention services to individuals and their families; and

WHEREAS, the City, Police Department, and CDS Family & Behavioral Health Services, Inc. (Interface Youth Program and Family Action Program and/or Prevention Program) (hereinafter “CDS”) recognize a need to utilize services delivered by each organization for the benefit and welfare of clients and their families, to assure that services are available to clients of CDS, and families; and

WHEREAS, the City, Police Department, and CDS recognize a need to exchange client-related information with appropriate authorization in order to assure timely delivery of quality services to the client and family; and

WHEREAS, the City, Police Department, and CDS have found benefits from working together in the past and desire to continue the working relationship; and

WHEREAS, the City, Police Department and CDS desire to enter into a *Cooperative Services Agreement*, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (hereinafter the “Service Agreement”) to assist clients and their families.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City, and its Police Department, is hereby authorized to enter into the Service Agreement with CDS.

Section 3. The Mayor is authorized to execute the Service Agreement for and on behalf of the City and the Police Department.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



Lake City Police Department

Intra-Departmental Correspondence Form



21-I-038

To: Joe Helfenberger, City Manager
From: Chief Argatha Gilmore *AG*
Subject: Renewal of CDS Family & Behavioral Health Services Agreement
Date: April 29, 2021

Attached is the renewal agreement received from CDS this date. I am also attaching a copy of the current agreement and resolution 2019-068 which expire 6-30-21. There are no changes to the Agreement's wording, other than the effective and expiration dates.

I would like to request this be put on the Council's agenda after Mr. Koberlein's review. If you have any questions, please let me know.

Cc: Administrative File

COOPERATIVE SERVICE AGREEMENT

Whereas, the Lake City Police Department and CDS FAMILY & BEHAVIORAL HEALTH SERVICES, INC. (Interface Youth Program and Family Action Program and/or Prevention Programs) do hereby agree to work toward the coordination, referral, and effective service delivery of counseling, case management and/or prevention services to clients and their families; and

Whereas, the above organizations recognize a need to utilize services delivered by both organizations for the benefit and welfare of clients and their families, to assure that services are available to clients and families; and

Whereas, the above organizations recognize a need to exchange client-related information with appropriate authorization in order to ensure timely delivery of quality services to the client and family; and

Now, therefore, the Lake City Police Department and CDS Family & Behavioral Health Services, Inc. (Interface Youth Program and Family Action Program and/or Prevention Programs) do mutually enter into a Cooperative Service Agreement to assist clients and their families.

This agreement shall take effect on July 1, 2021 and expire on June 30, 2023.

Signature of Organization Representative


Signature of CDS Inc. Representative

Title

Chief Operations Officer
Title

Date

April 29, 2021
Date

File Attachments for Item:

7. City Council Resolution No. 2021-074 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of the First Amendment to the Memorandum of Agreement between Suwannee River Water Management District and the City of Lake City; providing for an extension to the contract end date; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-074

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN SUWANNEE RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF LAKE CITY; PROVIDING FOR AN EXTENSION TO THE CONTRACT END DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 10, 2019, the City of Lake City, Florida (hereinafter the “City”) and the Suwannee River Water Management District (hereinafter “SRWMD”), entered into a *Memorandum of Agreement for a Cost-Share Agreement for the Gwen Lake Project* (hereinafter the “Agreement”) pursuant to City Council Resolution No. 2019-077; and

WHEREAS, the City administration and SRWMD have determined that an amendment to the Agreement that affords an extension of the contract to a new expiration date of June 28, 2021, is necessary; and

WHEREAS, the City Council finds it to be in the best interests of the City to amend the Agreement by executing the First Amendment *Memorandum of Agreement Between Suwannee River Water Management District and The City of Lake City* (hereinafter the “First Amendment “), a copy of which is attached hereto as “Exhibit A”.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are adopted and hereby incorporated by reference.

Section 2. The City is hereby authorized to execute and enter into the First Amendment to the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the First Amendment as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Amendment in the

FLK/aj
5/6/21

name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and SRWMD shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council on this _____ day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
AND
THE CITY OF LAKE CITY

THIS AMENDMENT is entered upon final execution date by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the City of Lake City, a political subdivision of the State of Florida, whose address is 205 N Marion Street, Lake City, Florida, 32055 (hereinafter the "COOPERATOR").

WITNESSETH:

WHEREAS, on July 10, 2019, DISTRICT and COOPERATOR entered into Memorandum of Agreement 18/19-202 for a Cost-Share Agreement for the Gwen Lake Project, (hereinafter the "AGREEMENT"), and

WHEREAS, on May 29, 2020, said contract was extended by letter to expire on February 28, 2021; and

WHEREAS, on April 14, 2021 the COOPERATOR notified the DISTRICT in a letter dated April 14, 2021 that they had experienced delays in obtaining bids and materials and requested a 120-day extension from February 28, 2021 and

WHEREAS, DISTRICT and COOPERATOR now desire to amend said contract to extend the contract end date to June 28, 2021.

NOW THEREFORE, in consideration of the terms and conditions set forth herein DISTRICT and COOPERATOR do covenant and agree as follows:

The AGREEMENT is hereby amended, altered, and changed as follows:

EXHIBIT C paragraph 3. shall be replaced by the following.

3. All installations and/or retrofits and requests for reimbursements are to be completed no later than June 28, 2021.

In all other aspects the AGREEMENT shall remain the same and is hereby ratified by the parties.

(The remainder of the page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT, as of the day and year first specified above.

EXECUTED by the COOPERATOR on _____, 2021.

By _____

Print Name _____

As Its _____

EXECUTED by the DISTRICT on _____, 2021.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By _____

Hugh Thomas

As Its Executive Director

File Attachments for Item:

8. City Council Resolution No. 2021-075 - A resolution of the City Council of the City of Lake City, Florida, authorizing the execution of a contract with Careersource Florida Crown; providing for the implementation of a program titled "Summer Youth Employment Program: to include training and employment opportunities with the city between June 14, 2021 and August 2, 2021; and providing for an effective date.

CITY COUNCIL RESOLUTION NO. 2021-075

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF A CONTRACT WITH CAREERSOURCE FLORIDA CROWN; PROVIDING FOR THE IMPLEMENTATION OF A PROGRAM TITLED “SUMMER YOUTH EMPLOYMENT PROGRAM” TO INCLUDE TRAINING AND EMPLOYMENT OPPORTUNITIES WITH THE CITY BETWEEN JUNE 14, 2021 AND AUGUST 2, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida, (hereinafter the “City”) by and through its Lake City, Police Department (hereinafter the “Police Department”) agrees to enter into an agreement with CareerSource Florida Crown (hereinafter “CSFC”); and

WHEREAS, the City, Police Department, and CSFC will provide employment assistance through a program titled “Summer Youth Employment Program”; and

WHEREAS, the City, Police Department, and CDS desire to provide training and employment opportunities to the youth of the surrounding communities that will benefit the communities; and

WHEREAS, the City, Police Department, and CDS have found benefits from working together in the past and desire to continue the working relationship; and

WHEREAS, the City, Police Department and CDS desire to enter into the *Lake City Summer Youth Employment Program Agreement Between CareerSource Florida Crown and the City of Lake City and Columbia County*, a copy of which is attached hereto as “Exhibit A” and made a part of this resolution (hereinafter the “Summer Youth Employment Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized, for and on behalf of its Police Department, to enter into the Summer Youth Employment Agreement with CSFC.

Section 3. The Mayor is authorized to execute the Summer Youth Employment Agreement for, and on behalf of, the City.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**LAKE CITY SUMMER YOUTH EMPLOYMENT PROGRAM AGREEMENT
BETWEEN CAREERSOURCE FLORIDA CROWN AND THE CITY OF LAKE CITY
AND COLUMBIA COUNTY**

This **AGREEMENT** is entered into between CareerSource Florida Crown (**hereinafter referred to as "CSFC"**), located at 1389 US Highway 90 West, Suite 170-B, Lake City, Florida 32055
and

City of Lake City (hereinafter referred to as CLC) located at 205 N. Marion Ave, Lake City, FL 32055

and

Columbia County, (hereinafter referred to as CC) located at 135 N.E. Hernando Ave, Lake City, FL 32055.

1. TERMS and CONDITIONS:

CSFC, CLC and CC will provide employment assistance under the Summer Youth Employment Program as follows:

- A. All participants designated for the Summer Youth Employment Program (SYEP) must meet eligibility requirements per the CSFC. CSFC in conjunction with LCPD will establish and certify eligibility of all participants prior to their enrollment in the program.
- B. The Summer Youth Employment Program consists of one (1) week of mandatory soft skills training, unpaid. Once the soft skills training is complete, the participant will have the opportunity to complete up to six (6) weeks of paid work experience.
- C. The rate of compensation for the Summer Youth Program is \$9.00 per hour for 32 hours per week maximum. Each participant will receive a 1099 at the end of year in order to file taxes as no taxes will be deducted.
- D. All participants will be employed by CSFC.
- E. Workman's comp for all participants in the SYEP will be covered by the state of Florida.
- F. Funds from CSFC in conjunction with the City of Lake City and Columbia County will be used to compensate participants in the Summer Youth Employment Program.
- G. CSFC cannot pay overtime.
- H. The CSFC will not negotiate a contract with an Employer who is involved in a labor dispute, has employees in active layoff status, or is in violation of Davis-Bacon Labor practices.

- I. No contract will be negotiated, or Trainee placed, with an employer that discriminates in its training or hiring practices because of race, color, sex, national origin, religion, physical or mental disability, political beliefs or affiliations, age, or because of their participation in Federal Grant Programs.
- J. CSFC will not negotiate a contract if the implementation of that contract would displace any current employee or infringe upon the promotional opportunities of any current employee.
- K. CSFC will not negotiate a contract with an Employer that has relocated from another area in the United States within the last one hundred twenty (120) days, if, by relocating, any employees experienced a layoff.
- L. CSFC will evaluate the progress and quality of training on a continuous basis.
- M. CSFC will provide a Job Coach/Developer who will be working with the participant to ensure they are meeting the requirements of the position.
- N. The CLC, CC, and CSFC will work with the Job coach/Developer to determine job duties and skills training.
- O. Contracts through the Summer Youth Program may NOT be made with businesses and agencies that can directly benefit from services and are represented on the CSFC Board of Directors.
- P. Once approved, CSFC will provide a contract and prepare four (4) originals for signature (CSFC, LCPD, and the CLC, CC).
- Q. Participants will provide completed weekly timesheets to CSFC for processing of payments.
- R. Employer agrees to forward all training documentation relating to the training to CSFC.
- S. Once training is complete, the Participant will be required to complete a post-employment debriefing.

This *AGREEMENT* shall commence on June 14, 2021 or the date on which this *AGREEMENT* has been signed by all parties. This *AGREEMENT* shall terminate no later than August 2, 2021.

It is understood and agreed to by the Contractor that CSFC may use information regarding this *AGREEMENT* in its grant applications.

2. Termination:

a) Termination at Will:

This *AGREEMENT* may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery, to the individuals identified

b) Termination for Breach:

Unless EMPLOYER breach is waived by CSFC in writing, the CSFC may, upon written notice of breach to EMPLOYER, terminate this *AGREEMENT* upon no less than seventy-two (72) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver or breach of any provision of this *AGREEMENT* shall not be deemed to be waiver of any other breach and shall not be construed to be a modification of terms to the *AGREEMENT*

3. Notice of Contact:

The name, title and address of the representative for the CSFC:

Abraham Perry
CareerSource Florida Crown
1389 US Hwy. 90 West, Suite 170-B, Lake City, FL 32055
(386) 755-9026, ext. 3116

The name, title and address of the representative for EMPLOYER:

In the event that either party designates a different representative following the execution of this *AGREEMENT*, notice of the name, title and address of the new representative will be rendered in writing to the other party and said notification attached to the original copies of the *AGREEMENT*.

This *AGREEMENT* contains all the terms and conditions agreed upon by both parties.

IN WITNESS thereof, the parties hereto have caused this *AGREEMENT* to be executed by their undersigned agreed upon by both parties.

CareerSource Florida Crown

Robert Jones, Executive Director

Date

City of Lake City

Authorized Representative

Official Title

Date

Columbia County

Authorized Representative

Official Title

Date

MEETING DATE
5-17-21

CITY OF LAKE CITY

Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Summer Youth Employment Program 2021

DEPT / OFFICE: Lake City Police Department

Originator:

Chief Argatha Gilmore 

City Manager

Joe Helfenberger 

Department Director

Chief Argatha Gilmore

Date

5-11-21

Recommended Action: Approve Summer Youth Agreement for 2021 between CareerSource Florida Crown, City of Lake City, and Columbia County, and approve the utilization of \$25,000 from the CARES Fund Act for an employment collaboration.

Summary Explanation & Background:

In 2019, the Lake City Police Department approached CareerSource Florida Crown to develop a partnership that would offer a Summer Youth Employment Program. The employment program was designed to provide employment to youth ages 16-18, with an extension for 19 year-olds graduating that year.

The Lake City Police Department supports diversion programs. Therefore, this employment program will also be offered to youth who have committed misdemeanor crimes. There are several expected outcomes of the employment program:

1. Participants will receive income to assist with school supplies and family needs
2. Bridge the gap and foster positive relationships between law enforcement officers and the community
3. Participants will become productive and contributing members of the community

There are 17 employers who will be participating in 2021. There are approximately 40 students to fill positions with those employers.

Alternatives:

Limited summer youth employment opportunities between police and the community

Source of Funds: CARES Fund Act

Financial Impact: None

Exhibits Attached:

Summer Youth Agreement 2021

After Action Report/Summary 2019

List of employers and positions to be filled for 2021

Summer Youth Employment Program 2021 Summary

Promotional Flier for 2021



Argatha Gilmore
Chief of Police

LAKE CITY OFFICER
POLICE
DEPARTMENT



www.lcflapd.com



@LCFlaPD



Business / Organization	Job	
City – Growth Management	2	Dave Young
City – Water Plant	2	Mike Osborn
City – Customer Service	3	Katrina Medearis
City – Community Programs	1	Terri Phillips
City – Police Department	1	Chief Gilmore / CRC Ashley Wickline
StateFarm – Customer Service	1	Chelsea Flores
United Way- Data Entry Spec	2	Jen Anchors
North Star Family Resource Center	1	Philip.Mobley@pfsf.org or 352-538-2774.
Vann Carpet One	2	Matt 3446198 mattvann77@comcast.net
Zaxby's	3	
SnS Mowers	1	kevin@ssmowers.com
LCHS	2	Robbin (director)
LCHS Thrift	1	'ahogue@lakecityhumane.org'
North Fl Pharm	1	nflmain@yahoo.com
Florida Gateway College	1	Tony Cardenas anthony.cardenas@fgc.edu
Main St Printing	1	shane@mainstprint.com
Skips Deli	1	Brenda 752-1520 (works 230-4p)
Columbia County Schools	1	Rachel Umstead 755-8003
Holiday Inn	1	Rob Butler 754-1411
StarTech	1	Tyler Lankford 386-466-1969

RECEIVED

MAY 10 2021 *SV*

OFFICE OF THE CHIEF



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An Equal Opportunity Employer

Summer Youth Employment Program 2021

An Employment Collaboration Presented by the Lake City Police Department and CareerSource Florida Crown

- Origin:** In 2019, the Lake City Police Department approached CareerSource Florida Crown to develop a partnership that would offer a Summer Youth Employment Program. The employment program was designed to provide employment to youth ages 16-18, with an extension for 19 year-olds graduating that year.
- Mission:** The Lake City Police Department supports diversion programs. Therefore, this employment program will also be offered to youth who have committed misdemeanor crimes. There are several expected outcomes of the employment program:
1. Participants will receive income to assist with school supplies and family needs
 2. Bridge the gap and foster positive relationships between law enforcement officers and the community
 3. Participants will become productive and contributing members of the community
- Funding Source:** FY19, CareerSource Florida Crown embraced the concept of the Summer Youth Employment Program and secured a grant that would enable the organizations to sponsor youth ranging from 16-19 years of age. For FY21, the City of Lake City and Columbia County each donated \$25,000 to assist in funding the program.
- Stakeholders:** The City of Lake City, Lake City Police Department, CareerSource Florida Crown, and Columbia County.
- Employers:** Public and private agencies have agreed to provide job skills training, mentorship, and leadership skills for the participants in the Summer Youth Employment Program. These employers are listed below.
- Job Placements:**
1. Lake City Police Department
 2. City of Lake City
 3. Chelsea Flores-State Farm
 4. United Way of Suwannee Valley
 5. NorthStar Family Resource Center
 6. Vann Carpet One
 7. Zaxby's
 8. S&S Mowers
 9. Lake City Humane Society
 10. Lake City Humane Society Thrift Store
 11. North Florida Pharmacy
 12. Florida Gateway College
 13. Main Street Printing
 14. Skip's Deli
 15. Columbia County Schools
 16. Holiday Inn
 17. Star Tech
- Training:**
1. Prior to job placement, a required one (1) week of soft skills training will be provided by CareerSource Florida Crown
 2. During employment, weekly training will be provided to the participants to teach leadership, teambuilding skills, and "nuggets for success."

- Benefits:**
1. There is no cost to the employer
 2. Participants will be paid \$9 an hour for 32 hours per week
 3. Soft skills training provided by CareerSource Florida Crown
 4. Potential to earn \$1728 for 6 weeks of work
 5. Possible reduction in property crime activities committed by juveniles in the community
- Applications:**
1. All applications must be received by CareerSource by May 27, 2021 at 6pm
 2. Applications can be obtained at the CareerSource Florida Crown office located at 1389 US Highway 90 W, Suite 170B
- Contact:**
- Ashley Wickline, Community Relations Coordinator at 386-719-5742 (Lake City Police Dept.)
Abraham Perry, Job Coach/ Developer at 386-755-9026 ext. 3116 (CareerSource FL Crown)
- Summary:**
- The overall purpose of the Summer Youth Employment Program is to address the concerns of providing positive interaction between police and youth, decreasing youth unemployment, and providing training, skills and employment that will make the participants “marketable” with skills for future job opportunities.



LAKE CITY POLICE DEPARTMENT

After-Action Report



Detail Type/Event: Summer Youth Program

Date: 08/02/2019

Location: LCPD / CareerSource Florida Crown

OIC: Chief Gilmore

OFFICER(S) / Officials INVOLVED:

Chief Gilmore, Chief Butler, CRC Crews, CPO Bass, Records Cicily Johnson,

SEQUENCE OF EVENTS:

04/02/2019	Met with Department Heads and Businesses to provide information about the program and determine how many students each area could take on.
04/30/2019	Meeting with FL Crown and LCPD to discuss presenting to City Council.
05/02/2019	Meeting with FL Crown, LCPD, and Department of Juvenile Justice (DJJ) to identify students with barriers, especially those involved with law enforcement.
05/08/2019	Meeting with interested youth and guardians at City Hall.
05/29/2019	Youth Applications due to FL Crown by 6pm
06/10-6/13	Interviews
06/17/2019	Soft Skills Training
06/20/2019	Students are introduced to their employers
06/24/2019	First week of work
07/01/2019	Second week of work
07/08/2019	Third week of work
07/15/2019	Fourth week of work
07/22/2019	Fifth week of work
07/29/2019	Sixth and final week of work
08/03/2019	Celebration / completion ceremony

Crowd Size: 40 **Hostility Level:** N/A

LEO Injuries: N/A **Civilian Injuries:** N/A **Deaths Associated:** N/A

Associated Reports/DTR's: N/A

Total Manpower: 2 **Final Est. OT Costs:** N/A

Weather: Clear **Impact on Event:** N/A

Command Staff Notified: Yes

Assisting Agencies: Career Source Florida Crown

Known Deficiencies none

OPERATIONAL SUMMARY:

The Summer Youth Work Program was initiated by Chief Argatha Gilmore of the Lake City Police Department (LCPD) to provide a deterrent for the youth of Lake City / Columbia County. During summer months, school is not in session and youth activities are limited. Historical statistics suggest that there is a correlation between idle youth and increased mischief activities such as petty crime. The program intent was to reduce the number of idle youth while providing a work opportunity that would earn the youths resume building experience and professional references.

Career Source Florida Crown (FL Crown) obtained a grant which provided funding for job coach salary (1), student salaries (30), and student lunches (240) which were provided during the first two weeks of the program. The grant included a requirement to provide a ratio of students with barriers and those without, so that the program would be an opportunity to any student.

To provide a balanced work / life scheduled it was determined that students would work thirty-two (32) hours a week. The work scheduled was Monday through Thursday 8:00 a.m. until 5:00 p.m. with a one-hour lunch break from 12:00 p.m. until 1:00 p.m. Thursdays students would return from lunch to the predetermined location to participate in a weekly, four hour, developmental session provided by FL Crown. If needed, working scheduled would be altered to fit the need of the employer, while adhering to Florida working laws for minors. With this scheduled, students were eligible to earn \$1624.32 over the course of the program.

In order to progress through the program students were required to complete 28 hours of soft skills training, unpaid, with FL Crown.

Employer Requirements

Local employers that would provide students with resume building work experience and reference were identified. The City of Lake City became the primary employer opening twelve (12) student positions. The City of Lake City provided jobs within the following departments: Police, Growth Management, Customer Service, and Water Plant. Other employers involved were: Columbia County School Board with five (5) positions, Chamber of Commerce with one (1) position, McRae Law Firm with one (1) position, Solaris Healthcare with one (1) position, Chelsea Flores State Farm with two (2) positions, Lake City Medical Center with one (1) position, 1st Street Music with two (2) positions, Star Tech with two (2) positions, Van Carpet One with One (1) positions, and Catholic Charities with two (2) positions.

Employers were advised that this program was established to provide work experience that may otherwise be difficult for students to obtain. Employers were advised that students should not be utilized primarily for cleaning and janitorial services. Each employer submitted a job description for their organization. (Attachment I – Job Description)

Additionally, employers were informed that any and all disciplinary issues should be reported to the Job Coach, Abraham Perry, or LCPD Liaison, Community Relations Coordinator Ashley Crews, as students would be provided with twenty-eight (28) hours of Soft Skills and professionalism training prior to being placed with an employer.

Program Requirements

In order to be accepted into the program, students were required to:

- be between the ages of sixteen (16) and eighteen (18) years-old
- be actively enrolled in school or have graduated in 2019
- have reliable transportation or live within the predetermined radius of FL Crown for provided transportation

Initial Meeting with Interested Students and Guardians

During this meeting students and guardians were provided an overview of the program and potential work assignments. The expectations of the students were discussed in depth.

Student Expectations

- During the course of the program students were expected to
 - follow the organizational policy and procedures as it applied to their positions.
 - Wear appropriate attire
 - Not utilize cell phones during work hours
 - Remain professional while at work
 - Interact professionally with co-workers, employers, and customers

Selection Process

LCPD, FL Crown, and DDJ identified students with barriers by those with DJJ cases and those that had been removed from the public school system and were enrolled at Pathways Academy. Additional students were sought through advertisement at Columbia High School and on social media. (Attachment II – Advertisement)

All interested students and guardians were advised to attend the meeting scheduled for May 8th, 2019 and that applications would be accepted no later than 6:00 p.m. on May 25th, 2019. This information was provided through various forms of communication, to include the advertisements and reiterated at the informative meeting. (Attachment III – Application)

Seventy (70) applications were received. Incomplete applications were not considered and removed from the selection process. Those applications that were not actively enrolled in school or had graduated before 2019 were removed from the selection process.

A total of forty (40) applicants were interviewed. Interviews were arranged over a four-day period, resulting in ten (10) interviews per day. The applicants were each asked six (6) interview questions (Attachment IV – Interview questions) and scored (Attachment V – Score Sheet) by a panel of three (3) interviewers. The interview panel consisted of the FL Crown Job Coach, LCPD Liaison, and a program employer. All student records, including payroll, are maintained by and stored with FL Crown.

Students that scored the highest in the interview process were selected to move forward in the program.

Soft Skills Training

Soft skills training week was the students first week in the program. However, this was an unpaid training week that provided the students the opportunity to receive a *Florida Ready to Work Certificate*. “Florida Ready to Work is an innovative, new workforce education and economic development program. The centerpiece of the program is the Florida Ready to Work credential, a career readiness certificate – signed by Governor Rick Scott – that certifies that a Florida student/jobseeker has the fundamental job skills

necessary to succeed in today's rapidly changing and competitive economy. Florida Ready to Work is sponsored and funded by the State of Florida. The program is administered by the Florida Department of Economic Opportunity." (<http://www.floridareadytowork.com/>)

The expectations of the student were discussed, to include attire, etiquette, cell phone use, behavior, and more. A full overview of the soft skill program will be provided by FL Crown. (Attachment VI – Soft Skills Overview)

Employer Assignments

Students were placed in work assignments based upon age, interview performance, and success in the soft skills program. Two work sites requested students that were eighteen (18) years-old due to scheduling and sensitive office information.

On June 20, 2019 a Meet and Greet was arranged for students and employers at City Hall Council Chambers. During this meeting all students and employers were informed of the expectations of the students and of the expectations of the employers.

Weekly Developmental Sessions

Each Thursday from 1:00 p.m. until 5:00 p.m. the students were provided a developmental session. These sessions included topics such as interview skills, resume writing, and more. During the first session the students developed a motto to remind them to not use their cell phones while at work. "On your phone, you can go home."

Disciplinary Issues

Over the course of the program it was necessary to terminate three students. Progressive discipline was provided in each case, with supporting documentation. (Attachment VII – example Progressive Discipline) A meeting was held with the student, guardians, Chief, Gilmore, FL Crown Director Jones, Job Coach Perry, and CRC Crews. All involved were provided copies of the documents, which was reviewed. The guardians were involved in the process to have direct communication and information.

Celebration / Completion Ceremony

The program was concluded with a Celebration Ceremony. Guardians were invited to attend.

Considerations for future planning:

- It will be necessary to obtain funding to continue the program.
 - LCPD is making contact with various organizations for donations
 - A final collection date needs to be identified for the 2020 program, as it will impact the number of students able to participate.
 - The number of student salaries will need to be determined.
- Employers should be identified in the fall of 2019 for the 2020 program
 - All contracts, agreements, and employer training need to be completed prior to program kick off.
 - Employers will be provided a schedule of events related to the program.
 - Employers need additional timesheet and evaluation training
- Begin identifying student participants in January 2020

- Informative flyers explaining the program requirements and expectations will be created
- Begin accepting community applications March 1, 2020
 - Due date of March 31, 2020
- Interviews should be conducted
 - April 20th through May 1st
 - Soft Skill training June 8, 2020
 - Employer / Student meeting June 11, 2020 (group photo)
 - Take a group photo of all students and employers
 - First week of work June 15, 2020
- The number of student position was changed twice during the pilot program. The fluctuation of participants resulted in some businesses not being at the initial meeting, not being provided the contract agreement with FL Crown, not having a job description for the student, and not having contact with LCPD. This mishap created a misunderstanding of expectations for both the student and employer by some organizations.
- It is suggested to alter the interview questions to include a situation where students will explain their personal responsibilities.
 - If possible, include an interviewer from an employer agency.
- The program would benefit from increased involvement with DJJ.
- Completion Ceremony date, time, and location should be determined during soft skills week
 - Invitation to the completion ceremony should be sent out during the fourth work week.

Event Coordinator

Date

Shift Commander/Supervisor

Date

Division Commander

Date

Assistant Chief of Police

Date

Chief of Police

Date

File Attachments for Item:

9. City Council Resolution No. 2021-076 - A resolution of the City Council of the City of Lake City, Florida, accepting a bid from Anderson Columbia Co., Inc., related to the annual supply of asphalt; providing for the award of an annual asphalt supply contract; providing for the execution of the annual asphalt supply contract; and providing an effective date.

CITY COUNCIL RESOLUTION NO. 2021-076

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ACCEPTING A BID FROM ANDERSON COLUMBIA CO., INC., RELATED TO THE ANNUAL SUPPLY OF ASPHALT; PROVIDING FOR THE AWARD OF AN ANNUAL ASPHALT SUPPLY CONTRACT; PROVIDING FOR THE EXECUTION OF THE ANNUAL ASPHALT SUPPLY CONTRACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) requires a supply of asphalt for various City projects such as, but not limited to, manholes, water valves, gas valves, etcetera (hereinafter the “Project”); and

WHEREAS, Section 2-178(d) of the City Code requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, an Invitation to Bid 020-2021 (hereinafter “ITB”) was advertised and Anderson Columbia Co., Inc.’s (hereinafter “Anderson Columbia”) was the sole bidder to the ITB for the annual asphalt contract; and

WHEREAS, the city administration recommends that the Project be awarded to Anderson Columbia; and

WHEREAS, the City Council finds that it is in the City’s best interest to award the contract to Anderson Columbia for the aforementioned Project pursuant to and in accordance with the terms, provisions, conditions, and requirements of the “*Contract between the City of Lake City, Florida and Anderson Columbia Co. Inc., for Annual Asphalt Services*” (hereinafter the “Agreement”) attached hereto as “Exhibit A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

Section 2. The Annual Asphalt Contract is awarded to Columbia Anderson and the execution of the same is authorized.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Columbia Anderson to exceed the Agreement pricing. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Columbia Anderson shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND ANDERSON COLUMBIA CO., INC., FOR ANNUAL ASPHALT SERVICES

THIS CONTRACT made and entered into this ____ day of _____, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and Anderson Columbia Co., Inc., whose mailing address is P.O. Box 1829, Lake City, Florida 32056-1829 (herein referred to as "Contractor").

WHEREAS, the City requires an annual contract for asphalt services within the City; and

WHEREAS, the City invited competitive bids through an Invitation to Bid (ITB-020-2021) and the Contractor was the sole bidder; and

WHEREAS, the City desires to enter into a contract with the Contractor to memorialize the intentions and obligations of the City and Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Continuing Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and

interpretation of terms pertaining to this Contract:

- a. "CITY" means the City Council of the City of Lake City, Florida, and any official or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.
- b. "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of Invitation to Bid and its addendum (hereinafter collectively referred to as "ITB-020-2021" or "ITB"), reasonably inferred to the City and general conditions, all of which are incorporated herein and made an essential part of this agreement between the parties.
- c. "CONTRACTOR" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.
- d. "SERVICES" means professional services related to the supply of, and installation of, asphalt and the services and responsibilities listed within the ITB.
- e. "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one

of its sub-contractors in providing and performing the professional services, work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

f. "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and within the ITB.

4. **Term of Contract:** The term of this Contract shall be for one (1) year. The City reserves the right to extend the contract period for two (2) additional one (1) year periods upon mutual agreement with the Contractor. The Contractor shall not commence any work until the Contractor has provided the City's Procurement Department with proof of insurance coverages.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amounts shown in the pricing sheet attached hereto as "Exhibit A". Payment to the Contractor will be made in accordance with the ITB and F.S. 218.70 "Local Government Prompt Payment Act" upon receipt of the invoice, assuming there are no contested amounts with the invoice.

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages, in addition to any listed in the ITB, to the City Procurement Department prior to the commencement of work:

- a. Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate, for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- b. Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than the limits provided for in the ITB; and
- c. Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least

ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

7. **Indemnity:** Contractor is an independent contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract.

Notwithstanding any other provisions of this Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and

all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Licenses and Compliance with Regulations:** The Contractor agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the services provided and performed by Contractor pursuant to this Contract.

Contractor agrees to and will abide by and comply in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the services to be provided and performed by Contractor for the City, and by any sub-contractor engaged by the Contractor.

10. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees

to employ, engage, retain, and assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive any bankruptcy filing.

12. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

13. **Other litigation:** The Contractor shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within thirty (30) days of the action being filed. The Contractor shall notify the City of any legal actions filed against it by a government subdivision or for any claims of sub-Contractors or materialmen.

Failure to notify the City of a legal action within thirty (30) days of the action shall be grounds for termination.

14. **Public Records**: The Contractor shall comply with all public records laws.

a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Lake City
205 North Marion Avenue
Lake City, Florida 32055
386-719-5826 or 386-719-5756

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.
2. 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 this Chapter 119 of Florida Statutes or as otherwise provided by law.
3. 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 the contractor does not transfer the records to the City.

If the Contractor considers any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other law, Contractor must simultaneously provide the City with a separate redacted copy of the information it claims as confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and it shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the Contractor claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

15. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise

complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

16. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Invitation to Bid (ITB-020-2021) and all addendum, and all attachments thereto, and the Contractor's response to the ITB. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to

conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

17. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute the same by the adoption of an official resolution.

18. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

[Remainder of page left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have made and executed
this Contract as of the day and year first above written.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**ANDERSON COLUMBIA, CO.,
INC.**

By: _____
Signature & Name

Title

By: _____
Signature & Name

Title

EXHIBIT A**#1 Anderson Columbia Co., Inc**

Line Item	Description	Unit of Measure	Unit Cost
1	SP 12.5mm/TL-B	Ton	\$ 90.00
2	SP 9.5mm/TL-B	Ton	\$ 90.00
3	Milling	Ton	\$ 25.00

Line Item	Description	Unit of Measure	Unit Cost
4	SP 12.5mm/TL-B	Ton	\$ 300.00
5	SP 9.5mm/TL-B	Ton	\$ 300.00

Line Item	Description	Unit of Measure	Unit Cost
6	SP 12.5mm/TL-B	Ton	\$ 220.00
7	SP 9.5mm/TL-B	Ton	\$ 220.00

Line Item	Description	Unit of Measure	Unit Cost
8	SP 12.5mm/TL-B	Ton	\$ 180.00
9	SP 9.5mm/TL-B	Ton	\$ 180.00

Line Item	Description	Unit of Measure	Unit Cost
10	TACK COATING	Gallon	\$ 10.00

Line Item	Description	Unit of Measure	Unit Cost
11	MILLING COST	Square Yard	\$ 12.00

Line Item	Description	Unit of Measure	Unit Cost
12	RAISE MANHOLES	EACH	\$ 1,200.00
13	RAISE WATER VALVES	EACH	\$ 900.00
14	RAISE GAS VALVES	EACH	\$ 900.00

Recommendation: Anderson Columbia Co, Inc.

INVITATION TO BID
ITB-020-2021
ASPHALT – ANNUAL TERM CONTRACT

City of Lake City
205 N. Marion Ave.
Lake City, FL 32055

RELEASE DATE: March 23, 2021

DEADLINE FOR QUESTIONS: April 5, 2021

RESPONSE DEADLINE: April 22, 2021, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/lcfla>

City of Lake City
INVITATION TO BID
ASPHALT – ANNUAL TERM CONTRACT

I.	Introduction.....
II.	Instruction To Bidders.....
III.	Scope of Work and Related Requirements.....
IV.	Terms and Conditions
V.	Pricing Proposal
VI.	Vendor Questionnaire

1. INTRODUCTION

1.1. Summary

INVITATION TO BID

ITB-020-2021

Sealed bids will be accepted by the City of Lake City, Florida until Thursday, April 22, 2021 at 2:00 pm, local time through the City's e-Procurement Portal, ProcureNow. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder. Bids will not be accepted through any other means. Bid opening will be promptly at 2:15 pm in the City Council Chambers located on the 2nd floor in City Hall, at which time all bids will be publicly opened and read aloud for the purchase and installation of:

ASPHALT – ANNUAL TERM CONTRACT

Any deviation from the specifications must be explained in detail under "Clarifications and Exceptions", as part of the Bidder's Response, and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification.

All questions related to this ITB shall be submitted in writing through the [ProcureNow](#) Question/Answer Tab via the City's e-Procurement portal, on or before, Question & Answer Submission Date by Question & Answer Submission Time. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly.

All questions must be in writing and directed to the Procurement Director. All questions will be answered in writing. Any answers which may alter the scope of work will be answered in the form of addenda. Any and all addenda must be acknowledged through the City's e-Procurement Portal. Deadline for receiving questions is Monday, April 5, 2021 at 4:00 pm. Questions received after this date and time will not be considered.

Bidder may not withdraw his/her bid for a period of sixty (60) days following the opening of the responses.

The City of Lake City is exempt from State Use Tax, State Retail Tax and Federal Excise Tax. The bid price must be net, exclusive of taxes. Bidder's proposal must be dated, signed by authorized representative, title, firm name, address, and telephone number.

Local Vendor Preference: City of Lake City Administrative Policy #18 states that the bid of a resident of Columbia County, Florida will have a 5% preference over the bid submitted by any non-resident of Columbia County. A resident is defined as an individual whose primary residence is within Columbia County, Florida, a partnership whose principals are all residents of Columbia County, Florida, partnership or other business entity whose principal place of business is within Columbia County, Florida, or which maintains a full time business office open to the public within Columbia County, Florida. With these and

other contributing factors the City Council reserves the right to award a bid or contract in the best interest of the City.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any Bidder desirous of protesting a bid for any reason must file a written notice of bid protest with the City Manager's office within 72 hours following posting of notice of intended award. All protest will be in writing stating the bid being protested and the specific reason of the protest. All protest will be signed by the Protestor and include all detail for a complete and thorough review. The decision of the City Manager, after consultation with the City Attorney will be issued within five (5) working days of the receipt of the protest, unless additional time is agreed upon by all parties involved should circumstance warrant such a delay.

By submission of his/her bid, the Bidder certifies that:

- A. The bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment described in the Invitation to Bid.
- B. The contents of the bid have not been communicated by the Bidder, his/her employees or agents, to his/her best knowledge and belief, to any person not an employee or agent of the Bidder or his surety in any bond furnished herewith and will not be communicated to any such person prior to the official opening of the bids.

The City of Lake City reserves the right to accept or reject any/all bids and to award the contract in the best interest of the City of Lake City, Florida.

CITY OF LAKE CITY, FLORIDA

Joseph Helfenberger

City Manager

1.2. Contact Information

Karen Nelmes

Procurement Director

205 N. Marion Ave

Lake City, FL 32055

Email: nelmesk@lcfla.com

Phone: [\(386\) 719-5818](tel:(386)719-5818)

Department:

Procurement

1.3. Timeline

Release Project Date	March 23, 2021
Question Submission Deadline	April 5, 2021, 4:00pm
Question Response Deadline	April 12, 2021, 5:00pm
Proposal Submission Deadline	April 22, 2021, 2:00pm

2. INSTRUCTION TO BIDDERS

2.1. Overview

The City of Lake City is accepting bids for ASPHALT – ANNUAL TERM CONTRACT.

Bidders shall create a FREE account with ProcureNow by signing up at <https://secure.procurenow.com/signup>. Once you have completed account registration, browse back to this page, click on "Submit Response", and follow the instructions to submit the electronic response.

2.2. Submittal Deadline

Bids shall be submitted via the City's e-Procurement Portal, ProcureNow, no later than Thursday, April 22, 2021 at 2:00 pm. Late proposals shall not be accepted.

Bids must be submitted via the [City's e-Procurement Portal, ProcureNow](#) and may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

2.3. Pre-Bid Meeting

There will be no pre-bid meeting associated with this project.

2.4. Questions

All questions related to this ITB shall be submitted in writing via the ProcureNow Question/Answer Tab via the [City's e-Procurement portal](#), on or before, Monday, April 12, 2021 by 4:00 pm. All questions submitted and answers provided shall be electronically distributed via email to bidders following this solicitation on the City's e-Procurement Portal.

2.5. Addenda

Addenda notifications will be emailed to all persons on record as following this ITB.

3. SCOPE OF WORK AND RELATED REQUIREMENTS

3.1. General Scope of Work

DESCRIPTION OF WORK:

The supplier must furnish to the City of Lake City asphalt for a one (1) year contract with an optional additional two (2) one (1) year contracts. Asphalt plant must be certified by FDOT (Florida Department of Transportation). All materials must meet or exceed FDOT specifications (latest edition) that are applicable. All manholes, water valves, and gas valves must be raised to surface level. The City reserves the right to use other asphalt vendors for small patch work jobs as needed.

3.2. Specifications

ITEM I: ASPHALT PLANT F.O.B.

(NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

Milling \$_____ per ton

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS

F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS

F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS

F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

SP 12.5mm/TL-B \$_____ per ton

SP 9.5mm/TL-B \$_____ per ton

ITEM V: TACK COATING (NO MINIMUM)

\$_____ per gallon

ITEM VI: MILLING COST (NO MINIMUM)

\$_____ per square yard

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES

\$_____ EACH

3.3. Contract

The proposal of the successful Bidder together with the written Notice of Award, and the terms, conditions and specifications contained in the Invitation to Bid will constitute the contract. The contract term will be for a one (1) year period. The City reserves the right to extend the contract period for two (2) additional one (1) year terms, upon mutual agreement with the successful Bidder.

3.4. Quantity

1. Approximately 1,000 tons of asphalt may be used during the contract year.
2. Approximately 250 gallons of tack coating may be used during the contract year.

3.5. Total Cost

Cost must be lump sum, any additional charges such as mobilization fees, etc. must be included in total cost.

3.6. Delivery

Delivery will be F.O.B. asphalt plant for SP 12.5mm/TL-B and F.O.B. destination freight prepaid for SP 9.5mm/TL-B within five (5) five working days of date of order.

4. TERMS AND CONDITIONS

4.1. Licenses/Qualifications

All Contractor's must be qualified and licensed under the laws, rules and regulations of the State of Florida and the City of Lake City, Florida to perform the work required by these contract documents. Contractor's qualifications including equipment to be used for this project will be subject to review and approval by the City prior to award.

4.2. Insurance

- A. Without limiting Contractor's indemnification, it is agreed that the successful Contractor will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Contractor's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City naming the City of Lake City as additional insured. These certificates must provide a ten (10) calendar day notice to the City in the event of cancellation, non-renewal or a material change in the policy.
- B. Statutory Workers Compensation insurance as required by the State of Florida.
- C. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- D. Business Vehicle/Umbrella Liability insurance with a minimum limit of \$300,000 per occurrence, and \$1,000,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

4.3. Indemnity

Successful contractor will indemnify and hold Owner and Owner's agents harmless from any loss, cost, damage or injury sustained by any persons (s) as a result of the actions of employees or officers of the Contractor, subcontractors or suppliers.

4.4. Liquidated Damages

In the event the bidder is awarded the contract and fails to complete the work within the time limit or extended time limit agreed upon, liquidated damages will be paid to the City of Lake City at the sum of \$In the event the successful Bidder fails to deliver asphalt within five (5) working days of date of order, and the City has to purchase asphalt from an alternate supplier, liquidated damages will be accessed at

the actual cost difference the City incurs from the alternate supplier. per day for all work awarded under the contract until the work has been satisfactorily completed and accepted by the City.

4.5. Special Conditions

- A. Extended time may be allowed for the completion of this project due to inclement weather.
- B. Decisions to allow days added to the contract due to inclement weather will be based upon weather records as recorded with the State of Florida, Division of Forestry located in Lake City, Florida and approved by the City of Lake City Project Manager.
- C. In the event additional days are awarded the contractor must notify the City of Lake City Procurement department at the beginning of work stoppage and each succeeding day until work can be safely resumed.

4.6. Contract/Award

- A. The successful Contractor will execute the contract within ten (10) calendar days following issuance of Notice of Award. Upon receipt of required documents, a Notice to Proceed will be issued.
- B. Award shall be made to the most responsive responsible bidder.

4.7. Payment

Payment will be based on: (a) City's acceptance of work, and (b) submitted evidence, if requested by the City, that all payrolls, materials, bills, and indebtedness connected with the work have been paid. The City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials involved with the work. Payment to Contractor will be made within thirty (30) calendar days of receipt of invoice, assuming there are no contested amounts with the invoice.

4.8. Or Equal

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. All requests for "or equal" consideration must be received prior to the deadline for receiving questions.

4.9. Change Orders

- A. Notify the City of Lake City of any conditions in the project area that are not addressed within the specifications that may require a change order.
- B. Change orders to the scope of work or additional work requested by the City of Lake City must be in written form and initiated by the Contractor.

- C. All changes or additions will be approved by the City of Lake City prior to work being initiated.

4.10. Experience/References

Bidders must provide a statement of qualifications and include with their proposal a minimum of Three (3) references for similar project in the last Five (5) years. The list of references must be submitted as a part of the bidder response as provided within the vendor questionnaire. All reference materials provided become the property of the City of Lake City and also become public record.

4.11. Addendum

It will be the sole responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Failure to submit acknowledgement of any addendum that affects the bid price is considered a major irregularity and will be cause for rejection of the bid.

4.12. Required Documents

The enclosed documents must be executed and returned with bid proposal or the proposal may be considered non-responsive. (Conflict of Interest Statement, Disputes Disclosure Form, Drug Free Workplace Certificate, Non-Collusion Affidavit of Proposer, References, Public Entity Crime Statement and E-Verify Affirmation Statement.

4.13. Public Entity Crime

Public Entity Crimes – Section 287.133 (3) (n) of the Florida Statutes requires that a vendor/contractor submit a sworn statement concerning Public Entity crimes. Bidders are required to submit the enclosed form with their bid, failure to do so may be reason for rejection of bid.

4.14. Employment Eligibility Verification (E-Verify)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web

site: <http://www.dhs.gov/E-Verify>.

4.15. Public Record

The Owner is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 719-5826 OR (386) 719-5756, CITYCLERK@LCFLA.COM, CITY CLERKS OFFICE, 205 N MARION AVE., LAKE CITY, FL, 32055.

4.16. Payment And Performance Bonds

Payment and performance bonds are not a requirement of this bid.

4.17. Additional Information

The City of Lake City reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.

5. PRICING PROPOSAL

ITEM I: ASPHALT PLANT F.O.B. (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
1	SP 12.5mm/TL-B	Ton		
2	SP 9.5mm/TL-B	Ton		
3	Milling	Ton		

ITEM II: IN PLACE ASPHALT IN QUANTITIES NOT EXCEEDING 100 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
4	SP 12.5mm/TL-B	Ton		
5	SP 9.5mm/TL-B	Ton		

ITEM III: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 100 TONS BUT NOT EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
6	SP 12.5mm/TL-B	Ton		
7	SP 9.5mm/TL-B	Ton		

ITEM IV: IN PLACE ASPHALT IN QUANTITIES EXCEEDING 200 TONS F.O.B. DESTINATION FREIGHT PREPAID (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
8	SP 12.5mm/TL-B	Ton		
9	SP 9.5mm/TL-B	Ton		

ITEM V: TACK COATING (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
10	TACK COATING	Gallon		

ITEM VI: MILLING COST (NO MINIMUM)

Line Item	Description	Unit of Measure	Unit Cost	Comments
11	MILLING COST	Square Yard		

ITEM VII: RAISE MANHOLES , WATER VALVES AND GAS VALVES

Line Item	Description	Unit of Measure	Unit Cost	Comments
12	RAISE MANHOLES	EACH		
13	RAISE WATER VALVES	EACH		

14	RAISE GAS VALVES	EACH		
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6. VENDOR QUESTIONNAIRE

6.1. References*

As per the [Terms and Conditions](#), please provide the company name, address, contact person, telephone number and length of time services, using the following format, of at least three (3) client/customer references.

***Note: only list those client/customers in which a similar type of equipment/product of scope of work/service was provided.**

Company Name: _____

Address: _____

Business Phone #: _____

Contact Person: _____

Email: _____

Length of time services provided: _____

*Response required

6.2. Title and Organization*

Please provide your title and organization's name.

*Response required

6.3. Local Office*

Please provide the city and state for your local office. If you do not have a local office, please type "N/A".

*Response required

6.4. Principal Office*

Please provide the city and state for your Principal Office.

*Response required

6.5. Conflict of Interest Statement*

- A. The above named entity is submitting a Bid for the City of Lake City ITB-020-2021 described as ASPHALT – ANNUAL TERM CONTRACT.
- B. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.

- C. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
- D. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
- E. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
- F. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
- G. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
- H. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
- I. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

☐ Please confirm

*Response required

6.6. [Disputes Disclosure Form*](#)

Please select all that pertain to your organization. To answer yes, click on the options that pertain to your organization.

Select all that apply

- ☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
- ☐ Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
- ☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
- ☐ None

*Response required

6.7. Disputes Disclosure Form - Explanation*

If you answered yes for any in the previous question, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved. If you selected none, please type "N/A".

*Response required

6.8. Disputes Disclosure Form - Acknowledgement*

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City.

☐ Please confirm

*Response required

6.9. Drug Free Workplace Certificate*

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, as an authorized signatory on behalf of our organization, publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

☐ Please confirm

*Response required

6.10. Non-Collusion Affidavit*

- A. By submitting a response to this solicitation, the Bidder Acknowledges that he/she is authorized to submit the attached response on behalf of their organization for:
ITB-020-2021, ASPHALT – ANNUAL TERM CONTRACT;
- B. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
- C. Such Proposal is genuine and is not a collusive or sham proposal;
- D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and;
- E. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

☐ Please confirm

*Response required

6.11. E-Verify Affirmation Statement*

ITB-020-2021-ASPHALT – ANNUAL TERM CONTRACT

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

☐ Please confirm

*Response required

6.12. Bidder's Checklist*

By submitting a response to this solicitation, the bidder acknowledges that they have read, understand and agree to all requirements and that they have completed in their entirety all required documents and/or attachments as a part of their bid submission.

☐ Please confirm

*Response required

6.13. Clarifications and Exceptions*

Please explain in detail any deviation from the specifications. Each deviation must be itemized by number and must specifically refer to the applicable specification. Otherwise it will be considered that items offered are in strict compliance with these specifications and the successful Bidder will be held responsible for meeting the specification. If there will not be any deviation, please type "N/A".

*Response required

6.14. Sworn Statement Under Section 287.133(3)(n), Florida Statutes on Public Entity Crimes

6.14.1. Federal Identification No. (FEID)*

Please provide your FEIN number here.

*Response required

6.14.2. Acknowledgments*

- A. This sworn statement is submitted with ITB-020-2021.
- B. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the 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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.

- C. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- D. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- E. I understand that a “person” as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

☐ Please confirm

*Response required

6.14.3. Please indicate which statement applies.*

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

Select all that apply

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

an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies - option 3, 4 or 5))

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

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

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

*Response required

6.14.4. Required Documents

Please upload your Final Order if you selected Option 3 or Option 4 above.

6.14.5. Describe Action Taken

Please describe any action taken by, or pending with, the Department of General Services, if you selected Option 5 above.

File Attachments for Item:

10. City Council Resolution No. 2021-077 - A resolution of the City Council of the City of Lake City, Florida, ratifying the Mayor's extension of the State of Emergency arising from the Covid-19 Public Health Emergency.

CITY COUNCIL RESOLUTION NO. 2021-077

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LAKE CITY, FLORIDA, RATIFYING THE MAYOR'S
EXTENSION OF THE STATE OF EMERGENCY ARISING
FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.**

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, the Governor issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on April 3, 2020, the Governor issued Executive Order 20-91 and Executive Order 20-92 directing all persons in Florida to limit their movements and personal interactions outside of their home only to those necessary to obtain or provide essential services or conduct essential activities; and

WHEREAS, on April 29, 2020, the Governor issued Executive Order 20-112 initiating "Phase 1: Safe. Smart. Step-by-Step. Plan for Florida's Recovery"; and

WHEREAS, on May 8, 2020, the Governor issued Executive Order 20-114 extending the statewide state of emergency until July 7, 2020; and

WHEREAS, on June 5, 2020, the Governor's Executive Order 20-139 initiated "Phase 2: Safe. Smart. Step-by-Step. Plan for Florida's Recovery" and extended the exceptions provided for in Executive Order 20-69, relating to local government meetings, until June 30, 2020; and

WHEREAS, on July 7, 2020, the Governor issued Executive Order 20-166 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until September 5, 2020; and

WHEREAS, on July 29, 2020, the Governor issued Executive Order 20-179 amending order 20-69 creating statutory exceptions related to budget hearings and extending the statewide state of emergency until September 1, 2020; and

WHEREAS, on August 7, 2020, the Governor issued Executive Order 20-193 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69, until October 1, 2020; and

WHEREAS, on September 4, 2020, the Governor issued Executive Order 20-213 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-52; and

WHEREAS, on September 30, 2020, the Governor issued Executive Order 20-246 extending the statewide state of emergency, as well as those exceptions provided for in Executive Order 20-69; and

WHEREAS, on November 3, 2020, the Governor issued Executive Order 20-276 extending the statewide state of emergency until January 2, 2021; and

WHEREAS, on December 29, 2020, the Governor issued Executive Order 20-316 extending the statewide state of emergency until February 27, 2021; and

WHEREAS, on February 26, 2021, the Governor issued Executive Order 21-45 extending the statewide state of emergency until April 27, 2021; and

WHEREAS, on April 27, 2021, the Governor issued Executive Order 21-94 extending the statewide state of emergency until 12:01 a.m. on June 26, 2021; and

WHEREAS, the CDC continues to recommend community preparedness and everyday prevention measures be taken by all individuals and families in the United States; and

WHEREAS, pursuant to City Council Resolution 2020-45 the Mayor is authorized to extend the City's state of emergency related to COVID-19, and the Mayor has issued his Proclamation extending the current state of emergency, a copies of which are attached hereto as "Exhibit A, and B"; and

WHEREAS, the City Council, in order to protect the welfare and safety of the citizens of the City and their property, finds it necessary to ratify the Mayor's extension of the state of emergency proclaimed by the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City Council ratifies and extends the state of emergency declared pursuant to the Mayor's Proclamations as well the provisions included in City Council Resolution 2020-033.

Section 3. This resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

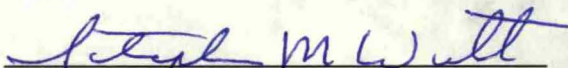
- WHEREAS,** *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*
- WHEREAS,** *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*
- WHEREAS,** *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*
- WHEREAS,** *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*
- WHEREAS,** *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*
- WHEREAS,** *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*
- WHEREAS,** *this Proclamation is issued to extend the state of emergency for seven (7) days effective May 4, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective May 4, 2021.



Seal of the City of Lake City
State of Florida

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 4th day of May 2021.


Stephen M. Witt, Mayor
City of Lake City

Proclamation

STATE OF EMERGENCY EXTENSION COVID-19

WHEREAS, *COVID-19 continues to pose an imminent health hazard and an increased risk of infection to residents of the County and healthcare, first responders, and emergency medical service workers caring for patients with COVID-19; and*

WHEREAS, *COVID-19 is spread amongst the population by various means of exposure, including the propensity to spread person to person and the propensity to attach to surfaces for prolonged periods of time, thereby spreading from surface to person and causing increased infections to persons; and*

WHEREAS, *public health experts have consistently recommended avoiding close physical interaction between person in order to slow the spread of COVID-19, and the CDC has updated and further restricted its distancing guidelines; and*

WHEREAS, *on April 16, 2020, the White House and Centers for Disease Control and Prevention ("CDC") released Guidelines for Opening Up America Again, a three-phased approach based on the advice of public health experts; and*

WHEREAS, *data collected by the State Department of Health indicates a flattening of the curve of COVID-19 reported cases, including a downward trajectory of hospital visits for influenza like illnesses and COVID-19 like syndromic cases, a decrease in percent-positive test results, and an increase in hospital capacity since March 1, 2020; and*

WHEREAS, *City Council Resolution 2020-045 extended the state of emergency and vested the authority to extend the state of emergency in the Mayor; and*

WHEREAS, *this Proclamation is issued to extend the state of emergency for seven (7) days effective May 11, 2021.*

NOW, THEREFORE, I, Stephen M. Witt, Mayor of the City of Lake City, Florida, do hereby extend the State of Emergency due to the COVID-19 health concerns for an additional seven (7) days effective May 11, 2021.



In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 11th day of May 2021.

Stephen M. Witt
Stephen M. Witt, Mayor
City of Lake City

File Attachments for Item:

11. City Council Resolution No. 2021-078 - A resolution of the City Council of the City of Lake City, Florida, authorizing an application to the Florida Department of Economic Opportunity for approval of the Lake City Community Development Block Grant; providing for fire suppression improvements of hangars three and five at the Lake City Gateway Airport; providing for the execution of an interlocal agreement with Columbia County, Florida, for the administration and construction of the fire suppression improvement; and providing an effective date.

RESOLUTION NO. 2021-078

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING AN APPLICATION TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR APPROVAL OF THE LAKE CITY COMMUNITY DEVELOPMENT BLOCK GRANT; PROVIDING FOR FIRE SUPPRESSION IMPROVEMENTS OF HANGARS THREE AND FIVE AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH COLUMBIA COUNTY, FLORIDA, FOR THE ADMINISTRATION AND CONSTRUCTION OF THE FIRE SUPPRESSION IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter “City”), owns and operates the Lake City Gateway Airport (hereinafter “Airport”) located in the unincorporated part of Columbia County, Florida (hereinafter “County”) off of U.S. Highway 90, East; and

WHEREAS, the City is experiencing a need for economic development funds to assist the community through the creation of jobs primarily for persons from low-to-moderate income households; and

WHEREAS, the City and County agree that there is a need for improvements of the fire suppression system for Hangar 3 and Hangar 5 to serve the expansion of operations of HAECO, Inc. at the Airport; and

WHEREAS, the City and County agree to cooperate on a Community Development Block Grant application through the Florida Department of Economic Opportunity; and

WHEREAS, the City and County agree to cooperate on a Community Development Block Grant application through the Florida Department of Economic Opportunity to facilitate the improvements of the fire suppression systems at the Airport; and

WHEREAS, the City and County have agreed to execute an interlocal agreement to fulfill the requirements of the Community Development Block Grant applications and the administration and construction of the improvements of the fire suppression systems at the Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

SECTION 1. The above recitals are all true and accurate and are incorporated herein and made a part of this Resolution.

SECTION 2. The Community Development Block Grant program is declared to be a workable program for providing needed physical improvements to benefit low-to-moderate income households indicated in the proposed Fiscal Funding Year (FFY) 2018 CDBG application.

SECTION 3. The City Council directs the Mayor or the City Manager to sign all necessary certifications of the Community Development Block Grant application and the interlocal agreement.

SECTION 4. The City Council directs the Mayor or the City Manager to execute and submit the FFY 2019 Economic Development CDBG application to the Florida Department of Economic Opportunity (FDEO) for state approval.

SECTION 5. The City Council authorizes the Mayor or the City Manager to submit additional information in a timely manner as may be required by the FDEO application, award agreement or other State or Federal request related to said application and award agreement.

SECTION 6. The proposed CDBG application is consistent with the local comprehensive plan.

SECTION 7. The proposed CDBG application is consistent with the City's adopted Community Development Plan.

SECTION 8. This Resolution shall take effect immediately upon its adoption.

[Remainder of this page intentionally left blank.]

PASSED AND ADOPTED at a meeting of the City Council this____day
of May 2021.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) INTERLOCAL AGREEMENT
BETWEEN
COLUMBIA COUNTY, FLORIDA
AND
THE CITY OF LAKE CITY, FLORIDA**

THIS AGREEMENT entered this ____ day of _____ 2021, by and between the CITY OF LAKE CITY, a municipal corporation organized under the laws of the State of Florida, hereafter referred to as “CITY”, and COLUMBIA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”.

WHEREAS, the CITY owns and operates the Lake City Gateway Airport (the Airport) located in the unincorporated county off US Highway 90 West; and

WHEREAS, the CITY and the COUNTY agree that there is a need for upgrades of the fire suppression system for Hangar 3 and Hangar 5 to serve the expansion of operations of HAECO, Inc. at the Airport; and

WHEREAS, the CITY and COUNTY agree to cooperate on a Community Development Block Grant application through the Florida Department of Economic Opportunity, hereinafter referred to as “FDEO”; and

WHEREAS, subject to FDEO approval, the COUNTY and the CITY agree that the COUNTY shall be the 2019 CDBG applicant and seek CDBG funding for fire suppression improvements to Hangar 3 at the Airport and the CITY shall be the 2019 CDBG applicant and seek CDBG funding for fire suppression improvements to the Hangar 5 at the Airport; and

WHEREAS, the COUNTY and CITY desire to improve the facilities and services at the Airport for the purpose of economic development to benefit the low-to-moderate income (LMI) citizens of the COUNTY and CITY; and

WHEREAS, this Agreement is necessary to fulfill the requirements of the COUNTY’S and CITY’S 2019 Community Development Block Grant Applications and other grants which the COUNTY may seek for economic development outside CITY limits; and

WHEREAS, Florida Statute 125.0101 and Florida Statute 180.02 respectively, authorize the COUNTY and CITY to enter into such an interlocal government agreement for provision of

the services contemplated by this Agreement; and

WHEREAS, the COUNTY and the CITY do hereby agree that the CITY and the COUNTY shall work together on program management such as supervising the bidding, design, construction, and all grant program requirements,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **GRANT.** The COUNTY and CITY agree that the COUNTY shall apply for a \$1,500,000 CDBG (the "GRANT") for the fire suppression improvements to Hangar 3 at the Airport, and both also agree that the CITY shall apply for a \$1,500,000 CDBG for the fire suppression improvements to Hangar 5 at the Airport, in the 2019 Federal Funding Year.

2. **PROJECT.** The project consists of fires suppression improvements to Hangar 3 and Hangar 5 at the Airport in the unincorporated COUNTY. A project area map for the work is attached to this document and incorporated in as Exhibit A.

3. **COUNTY RESPONSIBILITIES.** The COUNTY shall be the grant administration lead and shall take a lead role in applying for and implementing the CDBG Hangar 3 grant. The COUNTY shall advertise and procure appropriate professional services to administer and implement the project. The COUNTY'S designated staff shall coordinate design, review and provide written approval of the project plans and specifications, and recommend the apparent low bidder. The COUNTY shall keep all public records associated with the grant and make them available to the CITY at any time.

4. **CITY RESPONSIBILITIES.** The CITY shall be the grant administration lead and shall take a lead role in applying for and implementing the CDBG Hangar 5 grant. The CITY shall advertise and procure appropriate professional services to administer and implement the project. The CITY'S designated staff shall coordinate design, review and provide written approval of the project plans and specifications, and recommend the apparent low bidder. The CITY shall keep all public records associated with the grant and make them available to the COUNTY at any time. The CITY, as the Airport owner, will accept and maintain the completed

fires suppression improvements once put into service. The COUNTY and CITY shall have the right to approve all contracts and design specifications.

5. **COMPREHENSIVE PLAN CONSISTENCY.** The COUNTY and CITY affirm that all activities, projects areas, and service areas are consistent with their (both) comprehensive plans.

6. **FACILITY OPERATION.** The CITY, upon final grant closeout, shall be responsible for operation and maintenance of the Airport facility.

7. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall be construed solely to benefit the parties hereto and no third person, corporation, or other legal entity shall ever have the right to bring action to enforce the terms hereof.

8. **AMENDMENT.** This Agreement may be amended only by written agreement of both parties. No employee or agent has the authority to waive or amend this Agreement.

9. **EFFECTIVE DATE.** This Agreement shall become effective when executed both by the COUNTY and CITY and shall run until such time as the grant closeout is approved by the appropriate agency.

In **WITNESS WHEREOF** the parties have hereunto set their hands and seals this date above written.

**COLUMBIA COUNTY, a political subdivision of
the State of Florida
BY ITS BOARD OF COUNTY COMMISSIONERS**

By: _____,
Chairman

Attest:

, Clerk of Court

LEGAL REVIEW: APPROVED AS TO FORM:

, Board Attorney

DATED this _____ day of _____, 2021

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

Approved as to form and legality:

By: _____
Audrey Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney



Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: Lake City, Florida
(Name of Local Government)

- | | |
|--|--|
| <input type="checkbox"/> Commercial Revitalization | <input type="checkbox"/> Housing Rehabilitation |
| <input type="checkbox"/> Neighborhood Revitalization | <input checked="" type="checkbox"/> Economic Development |

Federal Fiscal Year 2019

Application Due Date: Not Applicable

Mailing Address: Department of Economic Opportunity
Bureau of Community Revitalization
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
Fax: (850) 922-5609
Web: <http://www.floridajobs.org/SmallCitiesCDBG>

Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- ☒ **Part 1 – General Information**
- ☒ **Part 2 – Application Profile and General Scoring Criteria (Required)**
- ☒ **Part 3 – Sources and Uses of Non-CDBG Funds**
- ☐ **Part 4 – Commercial Revitalization**
- ☒ **Part 5 – Economic Development**
- ☐ **Part 6 – Housing Rehabilitation**
- ☐ **Part 7 – Neighborhood Revitalization**
- ☒ **Part 8 – Certification and Score Summary (Required)**
- ☒ **Part 9 –Supporting Documentation (Required)**
 - ☒ **Appendix A: Maps (Required)**
 - ☒ **Appendix B: Local Governing Body’s Resolutions for Signature Delegation and Application Submission (Required)**
 - ☒ **Appendix C: Comprehensive Plan Documents (Required)**
 - ☒ **Appendix D: Public Hearing/CATF Meeting Documentation (Required)**
 - ☒ **Appendix E: Leverage Documentation**
 - ☐ **Appendix F: Grant Application Preparation Cost Documentation**
 - ☐ **Appendix G: Readiness to Proceed Documentation**
 - ☐ **Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps**
 - ☐ **Appendix I: Documentation Related to Health and Safety Impact Score**
 - ☒ **Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements**
 - ☐ **Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)**
 - ☐ **Appendix L: Historic Preservation Documents**
 - ☒ **Appendix M: Special Designation Documentation**
 - ☒ **Appendix N: Documentation for Economic Development Applications**
 - ☐ **Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)**
 - ☐ **Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)**
 - ☒ **Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation**
 - ☐ **Appendix R:**

Part 2 – Application Profile and General Scoring Criteria

Application Profile
Table G-1

Local Government Contact Information:

Local Government Name: City of Lake City Florida		
Street Address 205 N Marion Avenue		
Mailing Address (if different): N/A		
City: Lake City	Zip Code: 32055	County: Columbia
Main Telephone: 386-752-2031	Main Facsimile: 386-719-5837	Federal ID Number: 59-6000352
DUNS Number: 020983110	Local Government's Name in DUNS: City of Lake City	

Chief Elected Official: Stephen M. Witt	Title: Mayor
Telephone: 386-755-2863	Facsimile: 386-752-4896
E-mail Address: helfenbergerj@lcfla.com	

Local Government Financial Officer: Audrey Sikes	Title: City Clerk
Telephone: 386-752-2031	Facsimile: 386-752-4896
E-mail Address: sikesa@lcfla.com	

Local Government Project Contact: Joseph Helfenberger	Title: City Manager
Street Address: 205 N. Marion Avenue	
City: Lake City	Zip Code: 32055
Direct Telephone: 386-515-2107	Facsimile: 386-752-4896
E-mail Address: helfenbergerj@lcfla.com	

Application Profile – Table G-1 (Continued)

Application Preparer Information		
Preparer's Name: Corbett Alday		Organization Preparing Application: <input checked="" type="checkbox"/> Local Government <input type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: 15000 Citrus Country Drive Suite 331		
City: Dade City	State: FL	33523
Telephone: 813-943-2627	Fax: 863-583-0357	
E-mail Address: corbett.alday@guardiancrm.com		

Consultant Information		
Consultant's Name: None yet.		<input type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address		
City: Dade City	State:	Zip Code:
Telephone:	E-mail Address:	

Demographics		
U.S. Congressional District Number: FL-002	Florida Senate District Number: 5	Florida House District Number: 10
Not applicable		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
<input type="checkbox"/> Commercial Revitalization (Part 4)	<input checked="" type="checkbox"/> Economic Development (Part 5)
<input type="checkbox"/> Housing Rehabilitation (Part 6)	<input type="checkbox"/> Neighborhood Revitalization (Part 7)

Application Profile – Table G-1 (Continued)

Citizen Participation – Public Hearings	
Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published: February 23, 21	List the date when the first public hearing was held: March 1, 2021
List the date that the public notice for the second public hearing was published: 7/10/2019	List the date when the second public hearing was held: May 17, 2021

Subgrant Funding Request:	
The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is \$1,500,000, and the cost per job created must be less than \$35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.	
LMI Population	Maximum Subgrant Request
1 – 499	\$600,000.00
500 – 1,249	\$650,000.00
1,250 – 3,999	\$700,000.00
4,000 – and above	\$750,000.00
Local Government's LMI Population: 5,225	Subgrant Funds Being Requested: \$ 1,500,000

Application Profile

Table G-1 (Continued)

Answer the following questions by clicking on the correct check box.		
Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Interlocal Agreement Will project activities require an interlocal agreement? If yes , the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: \$ _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

The roles of all Participating Parties, local governments, agencies, and other parties whose actions or participation are necessary for the project's success:

1. The City of Lake City is applying for \$1,500,000 in CDBG-ED funds to be used for fire suppression improvements to support the expansion of an Industrial Facility, located at the Lake City Gateway Airport in the unincorporated Columbia County. The new Hangar fire suppression system, the project, will serve an underserved rural area of Columbia County. The need for the hangar fire suppression improvements is required for the project due to the age of the facility and need to meet modern code. Construction is planned to begin within one year of award of the CDBG. The fire suppression improvements will be entirely within the Airport.
2. HAECO, Inc is the Participating Party/Grant Business Partner subject to the approval of Columbia County and FDEO. Commitments are contingent upon grant award and acceptance by the City. The Grant Business Partner would lease the job creation site. The site will be redeveloped refurbished with a fire suppression system so that HAECO can expand its operations at the Airport.
3. All jobs and investment claimed for points in this grant application will be new, not transferred from a prior location. The business development requires new job creation. The new jobs to be created by this project will generally be suited for persons with a high school education or less and will benefit primarily low-to-moderate income persons (LMI). The project will create a minimum of forty-three (43) new full-time equivalent jobs, of which a minimum of 22 (twenty-two) of these full-time equivalent positions will be held by persons from low-to-moderate income households, thus meeting the national objective. If more jobs are created as a result of the CDBG funded infrastructure, at least 51% of those new full-time equivalent positions will be made available to persons of LMI households. The types of jobs created by the expansion of HAECO will be light industrial.
4. Additional jobs may be created due to size of the project and demand for the services. Property and sales tax revenues are expected to be increased by these improvements. Spin off development is expected due to the location, access to utilities and new demands for goods and services from the HAECO expansion. HAECO will provide the staff training as needed for the project, including any LMI positions.
5. The County has requested \$1,500,000 in CDBG funds, which translates into \$34,833.72 per job created. These funds will be used for fire suppression upgrades at hangar 5 at the airport to provide additional space for HAECO operations.
6. The project is located within Columbia County. All necessary construction permits for the grant funded project will be obtained from the City and County as they may apply. The City and the County have approved an interlocal agreement on working together in the best interests of the grant. No other parties are required for the project to go forward and be successful other than those described in this narrative.
7. Tracking of job creation will continue until a cost per job of \$10,000 is reached or until on year following the completion of the CDBG funded infrastructure, whichever occurs first.

8. General Narrative Requirements:

a. counted for leverage:

ECONOMIC DEVELOPMENT ACTIVITIES	<u>CDBG Budget</u>	<u>LMI %</u>	<u>Participating Party Leverage Funds</u>	<u>Quantity</u>	<u>Street Locations</u>	<u>CDBG Budget</u>
Fire Suppression	\$1,220,000	51%	\$0	1 each	3526 W US 90	\$1,220,000
Administration	\$120,000	N/A	N/A	N/A	N/A	\$120,000
Engineering	\$160,000	N/A	N/A	N/A	N/A	\$160,000
TOTAL PROJECT	\$1,500,000	51%	\$0	N/A	N/A	\$1,500,000

The development will be located at the Lake City Gateway Airport, which is located at 3526 W US Highway 90 in Lake City, Columbia County. The City will construct the new fire suppression system at the project site. After construction, it will be City owned and maintained. Design would be as soon as the CENST environmental review exemption is clear and the construction can begin as soon as the design is complete and the environmental assessment release of funds.

- a. Describe any activities in which a portion of the construction will occur outside of the applicant's jurisdiction. All activities. An interlocal agreement with the County has been executed.
- b. Describe any impact that proposed DOT or county road construction will have on the proposed CDBG funded activity. None.
- c. The project is not within the 100-year Floodplain area. The County participates in the National Flood Insurance Program.
- d. No complementary activities are being undertaken.
- e. No removal of public building architectural barriers to handicapped persons is being paid for with CDBG funds.
- f. Economic Development grant income surveys will be conducted during the job application and hiring process.
- g. The City has a Community Development Plan.
- h. The project is in conformance with the comprehensive plan and current zoning is appropriate for HAECO.
- i. The HUD environmental review will commence at the time of application to be completed as early as possible.
- j. The County owns the land for the proposed fire suppression improvements.
- k. Significant jobs (100+) and spin off development and economic demand are expected from the overall project by the development of the HAECO expansion.
- l. The City operates and maintains the Airport.
- m. The approximate dates on start and finish of CDBG construction are March 2022-December 2022.
- n. The development will be located on Airport property, which is located at West US 90.
- o. The project is expected to increase the property and sales tax base with new industrial facilities that will utilize the hangar building with needed fire suppression.

General Scoring Criteria — Table G-3

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)		Score: <u>75.54</u>
2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) (Transfer this score to line 3a. of the Application Scoring Summary page.)		Score: <u>20</u>
<input checked="" type="checkbox"/> Rural Area of Opportunity (RAO)	<input type="checkbox"/> Rural Community as defined by §288.0656, F.S.	
<input type="checkbox"/> Area of Critical State Concern pursuant to §380.05, F.S.	<input type="checkbox"/> Florida Enterprise Zone pursuant to §290.0065, F.S.	
3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)		Score: <u>0</u>
4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)		
4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, score 10 points, or 4b. If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, score 5 points. (Transfer this score to line 3c. of the Application Scoring Summary page.)		Score: <u>0</u>
If applicable, list the date that the public notice for the CATF meeting was published: N/A	If applicable, list the date when the CATF meeting was held: N/A	

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)						
M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DEO for that subgrant and enter a score based on the achievement reported.						
Most Recent Administratively Closed Small Cities CDBG Contract Number:						
0 Amount Awarded to M/WBE firms	÷	0 Total Prime Contracts Amount	X 100 =	0 M/WBE %		
M/WBE %		Points		5a. M/WBE Contracting Score: <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> 0 (Maximum 20 points) </div>		
0.0 – 4.99%		0				
5.0 – 14.99%		5				
15.0 – 19.99%		10				
20.0 – 24.99%		15				
25.00%+		20				
If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.						
Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.						
Number of Permanent Full-time Equivalent Minority Applicant Employees 41	÷	Number of Permanent Full-time Equivalent Applicant Employees 233	=	Applicant's Percentage of Minority Employees 17.60		
Enter percentage of minorities in the applicant's county: 21.9%						
If the "Prorated 60 Points Score" is claimed, complete the following equation:						
Applicant's Percentage of Minority Employees 17.60	÷	Percentage of Minorities in Applicant's County 21.90	=	Applicant's Percentage of Minority Employees .8037	X 60 =	Points Claimed 48.30

If the applicant has three or less employees, 40 points may be claimed.		
5b. Local Government Minority Employment Score (60 Points Maximum):		<u>48.30</u>
6. Outstanding Performance in Fair Housing		
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.		
	Date	Score
6a. Date Fair Housing Ordinance Adopted:	<u>01/07/1988</u>	<u>5</u>
6b. Date of Fair Housing Workshop:	<u>3/4/21</u>	<u>5</u>
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):		<u>5</u>

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score: 58.30
 (Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
 (90 points maximum)

Part 3 – Sources and Uses of Non-CDBG Funds

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Table L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
		0	0	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Totals		\$ 0	0	
Total Funds Claimed for Leverage Scoring		\$ 0		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

Leverage Score Summary

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,249 or Less

$$\underline{\$0} \div \$1,000 = \underline{0} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,250 or More

$$\underline{\$0} \div \$2,000 = \underline{0} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for ED

$$\underline{\$0} \div \$10,000 = \underline{0} \text{ Points}$$

(125 Points Maximum)

Leverage Score: 0

(Transfer this score to line 3d. on the Application Scoring Summary page in Part 8.
25 Points Maximum for NR, HR, and CR. 125 Points Maximum for ED.)

Part 5 – Economic Development

Job Creation/Retention and LMI Benefit Impact Score

Table E-1

1. Average Cost per Beneficiary Score	
Cost per FTE job: (\$34,999 max.)	1a. $\frac{1,500,000}{43} = \$34,833$ Total CDBG funds requested ÷ Total # of FTE jobs created or jobs retained = Cost per FTE job
Enter points based on the following:	
\$ 1.00 - \$9,999.99	175 points
\$ 10,000.00 - \$19,999.99	160 points
\$ 20,000.00 - \$34,999.99	150 points
\$ 35,000.00 or more	Loss of funding reservation
1b. Enter Score: 150 (175 Points Maximum)	
2. Low-to-Moderate Income (LMI) Beneficiary Impact Score	
2a.	$\frac{22}{43} = 51.16\%$ Number of FTE jobs to be created/retained for LMI persons ÷ Total number of FTE jobs created/retained = % of jobs that are LMI
Enter points based on the following:	
0 to 50.99%	Loss of funding reservation
51% and above	0 points
Or If a national objective is to be attained under the provisions of 24 CFR Section 570.483(b)(4)(iv) or (v)	0 points
2b. Enter Score: 0 (0 Points Maximum)	

Job Creation/Retention and LMI Benefit Impact Score — Table E-1 (Continued)

3. Full-time Equivalent LMI Jobs Score	
3a. Number of hours to be worked on an annual basis by all created/retained LMI job employees <u>44,000</u> divided by 2,000 hours = <u>22</u> Total Number of FTE LMI jobs.	
Enter the points below based on the following number of FTE LMI jobs.	
Under 12 jobs	150 points
12-18 LMI jobs	160 points
19 or more LMI jobs	175 points
3b. Enter Score: <u>175</u> (175 Points Maximum)	

4. Unemployment Level Score	
Applicants (Cities and Counties) may score points if the most recent unemployment percentage for their County exceeds the most recent Seasonably Adjusted Unemployment percentage for the entire State by .01 or more. Locate the range below that reflects the most recent unemployment percentage above the applicant's county unemployment percentage and enter score.	
Under .1% Over State Unemployment Level	0 points
.1% to 1.0% Over State Unemployment Level	10 points
1.01% to 1.75% Over State Unemployment Level	15 points
1.76% to 2.50% Over State Unemployment Level	25 points
2.51% to 3.25% Over State Unemployment Level	35 points
3.26% to 4.0% Over State Unemployment Level	45 points
4.01% + Over State Unemployment Level	55 points
4a. Enter Score: <u>0</u> (55 Points Maximum)	

Other Community Development Activities

5. Economic Development Element of the Local Government's Comprehensive Plan Score	
<p>Has the local government adopted an Economic Development Element to its Comprehensive Plan in conformance with Chapter 163, F.S.?</p> <p><input type="checkbox"/> Yes (20 points) <input checked="" type="checkbox"/> No (0 points)</p> <p>If yes, include a copy of the Economic Development Element with the application and include evidence of adoption of the Element by the local government.</p> <p style="text-align: right; color: red;">5a. Score: <u>0</u> (20 Points Maximum)</p>	
6. Investment Ratio – For CDBG Loans Only	
<p>For projects where a loan is proposed, calculate the ratio of CDBG loan funds requested by each Participating Party to all eligible leverage funds. If the CDBG funds to be loaned to a Participating Party constitute more than 50% of the total funds to be invested by the Participating Party at the job creation location, the project cannot be funded.</p>	
Name of Participating Party: <u>N/A</u>	
6a. CDBG Funds Requested for a CDBG loan to a Participating Party (does not include requested CDBG administrative cost)	\$ <u>0</u>
6b. Total private funds to be spent at the job creation location by a Participating Party:	\$ <u>0</u>
6c. Private Investment Ratio carried to four decimal places	$6b \div 6a =$ <u>N/A</u>
<p>If 6c is .9999 or less, the application cannot be funded. If 6c is 1.0 or greater, the application can proceed through the review process.</p>	
<p><i>If proposing to offer a CDBG loan to more than one Participating Party, a separate calculation must be done for each Participating Party.</i></p>	

Total Funds Required for CDBG Project — Table E-2

	A	B	C	D	E	F	G
Activity #	Activity Name (If you wish to undertake an activity that is not listed below, contact the CDBG Program for assistance.)	RUS Engineering Table	CDBG Funds	Participating Party Leverage Funds	Public Leverage from Local & Non-Local Sources	Other Funds Required-Not Scored as Leverage	Total Funds Contributed to Project
17A	Acquisition (in Support of)	N/A	\$	\$	\$	\$	\$
17C	Building Construction	Table II	\$	\$	\$	\$	\$
04	Demolition of Vacant Dilapidated Buildings	N/A	\$	\$	\$	\$	\$
17B	Water Facilities (Treatment Plants, Tanks, Wells)	Table I	\$	\$	\$	\$	\$
17B	Water Lines	Table II	\$	\$	\$	\$	\$
17B	Sewer Facilities (Treatment Plants)	Table I	\$	\$	\$	\$	\$
17B	Sewer Lines (Lines and Lift Stations)	Table I	\$	\$	\$	\$	\$
17B	Fire Protection	XX	\$1,220,000	\$0	\$0	\$0	\$1,220,000
17B	Flood and Drainage	Table II	\$	\$	\$	\$	\$
17B	Street Improvements	Table II	\$	\$	\$	\$	\$
17D	Parking Facilities	Table II	\$	\$	\$	\$	\$
17C	Relocation of Utilities to Underground	Table II	\$	\$	\$	\$	\$
17B	Solid Waste Disposal	Table II	\$	\$	\$	\$	\$
08	Relocation	N/A	\$	\$	\$	\$	\$
17C	Rehabilitation of Commercial Buildings	Table II	\$	\$	\$	\$	\$
10	Removal of Architectural Barriers in Public Buildings	Table II	\$	\$	\$	\$	\$
18A	Direct Assistance to For Profits	As Applicable	\$	\$	\$	\$	\$
16B	Historic Rehabilitation and Preservation	Table II	\$	\$	\$	\$	\$

17D	ED Other – Describe Gas Main	Table II	\$0	\$0	\$0	\$0	\$0
18C	Micro-Enterprise Assistance	N/A	\$	\$	\$	\$	\$

Total Funds Required for CDBG Project — Table E-2 (Continued)

A (Non-CDBG Funds)	B	C	D	E	F	G
Initial Inventory (Start-Ups Only)	N/A	\$	\$	\$	\$	\$
Increase Inventory	N/A	\$	\$	\$	\$	\$
Non-Capitalized Tools and Equipment	N/A	\$	\$	\$	\$	\$
Other – Describe		\$	\$	\$	\$	\$
Totals (Columns C, D, E and F)		\$1,220,000	\$0	\$0	\$0	\$1,220,000
Total Funds Required to Complete CDBG Project (all sources); excluding Engineering & Administration, add columns C, D, E, & F						
Indicate the RUS Used and Enter Engineering Funds RUS Table Used: <input type="checkbox"/> I <input type="checkbox"/> II <input checked="" type="checkbox"/> Both Prorated						
Basic Fee		\$80,000	\$	\$	\$	\$80,000
Resident Inspection Fee		\$40,000	\$	\$	\$	\$40,000
Preliminary Engineering Fee		\$5,000	\$	\$	\$	\$5,000
Additional Engineering Services		\$35,000	\$	\$	\$	\$35,000
Total Engineering Fees by Source		\$160,000	\$	\$	\$	\$160,000
Enter Administrative Funds		\$120,000	\$	\$	\$	\$120,000
Totals by Source		\$1,500,000	\$0	\$0	\$1,500,000	\$1,500,000

Category Summary Score (1b+2b+3b+4a+5a): 325

(Transfer this score to line 3e. in the ED column on the Application Scoring Summary page – Part 8, page 4.)
(Cannot exceed 405 points.)

**Participating Party with an Existing Business
Current Employee and Jobs Documentation — Table E-3**

Participating Party: Not applicable

A	B	C	D	E	F
Job Titles of Jobs to be Retained	Total FTE Jobs Currently Existing	Total FTE Jobs to be Retained for LMI Persons	Hourly Pay Rate or Annual Pay Rate	Total Annual Payroll for This Job Title	Total Annual Payroll For Jobs Held by LMI Persons
Interior Technician	40		\$20hr	\$1,664,000	\$
Structures Technician	60		\$24hr	\$2,995,200	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
			\$	\$	\$
Totals:	100	0		\$4,659,200	\$

(Use additional sheets if necessary.)

Participating Party Jobs Creation Information

Table E-4

Name of Participating Party: _____

A	B	C	D	E	F	G
Job Titles of Jobs to be Created	Total FTE Jobs to be Created	Total FTE Jobs to Be Created for LMI Persons	Hourly Pay Rate or Annual Pay Rate	Total Annual Payroll for This Job Title	Total Payroll for Jobs Created for LMI Persons	Proposed Hiring Date Month/Year
Structures Technician	20	11	\$18hr	\$748,800.00	\$411,840.00	immediately
Interiors Technician	25	13	\$16hr	\$832,000.00	\$432,640.00	immediately
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
			\$	\$	\$	
Totals	45	24		\$1,580,800	\$844,4.00	

(Use additional sheets if necessary.)

ED Loan Narrative — Table E-5

If applying for an Economic Development subgrant and a loan will be made from the CDBG funds, provide the following information:

1. Specify the exact corporate, personal, or partnership name of the proposed borrower(s) and guarantor(s).			
2. Specify the amount of the CDBG loan request, the proposed interest rate, the proposed term of the loan, and the frequency and amount of payment. The interest rate may be no less than 5.5 percent per annum below the prime interest rate as of the date of the application, but in no case may be it less than 2.0 percent per annum.			
Loan Request: \$	Proposed Interest Rate: %	Proposed Term of Loan:	Frequency and Amount of Payment:
3. Specify the type and value of collateral offered and proposed lien or mortgage position of the CDBG loan.			
Type of Collateral:	Value of Collateral: \$	Proposed Lien or Mortgage Position:	
4. Specify below why a loan of CDBG funds to a Participating Party is necessary for the project to work. A declarative statement by the Participating Party or the local government is not adequate. A quantitative explanation must be provided that justifies the amount and terms of the CDBG loan based on:			
<ul style="list-style-type: none"> Filling a documented and quantified financial gap, or 			
<ul style="list-style-type: none"> Providing a funding mechanism to motivate a Participating Party to locate within an economically distressed area of the jurisdiction by paying the increased cost of locating to that distressed area, or 			
<ul style="list-style-type: none"> Creating a reasonable rate of return for a Participating Party when, without the infusion of CDBG funds, the rate of return is such that the Participating Party will not make the investment necessary for the job creation to occur, or 			
<ul style="list-style-type: none"> Providing a funding mechanism to “level the playing field,” from a cost perspective in a Participating Party’s decision to choose between locating in the local government’s jurisdiction and locating in another state. 			

Documentation Requirements

Submit the documentation, explained in the following pages, in the Supporting Documentation Section. If items are missing, the application will be returned to the applicant for resubmission. Documentation must be on the appropriate letterhead and signed by an individual authorized to make the commitment. Unsigned letters shall not serve as a letter of commitment. The following items, if applicable, must be included with an ED application. Please include a label at the top of each page of each document submitted using the titles displayed below.- Number the pages and indicate the page number where each of these items can be found.

	Documentation and Page Number
A. Local Government Commitment:	Appendix N
B. Local Government Cost Estimate:	Appendix N
C. Multi-Jurisdictional Activity Information:	Appendix J
D. Commitment of Non-CDBG Funds to be Spent by the Local Government:	N/A
E. Comprehensive Plan Conformance and Relevant Excerpts:	Appendix C
F. Initial Participating Party Commitments:	Appendix N
G. Business Plan:	Appendix N
H. Participating Party(s) Current Employee Information, if Applicable:	Page 23
I. Participating Party(s) Proposed New Job Creation Information:	Page 24
J. Financial Information for Participating Parties which are expanding or to whom a CDBG Loan Is Proposed:	N/A

Part 8 – Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
 - A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
 3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
 4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
 5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
 6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
 7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
 8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
 9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
 10. Has authorized the submission of this application by vote of the local governing body.
 11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
 12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Stephen M. Witt
Date:
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title:
Name of Firm or Agency:

Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: Columbia County			(For DEO Use Only) Application Number: _____			
Enter Type of Application: <input type="checkbox"/> Commercial Revitalization <input checked="" type="checkbox"/> Economic Development <input type="checkbox"/> Housing Rehabilitation <input type="checkbox"/> Neighborhood Revitalization						
Title/Score	Part	Page	CR	ED	HR	NR
1. Community-Wide Needs Score (250 Points Maximum)				75.54		
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)				58.03		
3. Program Impact:						
3a. Special Designation Score (20 Points Maximum)				20		
3b. Grant History Score (100 Points Maximum)				0		
3c. CATF Score (10 Points Maximum)				0		
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)				0		
3e. Category Summary Score				325		
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)				345		
4. Total Application Score (1+2+3f) (1000 Points Maximum)				478.57		
Less Penalties Assessed (For DEO Use Only)						
Final Score (For DEO Use Only)						

Part 9 –Supporting Documentation

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	Commercial Rehabilitation Policy (Required for all Commercial Revitalization Applications that will utilize CDBG funds to rehabilitate commercial buildings)
S	

Lake City/Columbia County

HAECO Project Site Map

Legend

- HAECO
- Hangar 3
- Hangar 5

