TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY of Palatka FLORIDA

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

TERRY K. SUGGS
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JASON L. SHAW, SR.
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

AGENDA
CITY OF PALATKA
February 25, 2016

CALL TO ORDER:

a. **Invocation** – The Reverend Sheila McCoy, Pastor; God's Manna Ministries
b. **Pledge of Allegiance**
c. **Roll Call**

APPROVAL OF MINUTES – 2/11/16

1. **PUBLIC RECOGNITION/PRESENTATIONS**
   a. **PROCLAMATION** – Black History Month – February, 2016 – African American Cultural Arts Council
   b. **PROCLAMATION** – Azalea Days – March 4 – 6, 2016 – Sam Deputy and Angela Murtagh, DPI
   c. **EMPLOYEE RETIREMENT** – Fire Capt. Ronnie Collier – 30 years of service
   d. **COMMUNITY PARTNER RECOGNITION** - Andrew & Madison Holesko, Passero Associates LLC
   e. **STUDENT OF THE MONTH – February, 2016** – Mayor Hill & Commissioner Borom

Amylie Watts	Browning Pearce Elementary School
Macy Gaskins	C. L. Overturf, Jr. 6th Grade Center
Aislyn Brothers	Children's Reading Center Charter School
John Johnson	E. H. Miller School
David Clift	James A. Long Elementary School
Alyssa Beasley	Jenkins Middle School (January)
Brent Richards	Jenkins Middle School (February)
Brayden Myers	Kelley Smith Elementary School
Noah Miller	Mellon Elementary School
Darryl Walker	Moseley Elementary School
Molly Parrish	Palatka High School
Michelle McGowan	Peniel Baptist Academy
Danaisha Cooper	Putnam Academy of Arts and Sciences
Jaycee Stackpole	Putnam Edge High School

2. **PUBLIC COMMENTS** – (limited to 3 minutes – no action will be taken on topics of discussion)

3. **CONSENT AGENDA**
   *a **Adopt Resolution No. 2016-12-13** authorizing the execution of Amendment #1 to FRDAP Project No. A16072 Grant Agreement for Riverfront Park Phase I
   *b. **Adopt Resolution No. 2016-12-14** authorizing the City Manager and City Clerk to execute and attest Passero Work Order #16-47EA in an amount not to exceed $60,000 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (100% FDOT REDI funded)
   *c. **Adopt Resolution No. 2016-12-15** authorizing reduction of the Code Enforcement fine/lien levied against 1519 High Street from $14,425 to $1,000 provided the fine is paid within 30 days of this action
   *d. **Adopt Resolution 2016-12-16** authorizing the issuance of Special Events Permit #16-12 for the 2016 BASS Bassmaster Elite Tournament, March 14 – 21; granting permission to serve/consume alcoholic beverages & exceed allowable noise levels; authorizing street closures, temporary banners and setting permit fees – Putnam County Chamber of Commerce, Applicant

3. **CONSENT AGENDA (Continued)**
   - ***e. Grant permission to exceed allowable noise levels** for 2016 Azalea Festival Mayor's Reception on 3/4/16 from 6 pm to 8 pm at the Bronson Mulholland House – City of Palatka, Applicant
   - ***f. Grant permission to exceed allowable noise levels for Special Events permit No. 16-16,** March of Dimes Walk for Babies, 4/9/16 from 6 am to 1 pm at Riverfront Park – Tammy Dygert, agent, MOD
   - ***g. Authorize closure of certain streets to vehicular traffic for Special Events Permit No. 16-03** – 5K Walk/run, 6/4/16 from 6:30 am to 11:30 am – Loretta Cribbs, Agent for Beck Automotive Group, Applicant

* 4. **CRA BUSINESS: RESOLUTION** reinstating the CRA Recruitment Grant Award for 211 St. Johns Avenue - Adopt

* 5. **RESOLUTION** accepting ranking of responses for RFQ 2016-01, Lobbyist Services for City of Palatka, and authorizing the City Manager to begin contract negotiations - Adopt

PUBLIC HEARINGS:

* 6. **ORDINANCE** amending Subpart B, Article II of City of Palatka Charter, Related Laws governing Palatka Gas Authority – 2nd Reading, Adopt

* 7. **ORDINANCE** amending Chapter 70 (Streets & Sidewalks) and Chapter 94 (Zoning) to allow pushcarts to operate in the Downtown District – 1st Reading

* 8. **REQUEST** to amend contract for purchase and sale between City of Palatka and Riverfront Development Group, LLC – Joseph C. "Corky" Diamond, Manager, Riverfront Development Group – ***tabled on 2/11/16 to a time certain of 2/25/16***

9. **CITY MANAGER & ADMINISTRATIVE REPORTS**

10. **COMMISSIONER COMMENTS**

11. **ADJOURN**

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

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

Upcoming Events:
March 4 – Azalea Festival Mayor's Reception
March 5 – 6 – Florida Azalea Festival
March 15 – Pension Boards Meet
April 9 – MOD Walk for Babies
May 27 – 30 – Blue Crab Festival
May 30 – City offices closed to observe Memorial Day

Board Openings:
Board of Zoning Appeals – 1 vacancy (at-large)
Planning Board – 1 Vacancy (at large)
Gas Authority Board – 1 Vacancy (at large)
Tree Committee – 1 Vacancy (at large)
BOCC Library Board – 1 vacancy (at large)
Code Enforcement Board – 1 vacancy (alternate)

CITY COMMISSION AGENDA ITEM

SUBJECT:

a. PROCLAMATION - Black History Month - February, 2016 - African American Cultural Arts Council - Shirley Edwards

b. PROCLAMATION - Azalea Days - March 4 - 7, 2016 - Sam Deputy & Angela Murtagh

c. COMMUNITY PARTNER RECOGNITION - Andrew & Madison Holesko, Passero Associates

d. EMPLOYEE RETIREMENT: Fire Capt. Ronnie Collier **-** 30 yrs of service

SUMMARY:

Community Partner Recognition:

Andrew Holseko of Passero Associates, LLC was instrumental in organizing a trip for a group of local teens that included: PHS boys and girls basketball players; PAL, Rock Fellowship, Boys to Men youth; and one foreign exchange student. The trip was made possible through Mr. Holesko and his son, Madison Holesko who is employed be the Orlando Magic. The Orlando Magic donated 50 tickets and the use of the Magic Express Bus. The City of Palatka fed the group during the trip. In addition to attending the game and participating with events on the big screen, the group got to go on the floor at half time and shake hands/high five the players as they entered the court. The City of Palakta is appreciative of the efforts of Mr. Andrew Holesko and Madison Holesko in making this trip possible.

Retirement - Fire Captain Ronnie W. Collier

Ronnie Collier was hired by Palatka Fire Department in 1986. He rose through the ranks quickly, becoming an engineer in 1990, lieutenant in 2004, and captain in 2006. He is a State certified firefighter/Paramedic, Fire Officer, Fire Inspector, and Fire Instructor.

The role of Captain comes with much and varied responsibility. The management of his shift, the discipline, efficiency, training, and performance of the members under his command are his responsibility, along with the conduct of the members of this shift, the cleanliness of the station(s), all personnel, supplies, apparatus, and the equipment assigned to his command on his tour of duty.

Ronnie has always been the “go to” guy at the Fire Department. If it was broken he could fix it, tell you how to fix it, or tell you why it shouldn’t be fixed. He has been awarded numerous “Firefighter of the Year” awards. For 30 years, he has been one of the biggest assets of the City of Palatka and the Palatka Fire Department, in particular.

He has no limits when it comes to compassion and enthusiasm for doing the job right or, as we would all say, Collier's Way! He has spent countless hours into the night and on his days off to take care of problems or just help out. He has ALWAYS been a 24/7, 365 days a year, dedicated Palatka Fire Department Leader, mentor, and a truly homegrown hometown hero. There will never be another Capt. Collier. We are grateful for his dedication and commitment to excellence.

RECOMMENDED ACTION:

ATTACHMENTS:

Description	Type
Proclamation - Black History Month	Presentation
Proclamation - Azalea Days	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	2/17/2016 - 11:00 AM

CITY OF PALATKA

Proclamation

WHEREAS, Dr. Carter G. Woodson, founder of the Association for the Study of Negro Life and History, initiated Negro History week in 1926, which grew into Black History Month during the 1970's; and

WHEREAS, Black History Month is so designated to recognize, honor and record the historical contributions and achievements made by Blacks in the Armed Forces, Architecture, Arts, Business, Civil Rights, Economics, Education, Entertainment, Exploration, History, Law, Literature, Medicine, Music, Politics, Science and Sports; and

WHEREAS, February is nationally designated as Black History Month, and is annually set aside for all Americans to focus on the significant role African Americans have played in our Country's history and in the shaping of our nation and culture; and

WHEREAS, the Palatka City Commission wishes to maintain and promote harmonious inter-cultural relations and highlight the rich ethnic and cultural diversity throughout the City of Palatka and Putnam County; and

WHEREAS, the Palatka City Commission recognizes the historical aspect of the presence and contribution of Blacks to the growth of our society. To recognize the contribution of Blacks to the history of Palatka and humankind, the 2016 Black History Month Theme, "Hallowed Grounds: Sites of African American Memories" asks us to reflect on the sites where African Americans have made history in order to retain and refresh the memories of our forbears' struggles for freedom and justice, and their belief in God's grace and mercy.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim the month of February, 2016 as

BLACK HISTORY MONTH

in the City of Palatka, Florida, and urge all citizens to join the Palatka City Commission in celebrating February as Black History Month each year, and to share in the spirit of the Month and take part in related activities that reflect the goals of Black History Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 25th day of February, in the Year of Our Lord Two Thousand and Sixteen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

Terrill L. Hill, MAYOR

CITY OF PALATKA

Proclamation

WHEREAS, on March 22, 1936, the Palatka Floral Committee held a local flower and plant show at the Ravine Gardens, which they named "The Azalea Festival" at the suggestion of Miss Susie Walton, a member of the Committee. Also on March 22, 1936, thousands of Shriners from all over the Southeastern United States participated in the first annual "All Florida Shrine Day" also held at the Palatka Ravine Gardens. This event as such a huge success, it returned to the Ravine Gardens the following year, and was held in conjunction with the Junior Chamber of Commerce's "Jaycees Day" and Southeastern Conference, also held at the Ravine Gardens; and

WHEREAS, in 1938, the Jaycees changed the name of their event to The Azalea Festival, again held at the Gardens in conjunction with "All Florida Shrine Day." The event included a beauty pageant, and on February 20, 1938, Miss Geraldine Meyer of St. Petersburg was chosen from a field of 10 contestants and crowned as the first Azalea Queen; and

WHEREAS, throughout the years, sixty-two women have been crowned Azalea Queen or Miss Azalea, as the title was come to be known. The pageant, a qualifier for the Miss Florida competition, has seen two of its queens crowned as Miss Florida, and one, Miss Tara Dawn Holland, was also crowned as Miss America in 1997; and

WHEREAS, throughout the years, the Jaycees Azalea Festival, always held in early March in conjunction with Shrine Day and the Azalea Queen pageant, grew and changed, and was held annually except for 3 years during WWII, and 6 years during the 1950's, until the Palatka Jaycees was disbanded, after the 1996 Azalea Festival; and

WHEREAS, In 1997, the Putnam County Scholarship Foundation took over sponsorship of the Festival, and kept the tradition of the festival through the 2003 festival season. In 2005 the Palatka Main Street Board of Directors trademarked the name and organized the 59th Annual Palatka Azalea Festival. The 2016 Palatka Azalea Festival, organized by Downtown Palatka Inc., marks the 70th Festival held, which makes it one of the oldest Festivals in Florida.

NOW, THEREFORE, I, Terrill L. Hill, together with the members of the Palatka City Commission, do hereby proclaim March 1st through 6th, 2016 as

70th ANNUAL FLORIDA AZALEA FESTIVAL DAYS

in the City of Palatka, and urge all citizens to take part in the planned events, fun and festivities of this, one of Florida's oldest and most time-honored festivals, and to thank its organizers, both past and present, for their hard work and contribution to our community's history and heritage.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 25th day of February, in the Year of Our Lord Two Thousand Sixteen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

PALATKA CITY COMMISSION

_____

By: Terrill L. Hill, MAYOR

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt Resolution No. 2016-12-13 authorizing the execution of Amendment No. 1 to FRDAP Project No. A16072 Grant Agreement for Riverfront Park Phase I

SUMMARY:
The City of Palatka was recently awarded a Florida Recreation Development and Acquisition Program (FRDAP) Grant and entered into Agreement A16072 for Riverfront Park Improvements. This project includes the construction of a canoe and kayak launch, picnic facilities, nature based playground and sidewalks.

The State has issued Amendment No.1 to address scriveners errors. The original grant agreement and amendment follow this summary. .

RECOMMENDED ACTION:
Adopt the resolution authorizing the execution of amendment Grant Amendment No. 1 for FRDAP project No. A16072 Grant Agreement for Riverfront Park Phase I

ATTACHMENTS:

Description	Type
Amendment No 1 Resolution	Resolution
Grant Amendment No 1	Backup Material
Grant Admin Agreement Resolution	Resolution
Grant Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	2/15/2016 - 9:20 AM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 10:39 AM

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF GRANT AMENDMENT NO. 1 FOR FRDAP PROJECT NO. A16072 FOR RIVERFRONT PARK PHASE I

WHEREAS, the City of Palatka and the Florida Department of Environmental Protection have entered in to a Florida Recreation Development and Acquisition Program (FRDAP) Grant Agreement A16072 for Riverfront Park Improvements (the Project);

WHEREAS, the State of Florida has requested an amendment to address scriveners errors; and

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

NOW THEREFORE, be it resolved that the Mayor, and City Clerk, are hereby authorized to execute and attest Amendment No. 1 for FRDAP Project No. A16072 for Riverfront Park Phase I.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of February, 2016.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

DEP AGREEMENT NO. A6072
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 16th day of October, 2015 between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the **City of Palatka**, (hereinafter referred to as "Grantee"), a local government, in furtherance of an approved public outdoor recreation project known as **Riverfront Park Phase I**, Project Number **A16072**, is hereby amended as follows:

- **Paragraph 3. FUNDING/CONSIDERATION/INVOICING** terms identified at D.i., and D. ii. a. and, D. ii. b. of the Agreement are hereby amended to correct a scrivener's error and to make clear the cost reimbursement terms of the Agreement.

Paragraph 3. D.i., and D. ii. a. and, D. ii. b. of the Agreement is hereby amended as follows:

3. FUNDING/CONSIDERATION/INVOICING:

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Salaries/Wages – The Grantee may be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees, as listed in **Attachment C**.

ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

a. Fringe Benefits – Shall be calculated at the rate up to 40% of direct salaries.

b. Indirect Cost – Shall be calculated at the rate of 15% of direct cost.

- **Paragraph 19. Insurance** of the Agreement is hereby amended as stated below to correct a scrivener's error and to make clear the Insurance requirements of the Grantee.

19. INSURANCE:
To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Grantee warrants and represents that it is self-funded for, or shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. The Grantee warrants and represents that it is self-funded for, or shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:

$300,000	Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable
$300,000	Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

If Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee, Grantee shall provide documentation of such self-funded insurance to the Department.

IN ALL OTHER RESPECTS, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

CITY OF PALATKA

By:_____
Title: *

Date:_____

_____
Grantee Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

_____
Tamika Bass, DEP Grant Manager

Approved as to form and legality:

11-18-2015
DEP Attorney

FEID No.: **59-6000401**

* Amendments with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A GRANT ADMINISTRATION CONTRACT WITH FRED FOX & ASSOCIATES IN THE AMOUNT OF $5,000 FOR FRDAP PROJECT NO. A16072 FOR RIVERFRONT PARK PHASE

WHEREAS, the City of Palatka and the Florida Department of Environmental Protection have entered in to a Florida Recreation Development and Acquisition Program (FRDAP) Grant Agreement A16072 for Riverfront Park Improvements (the Project);

WHEREAS, Fred Fox & Associates assisted the City in preparing the grant application and is qualified to administer the grant;

WHEREAS, Fred Fox & Associates have proposed to provide grant administration services in the amount of $5,000 for the Project;

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

NOW THEREFORE, be it resolved that the City Manager, and City Clerk, are hereby authorized to execute and attest the Agreement with Fred Fox & Associates for an amount not to exceed $5,000 for FRDAP Grant Administration.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 22nd day of October, 2015.

CITY OF PALATKA

BY:_____
Its Mayor

ATTEST:

_____
City Clerk

DEP AGREEMENT NO. A6072

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
AGREEMENT FOR FISCAL YEAR 2015-2016
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF PALATKA**, whose address is **201 North 2nd Street, Palatka, Florida 32177-3735** (hereinafter referred to as "Grantee"), a local government, in furtherance of an approved public outdoor recreation project known as **Riverfront Park Phase I**, Project Number **A16072**. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

In consideration of the mutual covenants contained herein and pursuant to Florida Statute, section 375.075, OUTDOOR RECREATION; FINANCIAL ASSISTANCE TO LOCAL GOVERNMENTS, and Florida Administrative Code, chapter 62D-5, the parties hereto agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in "**Attachment A**, **Grant Work Plan"**, including all attachments and exhibits named herein, which are attached hereto and incorporated by reference.

Administrative Forms and Reimbursement Forms referenced in this Agreement may be found at www.dep.state.fl.us/parks/oirs/ or by contacting the Department's Grant Manager.

Prior to commencement of project, the Grantee shall submit to Department for approval all documentation and completion of responsibilities listed on **"Attachment B, Commencement Documentation Checklist"** attached hereto and incorporated by reference. Upon satisfactory approval by the Department, the Department will issue written notice to Grantee to commence the project. Unless and until the Department issues written notice of approval authorizing Grantee to commence the project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which incurred during the commencement approval period.

Land owned by the Grantee, which is developed or acquired with grant funds shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public as stated in Florida Administrative Code, section 62D-5.059(1). Land under control other than by ownership of the Grantee, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. The project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

2. PERIOD OF AGREEMENT:

This Agreement shall become effective upon execution by both parties and the Grantee shall complete development of the project site by **April 30, 2018** and shall remain in effect until, inclusive.

3. FUNDING/CONSIDERATION/INVOICING:

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost pursuant to FRDAP guidelines regarding approved pre-agreement costs, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of State funds, hereby adopted and incorporated by reference.

A. As consideration for satisfactory performance rendered by the Grantee under FRDAP guidelines and the terms of this Agreement, the Department shall pay the Grantee on a reimbursement basis up to a maximum of **$50,000.00**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of program funds. Grant awards are contingent upon appropriation by the Legislature. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee**.**

B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.

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C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, "Payment Request Summary Form"**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and/or pursuant to the FRDAP guidelines.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:

i. Salaries/Wages – List personnel involved, salary rates and hours spent on the project in accordance with **Attachment A, Grant Work Plan**. The Grantee shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees.

ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.

a. Fringe Benefits – Shall be calculated at the rate up to **40%** of direct salaries. Actual costs not to exceed the budget amount identified in **Attachment A**. Shall not be reimbursed under this Agreement.

b. Indirect Cost – Shall be calculated at the rate of **15%** of direct cost. Shall not be reimbursed under this Agreement.

iii. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed-price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.

b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified herein. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.

iv. Rental/Lease of Equipment – Include copies of invoices or receipts to document charges.

E. In addition to the invoicing requirements contained herein, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.

F. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The

Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. 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 Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department 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 Grantee to the date repayment is made to the Department by the Grantee.

G. If the total cost of the project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. <u>ANNUAL APPROPRIATION</u>:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. <u>REPORTS</u>:

A. The Grantee shall utilize **Attachment E, "Project Status Report"**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. <u>RETAINAGE</u>:

The Department shall retain ten percent of the grant until the Grantee completes the project and the Department approves the completion documentation, pursuant to FRDAP requirements and additionally set forth in paragraphs 62D-5.058(6)(g) and (7)(d), Florida Administrative Code.

7. <u>INDEMNIFICATION</u>:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. <u>DEFAULT/TERMINATION/FORCE MAJEURE:</u>

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.

C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.

D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department 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. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure 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 Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. <u>REMEDIES/FINANCIAL CONSEQUENCES</u>:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

A. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee

shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

B. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

A. In addition to the requirements contained herein, the Grantee shall comply with the applicable provisions contained in **Attachment F, "Special Audit Requirements"**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed

subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee 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 Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. SIGNAGE:

Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

15. LOBBYING PROHIBITION:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

16. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal and state laws, and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal and state laws, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all

subcontracts issued as a result of this Agreement.

17. 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, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

18. CONTACTS:

Any and all notices required by this Agreement shall be delivered to the parties at the following addresses:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is:

Tamika Bass	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	850/245-2501
Fax No.:	N/A
E-mail Address:	tamika.bass@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is:

Mr. Jonathan Griffith	
Special Projects Coordinator	
City of Palatka	
201 North 2nd Street	
Palatka, Florida 32177-3735	
Telephone No.:	386-329-0100
Fax No.:	386-329-0106
E-mail Address:	jcgriffith@palatka-fl.gov

19. INSURANCE:

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be $200,000 each individual's claim and $300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:

$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than $300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan.** Questions concerning required coverage should be directed to the U.S. Department of Labor (http://www.dol.gov/owcp/dlhwc/lscontac.htm) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

20. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

21. UNAUTHORIZED EMPLOYMENT:

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

22. EQUIPMENT:

Reimbursement for equipment purchases is not authorized under the terms and conditions of this Agreement.

23. CHANGE ORDERS:

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget, shall require formal Amendment to this Agreement.

24. QUALITY ASSURANCE:

FRDAP funds will not be used for environmentally-related measurements or data generation on land under control of Grantee, which is being developed pursuant to this Agreement. The Grantee and subcontractors are exclusively responsible for quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives. All sampling and analyses performed under the direction of Grantee or subcontractor must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.).

Grantee and subcontractors are solely responsible for the quality assurance practices, compliance, reporting, negligence or wrongful acts of its employees and agents regarding the environmentally-related measurements, sampling, analyses and/or data generation on land developed pursuant to this Agreement. NOTE: "Sample" refers to samples that have been either collected or analyzed on land developed pursuant to this Agreement.

25. 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.

B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., 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. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. LAND ACQUISITION: {The following provisions shall be included in all Agreements for Development when Grantee has an interest and/or right to real property where development will occur using FRDAP grant funds.}

Grantee has acquired an interest and/or right to real property, described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement. The following language shall be included in a Lease and/or other legal instrument regarding the Grantee's interest and/or right to real property. Any applicable recording fees are the sole responsibility of the Grantee:

> "Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions contained in a certain Grant Award Agreement (DEP Agreement No. **A6072**), which is attached hereto as Exhibit ___ and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the interests and/or rights to the Property in perpetuity and be binding upon Grantee and all successive owners

(and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of _____County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent Lease or other written legal instrument by which Grantee transfers or conveys interest and/or rights or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants. Grantee further agrees to give written notice to DEP of a change or transfer of any interest in the Property at least 20 calendar days prior to the date of such change or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. **A6072**, the total funding amount paid by the State of Florida, and the Department's Grant Manager's name."

If for any reason the above language is not incorporated into the Lease or legal instrument by which the Grantee obtained an interest and/or rights to the Property, the Grantee shall execute a separate Declaration of Restrictive Covenant (using a template obtained from the Department of Environmental Protection) that shall run with the interest and/or rights to the Property. Requests for the Declaration of Restrictive Covenant template shall be directed to the DEP Office of General Counsel, Institutional Control Attorney, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Prior to recording, such Declaration of Restrictive Covenant shall be reviewed, approved, and counter-signed by the Department. Any applicable recording fees are the sole responsibility of the Grantee.

27. PHYSICAL ACCESS AND INSPECTION:

Department has the right to inspect the project and any and all records related thereto at any reasonable time. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

28. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two or more 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 e-mail 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.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws 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. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF PALATKA

By:_____
Title: *

Date:_____

_____
Grantee Attorney

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

_____
Tamika Bass, DEP Grant Manager

Approved as to form and legality:

_____
DEP Attorney

FEID No.: **59-6000401**

* Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (2 Pages)
Attachment	B	Commencement Documentation Checklist (2 Pages)
Attachment	C	Payment Request Summary Form (2 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Project Status Report (2 Pages)
Attachment	F	Special Audit Requirements (5 Pages)

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt resolution 2016-12-14 authorizing the City Manager and City Clerk to execute and attest Passero Work Order 16-47EA in an amount not to exceed $60,000 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (100% FDOT REDI funded)

SUMMARY:
On August 21, 2014 the FAA provided a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport . Many of the trees are inaccessible to heavy equipment and located within wetlands. The scope of the project includes the removal of obstructions (trees) and mitigation of the affected wetland areas. The intent is to make these areas more accessible to routine mowing and maintenance to prevent future obstructions. This is multi-phased project with two sources of funding. This phase of the project is 100% FDOT funded. A second funding source is being sought from FAA to increase the scope of the removal.

The Passero Work Order covers the preparation of an Environmental Assessment (FAA-EA Form) for both on-airport and off-airport obstruction (tree) removal. The intent of this project is to address the immediate obstructions as it relates to aviation safety. In addition, the project will work to address previous wetland impact mitigation and to eliminate the need for future obstruction removal and wetland impacts.

RECOMMENDED ACTION:
Adopt a resolution authorizing the City Manager and City Clerk to execute and attest Passero Work Order 16-47EA in an amount not to exceed $60,000 for obstruction/tree removal and mitigation at the Palatka Municipal Airport (100% FDOT REDI funded)

ATTACHMENTS:

Description	Type
Resolution approving WO 16-47	Resolution
Passero WO 16-47EA	Backup Material
CCNA Form	Backup Material
JPA	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	2/15/2016 - 9:48 AM 2/15/2016 - 11:01

RESOLUTION No. 2016

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF PASSERO & ASSOCIATES WORK ORDER # 16-47EA IN AN AMOUNT NOT TO EXCEED $60,000 FOR OBSTRUCTION/TREE REMOVAL AND MITIGATION AT THE PALATKA MUNICIPAL AIRPORT (100% FDOT REDI FUNDED)

WHEREAS, on 1/28/16 the Palatka City Commission (the **City**) adopted Resolution No. 2016-12-06 entering into a Joint Participation Agreement with the Florida Department of Transportation in the amount of $62,000, identified as F.P. Number 4438052-1-94-16 to fund 100% of the Environmental Assessment for airport obstruction removal (the **Project**), and

WHEREAS, on 2/10/2011 the Palatka City Commission (the **City**) entered into a contract with Passero & Associates, for master consulting services for the Palatka Municipal Airport (Kay Larkin Field); and

WHEREAS, Passero Associates, the City's designated Airport Engineers, has proposed work order # 16-47EA in an amount not to exceed $62,000 for the preparation of an Environmental Assessment (FAA-EA Form) for the **Project**; and

WHEREAS, the **City** deems it reasonable and necessary to enter into a Supplemental Agreement with Passero & Associates for the said **Project**.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 14-45 in an amount not to exceed $96,500 for the architectural/engineering design, stormwater permitting, topographic survey, geotechnical investigation & bidding assistance for hangar additions and building projects.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of February, 2016.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

City of Palatka

Palatka Municipal Airport

Environmental Assessment (FAA - EA Form), Permitting and Mapping of Obstruction (Tree) Removal and Wetland Mitigation Plan

by

Passero Associates, LLC

(PA Project No. 24000010.47EA)

Work Order 16-47EA

Environmental Assessment (FAA - EA Form), Permitting and Mapping of Obstruction (Tree) Removal & Wetland Mitigation Plan

Palatka Municipal Airport (28J)

PASSERO ASSOCIATES, LLC (PA, Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement (dated February 10, 2011) with the City of Palatka (Client, City), all of which terms and conditions are incorporated herein by reference:

Project Location: Palatka Municipal Airport (28J), Palatka, Florida.

Project Description: Prepare and provide an abbreviated environmental assessment (EA Form, provided by FAA), SJRWMD permitting and mapping of obstruction (tree) removal and wetland mitigation plan for both On-Airport and Off-Airport Obstruction (Tree) Removal on the East and Southwest sections of Runway 9-27, which is anticipated to require a modification only to an existing SJRWMD Permit.

Scope of Basic Services: Prepare and provide an Environmental Assessment (FAA - EA Form) of obstruction (tree) removal for both on-airport and off-airport obstruction (tree) removal. (See Attachment A-1: Scope of Work, Basic Services.)

Scope of Special Services: SJRWMD Permitting, Wetland Mitigation Plan, and Aerial Mapping (of trees).

Client Manager: Terry K. Suggs, City Manager.

Client Project Coordinator: Jonathan Griffith, Project Manager.

PA Program Manager: Andrew Holesko, CM.

PA Project Manager: Matt Singletary, PE.

Basic Services Compensation and Method of Payment:	Not-to-Exceed	$ 30,000.00
Special Services Compensation and Method of Payment:	Not-to-Exceed	$ 30,000.00
Total Project Cost:	Not-to-Exceed	$ 60,000.00

Schedule: To be determined.

Meetings: As needed and directed by the City.

Deliverables:
1. Environmental Assessment (EA Form) of obstruction (tree) removal, meeting FAA requirements.
2. Preparation of a Wetland Mitigation Plan and Supporting Documentation for (Modified) SJRWMD Permit.
3. Aerial Mapping of Tree / Obstruction areas.

Consultant – Passero Associates, LLC

BY: _____
Andrew M. Holesko, Vice President
Typed Name (Title)

ATTEST BY: _____

Print Name: MATT SINGLETARY

Dated: 1/26/2016

Client - The City of Palatka

BY: _____
Terry K. Suggs, City Manager
Typed Name (Title)

BY: _____
Terrill L. Hill, Mayor
Typed Name, (Title)

ATTEST BY: _____

Print Name: _____

Dated: _____

ATTACHMENT A-1

Scope of Work

Environmental Assessment (FAA - EA Form), Permitting and Mapping of Obstruction (Tree) Removal & Wetland Mitigation Plan

Palatka Municipal Airport (28J), Palatka, Florida

I. Project Description

Prepare and provide an environmental assessment (EA Form), SJRWMD permitting and aerial mapping of obstruction (tree) removal and mitigation strategies for both On-Airport and Off-Airport Obstruction (Tree) Removal on the East and Southwest sections of Runway 9-27, which is anticipated to require a modification only to an existing SJRWMD Permit.

II. Basic Services

Passero Associates (Consultant) will provide the following Basic and Special Services to assist the City of Palatka (City):

A. Environmental Assessment (EA Form)

1. Prepare an EA Form (assessment) of on- and off-airport tree / obstruction removal areas, following the specific format provided by the FAA – Orlando ADO staff.
2. *"The purpose of an EA is to determine whether a proposed action has the potential to significantly affect the human environment (see FAA Order 1050.1F, Paragraph 4-3 for more information on determining significance). An EA is a concise public document that briefly provides sufficient evidence and analysis for determining whether to prepare an Environmental Impact Statement (EIS) or a Finding of No Significance (FONSI). An EA, at a minimum, must be prepared when the proposed action does not normally require an EIS (see Paragraph 3-13, Actions Normally Requiring an Environmental Impact Statement)."*
3. Note: The completion of the EA Form will allow the FAA to be able to provide funding for the actual removal of the trees (obstructions) later in CY 2016.

B. Special Service - Permitting Determination

1. Conduct an Endangered and Threatened (E&T) Species walk-over of the project area.
2. Review St. Johns River Water Management District Handbook: "Regulation of Stormwater Management Systems" for applicability to project. Note: It is expected that this project will not require a new "Standard General Environmental Resource Stormwater Permit." A modification to an existing permit (of similar scope and area) is planned.
3. Meet with SJRWMD staff (as needed) to review project requirements.
4. Prepare a complete modification to an existing SJRWMD permit.

C. Special Service - Wetland Mitigation Plan

1. It is a known fact that the trees / obstructions are located within state and federally-protected wetlands. Therefore, in conjunction with Task B (above), a wetland mitigation plan will be prepared.

D. Special Service - Aerial Mapping

1. To determine the specific height and location of the trees / obstruction, an updated aerial map / survey will be created.

E. Grants Administration Phase (Support to the City)

1. Passero staff will assist the City in compiling and submitting all necessary grant initiation and grant/project closeout documents required by the FAA and FDOT, as needed.
2. Assist the City in the preparation of quarterly reports for submission to the FAA, as needed.

III. Special Services (Other)

1. Other than specified above, this project does not include any additional basic or special services. For example, the project does not include the following:
    - Any Additional Permitting (with agencies other than the SJRWM and US Army Corps of Engineers.)
    - Preparation of specific Design, Construction Plans, and / or Specifications.
    - Other special services (such as detailed environmental studies, permitting, traffic study or other, etc.) that may be required, outside of this scope of work.

2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from Airport / City archives. Passero is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Work.

NOTES:

1. ROUGH GRADING WITHIN THE PROPOSED CLEARING & GRUBBING AREA SHALL PROVIDE A RELATIVELY-SMOOTH, MOWABLE SURFACE AND ACCOMPLISH THE FOLLOWING:

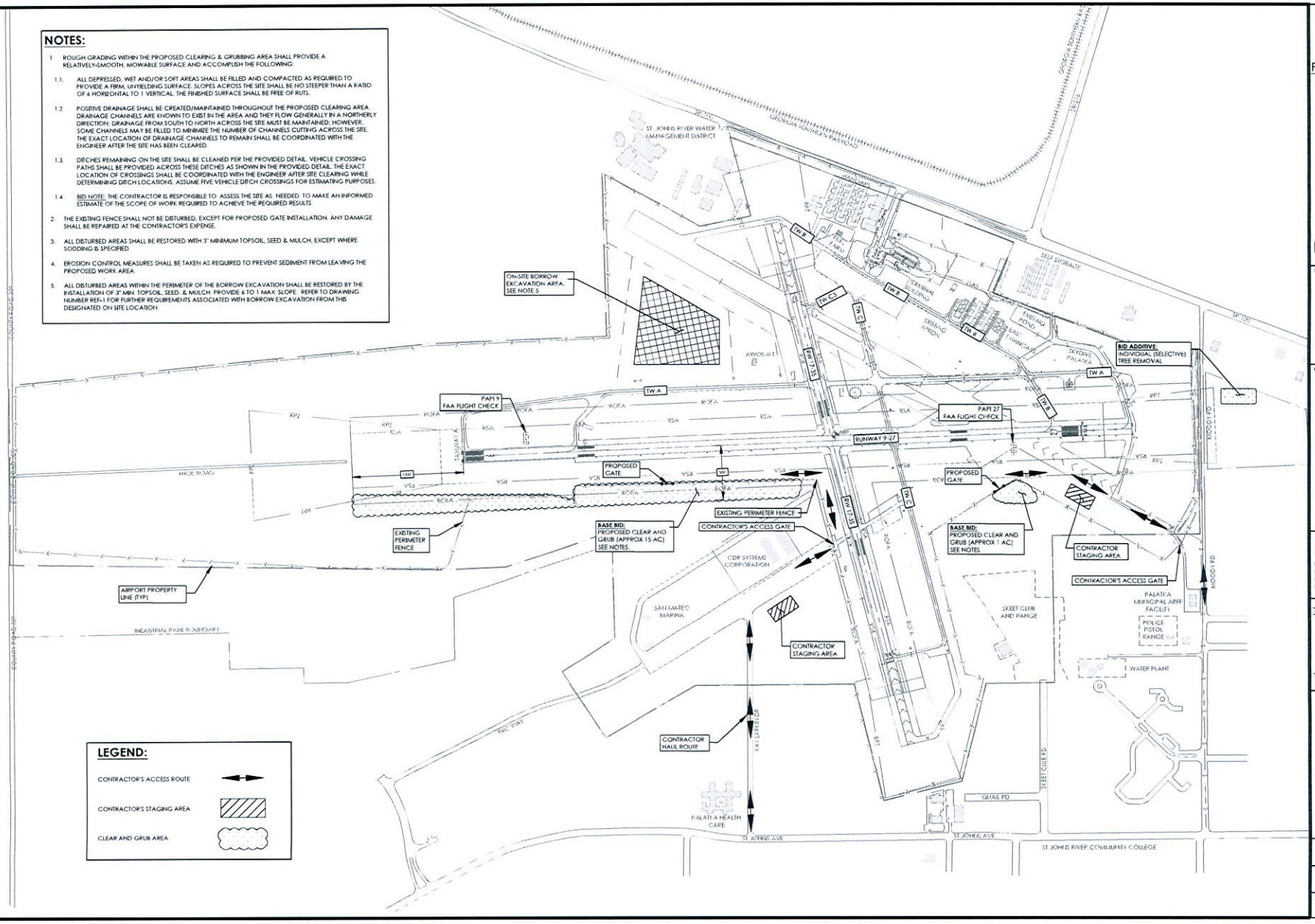
   1.1. ALL DEPRESSED, WET AND/OR SOFT AREAS SHALL BE FILLED AND COMPACTED AS REQUIRED TO PROVIDE A FIRM, UNYIELDING SURFACE. SLOPES ACROSS THE SITE SHALL BE NO STEEPER THAN A RATIO OF 6 HORIZONTAL TO 1 VERTICAL. THE FINISHED SURFACE SHALL BE FREE OF RUTS.

   1.2. POSITIVE DRAINAGE SHALL BE CREATED/MAINTAINED THROUGHOUT THE PROPOSED CLEARING AREA. DRAINAGE CHANNELS ARE KNOWN TO EXIST IN THE AREA AND THEY FLOW GENERALLY IN A NORTHERLY DIRECTION; DRAINAGE FROM SOUTH TO NORTH ACROSS THE SITE MUST BE MAINTAINED; HOWEVER, SOME CHANNELS MAY BE FILLED TO MINIMIZE THE NUMBER OF CHANNELS CUTTING ACROSS THE SITE. THE EXACT LOCATION OF DRAINAGE CHANNELS TO REMAIN SHALL BE COORDINATED WITH THE ENGINEER AFTER THE SITE HAS BEEN CLEARED.

   1.3. DITCHES REMAINING ON THE SITE SHALL BE CLEANED PER THE PROVIDED DETAIL. VEHICLE CROSSING PATHS SHALL BE PROVIDED ACROSS THESE DITCHES AS SHOWN IN THE PROVIDED DETAIL. THE EXACT LOCATION OF CROSSINGS SHALL BE COORDINATED WITH THE ENGINEER AFTER SITE CLEARING WHILE DETERMINING DITCH LOCATIONS. ASSUME FIVE VEHICLE DITCH CROSSINGS FOR ESTIMATING PURPOSES.

   1.4. BID NOTE: THE CONTRACTOR IS RESPONSIBLE TO ASSESS THE SITE AS NEEDED TO MAKE AN INFORMED ESTIMATE OF THE SCOPE OF WORK REQUIRED TO ACHIEVE THE REQUIRED RESULTS.

2. THE EXISTING FENCE SHALL NOT BE DISTURBED, EXCEPT FOR PROPOSED GATE INSTALLATION. ANY DAMAGE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. ALL DISTURBED AREAS SHALL BE RESTORED WITH 3" MINIMUM TOPSOIL, SEED & MULCH, EXCEPT WHERE SODDING IS SPECIFIED.
4. EROSION CONTROL MEASURES SHALL BE TAKEN AS REQUIRED TO PREVENT SEDIMENT FROM LEAVING THE PROPOSED WORK AREA.
5. ALL DISTURBED AREAS WITHIN THE PERIMETER OF THE BORROW EXCAVATION SHALL BE RESTORED BY THE INSTALLATION OF 3" MIN. TOPSOIL, SEED, & MULCH. PROVIDE 4 TO 1 MAX. SLOPE. REFER TO DRAWING NUMBER REF-1 FOR FURTHER REQUIREMENTS ASSOCIATED WITH BORROW EXCAVATION FROM THIS DESIGNATED ON-SITE LOCATION.



PASSERO ASSOCIATES

Engineering • Architecture

www.passero.com

400' 0 400'

BID SET

Stamp:

Client:

City of Palatka

201 North 2nd Street

Palatka, FL 32177

Passero Associates

Principal-in-Charge: Andrew Holesko
Project Manager: Matt Singletary, P.E.
Designed by: Matt Singletary, P.E.
Designed by: Mark Jason, E.I.T.

Revisions

No.	Date	By	Description

GENERAL PLAN

On-Airport Obstruction (Tree) Removal

Palatka Municipal Airport

Town/City: Palatka

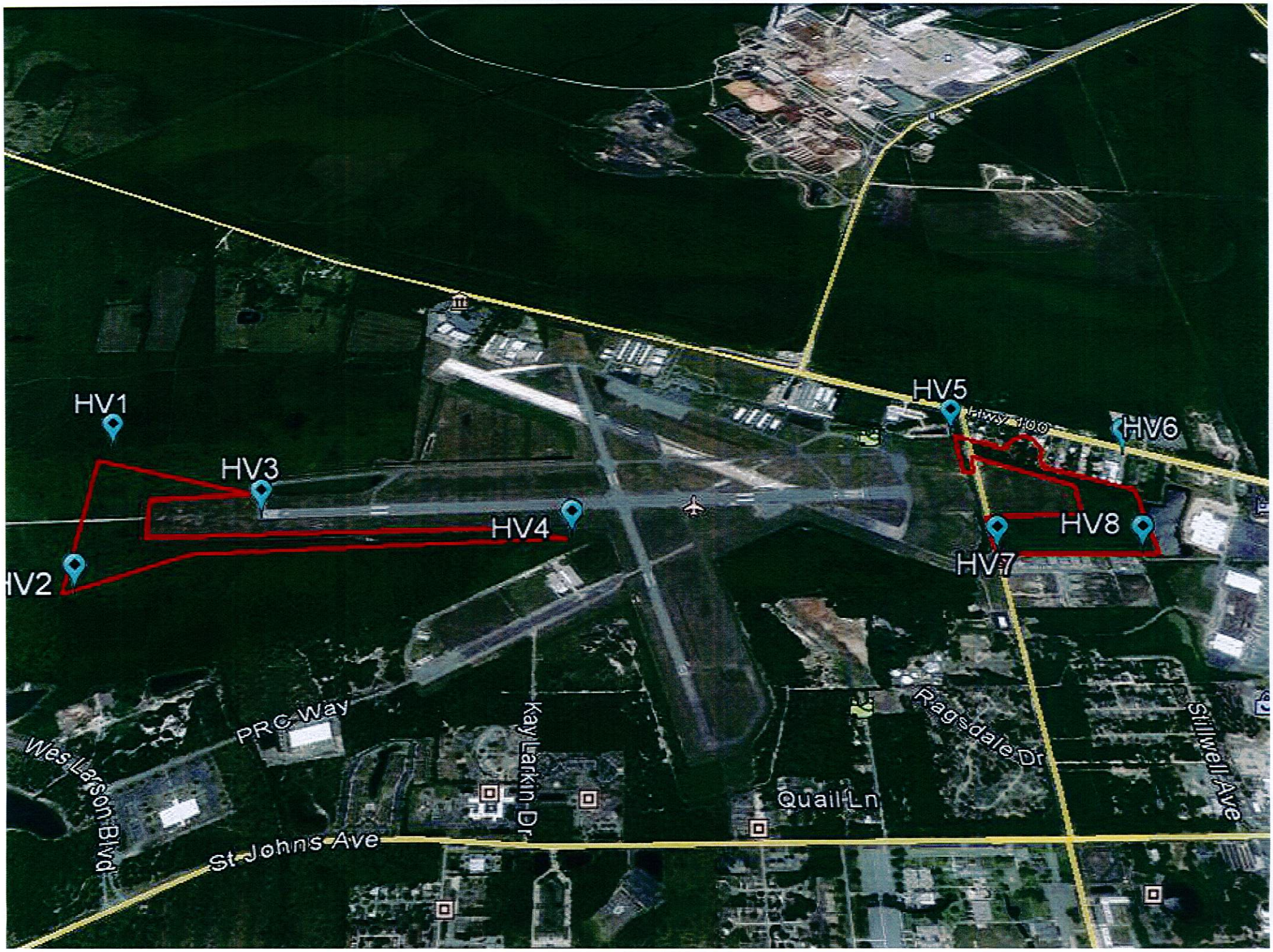
County: Putnam State: Florida

Project No. 24000010.0047

Drawing No. 3

Date May, 2015

Drawing name: \\passero2008\fords projects\Active Projects\2004\24010 - PALATKA\24010.47 - On-Airport Obstruction (Tree) Removal\Drawings\Area24010.47_03_General Plan.dwg GENERAL PLAN May 26, 2015 9:33am by: mjason


HV1
HV2
HV3
HV4
HV5
HV6
HV7
HV8
Hwy 100
PRC Way
Wes Larson Blvd
Kay Larkin Dr
Ragsdale Dr
Quail Ln
Stillwell Ave
St Johns Ave

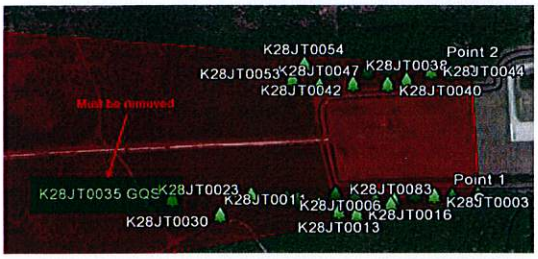
The penetrations below for R09/27 need to be mitigated in order to keep from having Procedure N/A at night. Both R09 and R27 have Glidepath Qualification surface penetrations that will need to be removed. Provide the Eastern Flight Procedures Team with information on how the tree/obstructions were mitigated. Use column "A" to indicate how the obstruction was mitigated. See example below.

Example

Status (Mitigated)	Description	Obs Number	Penetration	Eff MSL	MSL	Vert Acc	Trees	AAO	Marked/Lit	Lat	Lon	Horiz Acc	Dist C/l	Offset Dist
Remove or marked and lighted, Trimmed or VGSI mitigation option if approved by Flight Sandards. If Trimmed, then you will need to provide the Site Elevation, the AGL elevation of the remaining tree and provide the accuracy level of at least 1A (3' Vertical, 20' Horizontal or better.). Alternate is to indicate that no action taken.														

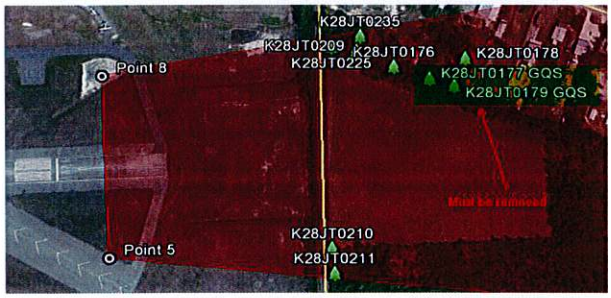
K28J 20:1 obstruction Issues that need to be addressed.

Status	Description	Obs Number	Penetration	Eff MSL	MSL	Vert Acc			Marked/Lit	Lat	Lon	Horiz Acc	Dist C/l	Offset Dist
	28J R09 20:1 surface penetration													
	TREE	K28JT0044	48.69 ft	93.00 ft	93.00 ft	20.00 ft	---	---	No	29°39'31.870" N	081°42'05.140" W	50 ft	0.07 NM	0.07 NM
	TREE	K28JT0001	48.34 ft	87.00 ft	87.00 ft	20.00 ft	---	---	No	29°39'31.740" N	081°42'03.850" W	50 ft	0.05 NM	0.06 NM
	TREE	K28JT0037	45.74 ft	79.00 ft	79.00 ft	20.00 ft	---	---	No	29°39'31.850" N	081°42'02.630" W	50 ft	0.04 NM	0.06 NM
	TREE	K28JT0041	42.26 ft	99.00 ft	99.00 ft	20.00 ft	---	---	No	29°39'32.080" N	081°42'07.970" W	50 ft	0.11 NM	0.07 NM
	TREE	K28JT0081	39.49 ft	80.00 ft	80.00 ft	20.00 ft	---	---	No	29°39'24.140" N	081°42'03.860" W	50 ft	0.06 NM	0.06 NM
	TREE	K28JT0003	38.33 ft	84.00 ft	84.00 ft	20.00 ft	---	---	No	29°39'24.150" N	081°42'05.030" W	50 ft	0.08 NM	0.06 NM
	TREE	K28JT0043	34.91 ft	98.00 ft	98.00 ft	20.00 ft	---	---	No	29°39'31.870" N	081°42'09.400" W	50 ft	0.13 NM	0.07 NM
	TREE	K28JT0038	33.36 ft	85.00 ft	85.00 ft	20.00 ft	---	---	No	29°39'31.280" N	081°42'06.770" W	50 ft	0.10 NM	0.06 NM
	TREE	K28JT0083	31.61 ft	90.00 ft	90.00 ft	20.00 ft	---	---	No	29°39'23.630" N	081°42'07.890" W	50 ft	0.12 NM	0.07 NM
	TREE	K28JT0004	30.76 ft	82.00 ft	82.00 ft	20.00 ft	---	---	No	29°39'24.250" N	081°42'06.300" W	50 ft	0.09 NM	0.06 NM
	TREE	K28JT0005	30.13 ft	93.00 ft	93.00 ft	20.00 ft	---	---	No	29°39'23.900" N	081°42'08.920" W	50 ft	0.13 NM	0.06 NM
	TREE	K28JT0028	26.92 ft	60.00 ft	60.00 ft	20.00 ft	---	---	No	29°39'24.250" N	081°42'02.180" W	50 ft	0.04 NM	0.06 NM
	TREE	K28JT0014	24.29 ft	93.00 ft	93.00 ft	20.00 ft	---	---	No	29°39'24.170" N	081°42'10.260" W	50 ft	0.15 NM	0.06 NM
	TREE	K28JT0006	23.30 ft	81.00 ft	81.00 ft	20.00 ft	---	---	No	29°39'23.960" N	081°42'07.750" W	50 ft	0.12 NM	0.06 NM
	TREE	K28JT0047	22.46 ft	100.00 ft	100.00 ft	20.00 ft	---	---	No	29°39'30.940" N	081°42'12.630" W	50 ft	0.18 NM	0.06 NM
	TREE	K28JT0013	21.30 ft	95.00 ft	95.00 ft	20.00 ft	---	---	No	29°39'23.200" N	081°42'11.340" W	50 ft	0.17 NM	0.07 NM
	TREE	K28JT0040	20.75 ft	78.00 ft	78.00 ft	20.00 ft	---	---	No	29°39'31.040" N	081°42'08.030" W	50 ft	0.11 NM	0.05 NM
	TREE	K28JT0042	19.49 ft	87.00 ft	87.00 ft	20.00 ft	---	---	No	29°39'31.060" N	081°42'10.360" W	50 ft	0.15 NM	0.06 NM
	TREE	K28JT0010	16.58 ft	91.00 ft	91.00 ft	20.00 ft	---	---	No	29°39'24.260" N	081°42'11.560" W	50 ft	0.17 NM	0.06 NM
	TREE	K28JT0016	13.46 ft	82.00 ft	82.00 ft	20.00 ft	---	---	No	29°39'23.020" N	081°42'10.160" W	50 ft	0.15 NM	0.08 NM
	TREE	K28JT0084	7.27 ft	93.00 ft	93.00 ft	20.00 ft	---	---	No	29°39'23.930" N	081°42'14.110" W	50 ft	0.21 NM	0.06 NM
	TREE	K28JT0018	7.24 ft	96.00 ft	96.00 ft	20.00 ft	---	---	No	29°39'24.000" N	081°42'14.800" W	50 ft	0.22 NM	0.06 NM
	TREE	K28JT0048	6.79 ft	81.00 ft	81.00 ft	20.00 ft	---	---	No	29°39'31.780" N	081°42'11.920" W	50 ft	0.17 NM	0.07 NM
	TREE	K28JT0053	6.66 ft	92.00 ft	92.00 ft	20.00 ft	---	---	No	29°39'31.330" N	081°42'14.420" W	50 ft	0.21 NM	0.06 NM
	TREE	K28JT0011	6.44 ft	86.00 ft	86.00 ft	20.00 ft	---	---	No	29°39'23.580" N	081°42'12.690" W	50 ft	0.19 NM	0.07 NM
	TREE	K28JT0054	3.24 ft	85.00 ft	85.00 ft	20.00 ft	---	---	No	29°39'32.270" N	081°42'13.660" W	50 ft	0.20 NM	0.08 NM
	TREE	K28JT0023	1.80 ft	101.00 ft	101.00 ft	20.00 ft	---	---	No	29°39'24.180" N	081°42'17.180" W	50 ft	0.25 NM	0.05 NM
	TREE	K28JT0030	0.30 ft	109.00 ft	109.00 ft	20.00 ft	---	---	No	29°39'22.990" N	081°42'19.270" W	50 ft	0.28 NM	0.07 NM



These trees need to be removed or mitigated using a VGSI to prevent the procedure from having a NOTE "Procedure N/A at night". In addition to the 20:1 visibility surface penetrations, there is one Glidepath Qualification Surface (GQS) penetration that must be removed in order to keep the current LPV minimums.

Status	Description	Obs Number	Penetration	Eff MSL	MSL	Vert Acc			Marked/Lit	Lat	Lon	Horiz Acc	Dist C/l	Offset Dist
	28J R27 20:1 surface penetration													
	TREE	K28JT0225	19.69 ft	99.00 ft	99.00 ft	20.00 ft	---	---	No	29°39'36.000" N	081°40'44.280" W	50 ft	0.19 NM	0.08 NM
	TREE	K28JT0235	11.63 ft	97.00 ft	97.00 ft	20.00 ft	---	---	No	29°39'36.490" N	081°40'42.930" W	50 ft	0.21 NM	0.09 NM
	TREE	K28JT0209	11.58 ft	96.00 ft	96.00 ft	20.00 ft	---	---	No	29°39'35.830" N	081°40'43.110" W	50 ft	0.21 NM	0.08 NM
	TREE	K28JT0211	4.45 ft	82.00 ft	82.00 ft	20.00 ft	---	---	No	29°39'26.180" N	081°40'44.150" W	50 ft	0.18 NM	0.08 NM
	TREE	K28JT0210	3.72 ft	81.00 ft	81.00 ft	20.00 ft	---	---	No	29°39'27.240" N	081°40'44.270" W	50 ft	0.18 NM	0.07 NM
	TREE	K28JT0178	3.23 ft	110.00 ft	110.00 ft	20.00 ft	---	---	No	29°39'35.500" N	081°40'38.020" W	50 ft	0.28 NM	0.07 NM
	TREE	K28JT0176	1.99 ft	94.00 ft	94.00 ft	20.00 ft	---	---	No	29°39'35.140" N	081°40'41.350" W	50 ft	0.23 NM	0.06 NM



These trees need to be removed or mitigated using a VGSI to prevent the procedure from having a NOTE "Procedure N/A at night". In addition to the 20:1 visibility surface penetrations, there are two Glidepath Qualification Surface (GQS) penetration that must be removed in order to keep the current LPV minimums.

Status	Description	Obs Number	Penetration	Eff MSL	MSI	Vert Acc	Permited	Trees	AAO	Lat	Lon	Hor Acc	Dist C/L	Offset C/L
	28JR09 GQS penetrations													
	TREE	K28JT0035 GQS	23.16 ft	125.00 ft	105.00 ft	20.00 ft	Unchecke	---	---	29°39'23.950" N	081°42'22.470" W	50 ft	0.33 NM	0.05 NM

Status	Description	Obs Number	Penetration	Eff MSL	MSI	Vert Acc	Permited	Trees	AAO	Lat	Lon	Hor Acc	Dist C/L	Offset C/L
	28J R27 GQS penetrations													
	TREE	K28JT0179 GQS	34.56 ft	123.00 ft	103.00 ft	20.00 ft	Unchecke	---	---	29°39'34.290" N	081°40'38.550" W	50 ft	0.27 NM	0.05 NM
	TREE	K28JT0177 GQS	4.30 ft	91.00 ft	91.00 ft	20.00 ft	Unchecke	---	---	29°39'34.610" N	081°40'39.690" W	50 ft	0.26 NM	0.05 NM

Note: While reviewing the 20:1 Penetrations to determine which Trees/obstructions needed to be mitigated by removal, trimming, or by using a VGSI, three additional trees were found to penetrate the Glidepath Qualification Surface (GQS). These trees will need to be removed so that LPV minimums can continue to be used.

State of

FLORIDA

Centennial FDOT 1915 ★ 2015

Department of Transportation

Airport License

Palatka Municipal-Lt. Kay Larkin Field is licensed as a public use airport in the County of Putnam on property located at latitude 29° 39' 30.89"N and longitude 81° 41' 19.3" for the period commencing 7/1/2015 to 5/31/2016 in accordance with the provisions of the State Airport Licensing Law, and subject to the conditions attached hereto.

When inspected on 2/24/2015,this airport did not meet state airport standards of safety for aeronautical use but the Department has determined pursuant to Chapter 330.306 Florida Statues that an exception is justified by unusual circumstances or is in the interest of public convenience and does not endanger the public health, safety, or welfare. Safe air traffic patterns have been developed for this and other licensed airports in the vicinity. This license is revocable if unsafe conditions develop or for other reasons stated in the State Airport Licensing Law or the rules and regulations adopted there under. This license shall in no way be interpreted as a warranty by the Department of Transportation of the continuing safety of the airport beyond the inspection date.

This certificate must be posted at all times at the airport to which it applies.

Issue Date: 6/29/2015

FAA Site No.: 03421.*A

License Category: **Public Special**

Aaron N. Smith
State Aviation Manager

Facility Name: **Palatka Municipal-Lt. Kay Larkin Field**

Site No.: **03421.*A**

CONDITIONS

A. This Airport has the following approach limitations.
1. Runway 09/27 is available for non-precision instrument and visual approaches.
a. Runway 09 is FAR 77 category C.
b. Runway 27 is FAR 77 category B(V).

2. Runway 17/35 is available for visual approaches only.
a. Runway 17 is FAR 77 category A(V).
b. Runway 35 is FAR 77 category A(V).

3. Runway 27 threshold is displaced 450 feet.

B. This Airport is issued a Special License pursuant to Chapter 330.30(2)(b), F.S.
The department may license a public airport that does not meet standards only if it determines that such an exception is justified by unusual circumstances or is in the interest of public convenience and does not endanger the public health, safety, or welfare. Such a license shall bear the designation "special" and shall state the conditions subject to which the license is granted.

1. Runway 27 marked displaced threshold (450 feet) approach surface ratio is 30:1 due to trees that are 54 feet tall, 1160 feet before the approach end of the runway, 250 feet right of centerline. The required approach surface ratio for a non-precison instrument runway is 34:1 .

CCNA CERTIFICATION

I, **Don Holmes**, in my capacity as Attorney for the **City of Palatka**, Florida, a political subdivision of the State of Florida, the grantee under the Florida Department of Transportation (FDOT) Grant Project Number **438052-1** for **PALATKA KAY LARKIN FIELD OBSTRUCTION REMOVAL** dated **1/26/16** do hereby certify that the professional services contract between the **City of Palatka** and **Passero Associates, LLC**, as consultant, which contract will be funded by the within referenced FDOT contract, was entered into full compliance with Florida Statutes 287.055 known as the Consultants' Competitive Negotiation Act.

_____

Don Holmes

_____

Date

PUBLIC TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

Financial Project No.: 438052-1-94-16 (item-segment-phase-sequence)	Fund: DPTO	FLAIR Approp.: 088719
	Function: 637	FLAIR Obj.: 751000
	Federal No.:	Org. Code: 55022020228
Contract No.:	DUNS No.: 80-939-7102	Vendor No.: VF596000401002
CFDA Number:	Agency DUNS No.:	CSFA Number: 55.004
CFDA Title:		CSFA Title: Aviation Grant Program

THIS AGREEMENT, made and entered into this _____ day of _____, _____,

by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,

hereinafter referred to as the Department, and City of Palatka

4015 Reid Street Palatka, FL 32177

hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed

on or before 12/31/2018 and this Agreement will expire unless a time extension is provided

in accordance with Section 16.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under

332.006(6) , Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal, administration, at Palatka Municipal Lt. Kay Larkin Field

and as further described in Exhibit(s) A,B,C & D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof. The Department has the option to require an activity report on a quarterly basis. The activity report will include details of the progress of the project towards completion.

3.00 Project Cost: The total estimated cost of the project is $ 62,500.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 62,500.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total project cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 15.00 of this Agreement; Approval of all plans, specifications, contracts or other obligating documents as required by the Department, and all other terms of this Agreement;

(c) Department approval of costs in excess of the approved funding or attributable to actions which have not received the required approval of the Department and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ☐ is ☑ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Project Budget and Payment Provisions:

5.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement, or Amendment thereto, and is approved by the Department Comptroller.

5.20 Payment Provisions: Unless otherwise allowed, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Participant is unsatisfactory, the Department shall notify the Participant of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Participant shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Participant will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Participant shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Participant resolves the deficiency. If the deficiency is subsequently resolved, the Participant may bill the Department for the retained amount during the next billing period. If the Participant is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

6.00 Accounting Records:

6.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Records of costs incurred under terms of this Agreement shall be maintained in the project account and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all sub-consultants performing work on the Project and all other records of the Agency and sub-consultants considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

6.20 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

6.30 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

6.40 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

6.50 Audit Authority: The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Part I Federally Funded:

1. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

2. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

a. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or programspecific audit conducted for such fiscal year in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit_____ to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

b. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

c. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

d. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014.

e. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

f. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

g. The Department's contact information for requirements under this part is as follows:
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

Part II State Funded:

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or State of Florida Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

a. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit_____ to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

b. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

c. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state. fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

d. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111W Madison Street, Room 401
Tallahassee, FL 32399-1450

e. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

f. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

g. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

h. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

6.60 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. The Department may waive or modify this section as appropriate.

7.00 Requisitions and Payments:

7.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office 2198 Edison Avenue Jacksonville, FL , FL, 32204-2730 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 6.10 hereof) to justify and support the payment requisitions.

7.11 The Agency shall provide the following quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion.

7.12 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

7.13 Supporting documentation must establish that the deliverables were received and accepted in writing by the Department and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Section 2.00 and Exhibit "A" has been met.

7.14 Invoices for any travel expenses by the Agency shall be submitted in accordance with Chapter 112.061, F.S., and shall be submitted on the Department's ***Travel Form No. 300-000-01.*** The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

7.15 For real property acquired, submit;

(a) the date the Agency acquired the real property,

(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.

(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

7.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

7.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

7.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

7.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein;

7.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement; or

7.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

7.30 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, after the expiration date of this Agreement, costs which are not provided for in the latest approved scope and budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved by the Department
and costs invoiced prior to receipt of annual notification of fund availability.

7.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 7.21 to 7.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

8.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

8.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

9.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

10.00 Contracts of the Agency:

10.10 Third Party Agreements: The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant, purchase of commodities contracts or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department as provided in Section 7.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the project, the Department must exercise the right to third party contract review.

10.20 Procurement of Personal Property and Services

10.21 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287.055, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055 F.S., the Consultants' Competitive Negotiation Act.

10.22 Procurement of Commodities or Contractual Services: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves the purchase of commodities or contractual services or the purchasing of capital equipment or the constructing and equipping of facilities, which includes engineering, design, and/or construction activities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 F.S., is contingent on the Agency complying in full with the provisions of Chapter 287.057 F.S. The Agency's Attorney shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 F.S. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in Exhibit "B", or that is not consistent with the project description and scope of services contained in Exhibit "A" must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department as provided in Section 7.23.

10.30 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

10.31 DBE Policy: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq*.)

10.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, 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 Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

11.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

11.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

11.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

11.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

11.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

12.00 Miscellaneous Provisions:

12.10 Environmental Regulations: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

12.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

12.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

12.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

12.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

12.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

12.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

13.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, where plans and specifications have been developed, the Agency shall provide an Engineer's Certification that certifies project compliance as listed below, or in Exhibit "C" if applicable. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, hereinafter collectively referred to as "plans", the Agency will certify that:

a. All plans comply with federal, state, and professional standards as well as minimum standards established by the Department as applicable;
b. The plans were developed in accordance with sound engineering and design principles, and with generally accepted professional standards;
c. The plans are consistent with the intent of the project as defined in Exhibits "A" and "B" of this Agreement as well as the Scope of Services; and
d. The plans comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

Notwithstanding the provisions of this paragraph, the Agency, upon request by the Department, shall provide plans and specifications to the Department for review and approvals.

14.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

15.00 Appropriation of Funds:

15.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

15.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

16.00 Expiration of Agreement: The Agency agrees to complete the project on or before 12/31/2018. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Urban Planning and Modal Administrator. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 8.00 of this Agreement shall be initiated.

16.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement. Invoices submitted after the 120 day time period will not be paid.

17.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

18.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

19.00 Restrictions on Lobbying:

19.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

19.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

20.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

21.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

23.00 E-Verify:

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

24.00 The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY	FDOT
City of Palatka	See attached Encumbrance Form for date of Funding Approval by Comptroller
AGENCY NAME	
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
	James M. Knight, P.E.
SIGNATURE	DEPARTMENT OF TRANSPORTATION
	Urban Planning and Modal Administrator
TITLE	TITLE

Financial Project No. 438052-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "A"
PROJECTS DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the City of Palatka , 4015 Reid Street Palatka, FL 32177

referenced by the above Financial Project Number.

PROJECT LOCATION:

Palatka Municipal-Lt. Kay Larkin Field

PROJECT DESCRIPTION:

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal, administration, at Palatka Municipal Lt. Kay Larkin Field

SPECIAL CONSIDERATIONS BY AGENCY:
The audit report(s) required in paragraph 6.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:

Scope of Services

Design Phase
1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed,

and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

Construction Phase
4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.
b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- No invoice activity for 6 month or
- No contract activity for 18 months

Financial Project No. 438052-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida,

Department of Transportation and City of Palatka

4015 Reid Street Palatka, FL 32177

referenced by the above Financial Project Number.

I.	PROJECT COST:					$ 62,500.00
	TOTAL PROJECT COST:					$ 62,500.00
II.	PARTICIPATION:					
	Maximum Federal Participation					
	FAA	(0	%)	or	$	0.00
	Agency Participation					
	In-Kind	(0	%)	or	$	0.00
	Cash	(	%)	or	$	
	Other	(	%)	or	$	
	Maximum Department Participation,					
	Primary					
	DPTO	(100	%)	or	$	62,500.00
	Federal Reimbursable	(	%)	or	$	
	Local Reimbursable	(	%)	or	$	
	TOTAL PROJECT COST:					$ 62,500.00

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

Financial Project No. 438052-1-94-16

Contract No. _____

Agreement Date _____

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka
4015 Reid Street Palatka, FL 32177

A. General

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").

2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.

8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.

10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

a. Florida Statutes (F.S.)

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development

- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce

- Chapter 332, F.S., Airports and Other Air Navigation Facilities

- Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments

- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection

- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance

- Local Comprehensive Plan

d. Department Requirements

- Eight Steps to Building a New Airport

- Florida Airport Revenue Use Guide

- Florida Aviation Project Handbook

- Guidebook for Airport Master Planning

- Airport Compatible Land Use Guidebook

2. **Construction Certification**: The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting

- FAA AC 150/5300-13, Airport Design

- FAA AC 150/5370-2, Operational Safety on Airports During Construction

- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. **Local Government Requirements**

- Local Building Codes

- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the “Florida Green Book”)

- Manual on Uniform Traffic Control Devices

- Section 14-60.007, Florida Administrative Code, “Airfield Standards for Licensed Airports”

- Standard Specifications for Construction of General Aviation Airports

- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970

- National Environmental Policy of 1969

- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects

- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)

- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)

- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor’s governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

D. Agency Responsibilities

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. Accounting System

a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

6. **Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. **Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

8. **Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. **Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

10. **Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. **Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. **Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. **Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. **Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

15. **Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

16. **Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. **Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. **Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. **Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. **Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

21. **Planning Projects**

For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such material available for public review, unless exempt from public disclosure.

(1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.

(2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

22. **Land Acquisition Projects**

For the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects**: The Agency assures that it will:

a. **Project Certifications**: Certify project compliances, including

(1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.

(2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.

(3) Completed construction complies with all applicable local building codes.

(4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

(1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

EXHIBIT "C"
AVIATION PROGRAM ASSURANCES

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

Financial Project No. 438052-1-94-16

Contract No. _____

Agreement Date _____

EXHIBIT "D"

FEDERAL and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

(e.g., What services or purposes the resources must be used for)
(e.g., Eligibility requirements for recipients of the resources)
(Etc…)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

FEDERAL RESOURCES

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

STATE RESOURCES

State Agency	Catalog of State Assistance (Number & Title)	Amount
Florida Department of Transportation	55.004	$ 62,500.00

Compliance Requirements

Activities Allowed:

Airport Planning

Airport Planning Grants are to study options for airport development and operations. The Department funds airport master plans, airport layout plans (ALP), noise and environmental studies, economical impact, services development, and airport promotion. Examples of projects are:
- Master plans and ALPs;
- Master drainage plans;
- Environmental assessments (EA);
- Development of regional impact (DRI);
- Operations and emergency response plans;
- Federal Aviation Regulations (FAR) Part 150 noise studies;
- Environmental impact studies (EIS);
- Wildlife hazard studies;
- Feasibility and site selection studies;
- Business plans;
- Airport management studies and training;
- Air services studies and related promotional materials.

(FDOT Aviation Grant Program Handbook)

Airport Improvement

EXHIBIT "D"

These grants are to provide capital facilities and equipment for airports. Examples of projects are:
- Air-side capital improvement projects (runways, taxiways, aprons, T-hangers, fuel farms, maintenance hangers, lighting, control towers, instrument approach aids, automatic weather observation stations);
- Land-side capital improvement projects (terminal buildings, parking lots and structures, road and other access projects);
- Presentation projects (overlays, crack sealing, marking, painting buildings, roofing buildings, and other approved projects;
- Safety equipment (including AARF fire fighting equipment and lighted Xs);
- Safety projects (tree clearing, land contouring on overrun areas, and removing, lowering, moving, and marking, lighting hazards);
- Information technology equipment (used to inventory and plan airport facility needs);
- Drainage improvements.

(FDOT Aviation Grant Program Handbook)

Land Acquisition

This grant program protects Florida's citizens from airport noise and protects airport clear zones and runway approach areas from encroachment. Administrative Costs, appraisals, legal fees, surveys, closing costs and preliminary engineering fees are eligible costs. In the event the negotiation for a fair market value is unsuccessful, the court will be petitioned for "an Order of Taking" under the eminent domain laws of Florida. Examples of projects are:
-Land acquisition (for land in an approved master plan or ALP);
-Mitigation land (on or off airport);
-Aviation easements;
-Right of way;
-Approach clear zones.
(FDOT Aviation Grant program Handbook)

Airport Economic Development

This grant program is to encourage airport revenue. Examples of projects are:

-Any airport improvement and land purchase that will enhance economic impact;
-Building for lease;
-Industrial park infrastructure and buildings;
-General aviation terminals that will be 100 percent leased out;
-Industrial park marketing programs.
(FDOT Aviation Grant Program Handbook)

Aviation Land Acquisition Loan Program

The Department provides interest free loans for 75 percent of the cost of airport land purchases for both commercial service and general aviation airports.

This is a general description of project types. A detail list of project types approved for these grant programs can be found in the Aviation Grant Program manual which can be accessed through the internet at www.dot.state.fl.us/Aviation/Public.htm.

Allowable Cost: See part three of compliance supplement

Cash Management: See part three of compliance supplement

Matching Requirements are as follows:

Commercial Service Airports

When no federal funding is available, the Department provides up to 50 percent of the project costs. When federal funding is available, the Department can provide up to 50 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

General Aviation Airports

EXHIBIT "D"

When no federal funding is available, the Department provides up to 80 percent of project costs. When federal funding is available, the Department can provide up to 80 percent of the non-federal share.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Economic Development

The Department provides up to 50 percent of airport economic development funds to build on-airport revenue-producing capital improvements. This program is for local match only.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Airport Loans
The Department provides a 75 percent loan program to fund the Aviation Land Acquisition Loan Program.
(FDOT Aviation Grant Program Handbook and Section 332.007(6) Florida Statutes)

Matching Resources for Federal Programs

Federal Agency	Catalog of Federal Domestic Assistance (Number & Title)	Amount
		$

Compliance Requirements

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in this exhibit be provided to the recipient.

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt Resolution No. 2016-12-15 authorizing reduction of the Code Enforcement fine/lien levied against 1519 High Street from $14,425 to $1,000 provided the fine is paid within 30 days of this action

SUMMARY:
The case for 1519 High Street was started November 6, 2013 because a large shed/garage in the backyard of the property had sustained a roof collapse. It was brought to the Code Enforcement Board on January 22, 2014 and a daily fine began running February 26, 2014. On July 28, 2014 the fine was recorded in the Findings of Fact, Conclusions of Law (see copy attached).

The Code Enforcement Board voted on January 28, 2015 to abate the nuisance and tear down the shed. Before the city was able to abate the nuisance, the property was purchased by Scott Nunley, Florida Limited Investment Properties, in September 2015. Mr. Nunley quickly demolished the shed and attended to other violations on this property. The property was found to be in compliance on September 25, 2015. The daily fine of $25 ran from February 26, 2014 until date of compliance September 25, 2015 for a total of 577 days and a total fine accrued of $14,425.

Mr. Nunley appeared at the December 23, 2015 Code Enforcement Board meeting and requested the fine be reduced to $500-$1,000. He stated that he was aware of the Code lien before the property was purchased.

As a result of the request, the Code Enforcement Board voted unanimously to recommend a reduction of the fine to $1,000, provided the fine is paid within 30 days of the reduction. If the reduced fine is not paid within 30 days the fine will revert back to the original amount of $14,425.

RECOMMENDED ACTION:
Adopt the resolution authorizing the reduction of the Code Enforcement fine levied against 1519 High Street from $14,425 to $1,000 provided fine is paid within 30 days after passage of this Resolution, or the fine returns to $14,425.

ATTACHMENTS:

Description	Type
Resolution	Resolution
Findings of Fact	Cover Memo

- Minutes CE Board 12/23/2015 Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Police	Shaw, Jason	Approved	2/18/2016 - 1:47 PM

RESOLUTION NO. 2016-12-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A REDUCTION IN THE AMOUNT OF CODE ENFORCEMENT FINES ASSESSED TO 1519 HIGH STREET FROM $14,425.00 TO $1,000.00, PROVIDED THE REDUCED FINE IS PAID WITHIN 30 DAYS, OR BY MARCH 26, 2016.

WHEREAS, after due notice to the property owner of 1519 High Street was provided, the Palatka Code Enforcement Board levied a daily fine of $25/day upon said property as it was found that the property was in violation of Section 18-242 and 30-64 of the Palatka Municipal Code, according to the Finding of Fact, Conclusions of Law and Order dated January 22, 2014; and

WHEREAS, Scott Nunley, Respondent and property owner as of September, 2015, has made a request to the Palatka Code Enforcement Board to reduce the Code Enforcement Fine to $1,000, as the property has been brought into compliance and the daily fine stopped accruing on September 25, 2015 once the property was cleaned up; and

WHEREAS, at its regular December 23, 2015 meeting, the Palatka Code Enforcement Board voted 6-0 to recommend to the Palatka City Commission to reduce the $14,425 accrued fine to $1,000 if the fine is paid within 30 days of this action and recording of the lien is not required; and

WHEREAS, the Palatka City Commission finds that the approval of the recommended reduction in fine described herein is in the best interest of the property owner, the City of Palatka and its citizens, and deems it appropriate to reduce the amount of Code Enforcement Fine imposed upon 1519 High Street as recommended by the Palatka Code Enforcement Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA, that the Code Enforcement Fine levied against 1519 High Street be reduced from $14,425 to $1,000, provided the reduced fine is paid within 30 days after passage of this Resolution.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 25th day of February, 2016.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

_____

CODE ENFORCEMENT BOARD OF THE
CITY OF PALATKA, FLORIDA

CITY OF PALATKA, Petitioner,

COMPLAINT NO. 201300114

vs

Joseph and Colleen M. De Santis, Respondent(s)

Inst:201454800442 Date:7/28/2014 Time:3:16 PM
DC,Tim Smith,Putnam County Page 1 of 1 B:1384 P:1624

FINDING OF FACT, CONCLUSIONS OF LAW AND ORDER

THIS CAUSE having come before the Board for public hearing on January 22, 2014, after due notice to the Respondent; and, the Board having received sworn testimony and evidence at said hearing; it is now,

DETERMINED THAT:
I. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

a) The Respondent(s) is the owner of property described as 1519 High Street, Putnam County Tax parcel number 13-10-26-2400-0000-0130, located within the City of Palatka, Putnam County, Florida.

b) Conditions at the property at issue constituted violations of Section 18-202 Unsafe Building Violation and Section 30- 180 (c) Declaration of Public Nuisance, of the Palatka Municipal Code.

c) The Respondent(s) was previously notified of the above-described code violations but failed to correct the violations prior to the hearing at which this matter was considered.

IT IS ACCORDINGLY ORDERED THAT:
II. ORDER:

a) The Respondent(s) shall correct the conditions which constitute the code violations described above on or before the 26th day of February, 2014, or if said conditions are not corrected, a fine in the amount of $25.00 per day is hereby assessed and levied on the above-described property, effective on the 26th day of February, 2014, to continue until the conditions are corrected.

b) Administrative costs will be assessed after the property is brought into compliance.

c) The fine described in paragraph a), as well as the costs described in paragraph b), shall constitute a lien upon the property described herein when this document is recorded within the official records of Putnam County, Florida.

DONE AND ORDERED this 22nd day of January, 2014, at Palatka, Putnam County, Florida.

CODE ENFORCEMENT BOARD OF THE CITY OF PALATKA FLORIDA

BY _____
LaSandra Williams, Its Chairman

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by ☐ Certified mail, ☒ Regular mail, to the Respondent and/or authorized representative at 1519 High Street. Palatka, FL 32177 this 21st day of ~~March~~ July, 2014.

_____
Elizabeth A. Hearn, Code Enforcement Officer

Prepared by:
Elizabeth A. Hearn, City of Palatka
110 N 11th Street, Palatka, FL 32177

I hereby certify that the foregoing is a true and correct copy of the same, as appears on record in the office of the *Planning, Building, and Zoning Department* of the City of Palatka, Florida.

By: _____, City Clerk.
Date: 7/15/2014

CITY OF PALATKA
CODE ENFORCEMENT BOARD MEETING
MINUTES
December 23, 2015

Meeting called to order at 4:07 p.m. by Chairperson LaSandra Williams.
Members present: Michael Gagnon, Pat Wilson, Andrew Kiley, Betty Kelly, Chris Hollister and Leroy Miles [from 4:24pm].
Members absent: John Lyon, Johnny Brown
Also present: Code Enforcement Officer Laura Jones, City Attorney Don Holmes

Motion by Michael Gagnon and seconded by Andrew Kiley to accept the minutes of the September 23, 2015 meeting. All voting members were in favor, motion carried.

LaSandra Williams read the appeal procedure and swore in City staff testifying at the hearing.

NEW BUSINESS

Case 201300114 **1519 High Street** (13-10-26-2400-0000-0130)
Owner: Florida Limited Investment Properties
Section 18-242 Unsafe Building

Ms. Jones testified that this property had a shed in the rear yard which had collapsed. The Board had voted in January to abate the shed. Property was purchased in September and new owner quickly abated shed. The lien has been stopped and sits at $14,425.00.

Scott Nunley from Florida Limited Investment Properties was present to ask for a lien reduction. Michael Gagnon read out criteria for considering a fine reduction. Mr. Nunley stated that once the property was purchased, he quickly brought it into compliance by abating the shed. They were aware of the fine before purchase and were willing to bring the property into compliance. Mr. Nunley asked for a reduction of the lien to $500 - $1000. There is no cost of prosecution for this property as the board never went forward with abatement. The board discussed what the City saved in cost by not having to abate the shed themselves. Mr. Nunley stated they planned to sell the property to someone who will keep it in even better shape.

Motion made by Pat Wilson and seconded by Michael Gagnon to recommend to the City Commission that the fine be reduced to $1000.00. All present voted affirmative, motion carried.

Case (42-10-27-6850-0730-0010)
Owner: Tarpon IV, LLC
Section 18-241 Unsafe Building
Section 30-64 Public Nuisance

Demolition of 4 structures on this property was conducted by the City starting on November 9, 2015, and finished November 13, 2015 at a cost of $9,291.00. Code Enforcement Officer Jones requests filing a lien against the property for the cost of abating the structures. The daily fine is also currently still running.

It was agreed that the information on the cost of demolition would be provided to the court and they would be responsible for imposing the lien on the property. The Code Board does not have to take action on this case.

CITY COMMISSION AGENDA ITEM

SUBJECT:
Adopt Resolution No. 2016-12-16 authorizing the issuance of Special Events Permit No. 16-12 for the 2016 B.A.S.S. Bassmaster Elite Bass Tournament, March 14 - 21; granting permission to serve/consume alcoholic beverages & exceed allowable noise levels, authorizing street closures, allowing placement of temporary banners, and setting permit fees.

SUMMARY:
The Putnam County Chamber of Commerce has made application for a Class A/B Special Events Permit for the 2016 B.A.S.S Bassmaster Elite Bass Tournament. The special events committee has met with tournament organizers and both parties have agreed upon terms and conditions. The resolution setting forth the parameters of the permit and estimated fees follows this summary page.

The 2016 permit includes the following provisions:

1. Grant permission to close St. Johns Ave between 2nd St & Memorial Parkway; and Memorial Parkway between Reid St and the south side of Hampton Inn.
2. Allow sales/consumption of alcoholic beverages on closed-off sections of St. Johns Ave, and Memorial Dr. as well as the northern part of the Riverfront Park (as shown on the site plan) for the "B.A.S.S. Bassmaster Elite Series Tournament" on March 17 - 20, 2016 from 1:00 pm-7:00 pm.
3. Approve request to exceed allowable noise levels on March 17 - 20, 2016 from 6:00 am until 9:00 pm.
4. Approve request to place temporary banners throughout the City of Palatka as noted on application.

Estimated Festival Permit Fee: $4,630 - $2,622 for police security fees; $800 for Festival Permit Fee (Class A special event permit of $300 for two days; Class B special event permit of $100 for two days); $150 for garbage containers; $552 for fire personnel; and $506 for parks/facilities personnel.

RECOMMENDED ACTION:
Adopt the resolution authorizing the issuance of Special Events Permit No. 16-12 for the 2016 B.A.S.S. Bassmaster Elite Bass Tournament; setting forth terms and conditions of the permit and setting forth preliminary fees.

ATTACHMENTS:

Description	Type
Resolution	Resolution

Special Events Permit No. 16-12 B.A.S.S. Bassmaster Elite Bass Tournament Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	2/12/2016 - 2:43 PM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 10:08 AM
City Manager	Suggs, Terry	Approved	2/15/2016 - 10:20 AM

RESOLUTION NO. 2016 – ___ - ____

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE PUTNAM COUNTY CHAMBER OF COMMERCE. FOR THE 2016 B.A.S.S. BASSMASTER ELITE TOURNAMENT; SETTING THE PROVISIONS OF THE PERMIT; ALLOWING THE CLOSURE OF CERTAIN STREETS TO VEHICULAR TRAFFIC DURING B.A.S.S. BASSMASTER ELITE TOURNAMENT; ALLOWING FOR ALCOHOL SALES AND CONSUMPTION IN DESIGNATED AREAS; AND SETTING PERMIT FEES

WHEREAS, The Putnam County Chamber of Commerce, has made application to the City of Palatka for a special events permit for the 2016 B.A.S.S. Bassmaster Elite Series Tournament,

WHEREAS, City Staff have met with organizers and all parties have reached an agreement as to the provisions of the Special Events Permit; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka, and its citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

Section 1: That Special Events Permit No. 16-12 for the 2016 B.A.S.S Bassmaster Elite Bass Tournament is hereby granted to Putnam County Chamber of Commerce with the following provisions and stipulations:

a. Grant permission to exceed allowable noise levels on dates & times:
March 17 6:00 am to 9:00 pm
March 18 6:00 am to 9:00 pm
March 19 6:00 am to 9:00 pm
March 20 6:00 am to 9:00 pm

b. Grant permission to serve and consume alcohol on closed off sections of St. Johns Ave, and Memorial Parkway between Reid St to south side of Hampton Inn. Applicant will provide clear signage and barriers for beverage consumption area for the following dates & times:
March 17 1:00 pm to 7:00 pm
March 18 1:00 pm to 7:00 pm
March 19 1:00 pm to 7:00 pm
March 20 1:00 pm to 7:00 pm

c. Grant permission to close for parking and vehicular traffic: (1) St. Johns Ave between 2nd St & Memorial Parkway; and (2) Memorial Parkway between Reid St to south side of Hampton Inn during the bass tournament hours.

d. **Estimated Festival Permit fee: $4,630** ($2,622 for police security fees; $800 for Festival Permit Fee (Class A special events permit of $300 for two days; Class B special events

permit of $100 for two days); $150 for garbage containers; $552 for fire personnel; $506 for parks/facilities personnel.

Section 2: That the total advance and estimated permit fees for 2016 shall be $4,630.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this _____ day of _____, 2016.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____
CITY ATTORNEY

APPLICATION # 16-12

(circle one below)

CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. Putnam County Chamber of Commerce
   b. CONTACT PERSON Dana Jones TELEPHONE/CELL 386-328-1503
   c. EMAIL dana@chamberpc.com FAX # 386-328-7076
2. ADDITIONAL CONTACT
   a. CONTACT PERSON Julie Linton TELEPHONE/CELL 386-328-1503
   b. EMAIL julie@pcccfl.org FAX # same
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY large-scale national tournament and exhibits
4. **DATE & HOURS** OF DESIRED USE: March 14-21, 2016 (hours TBD)
5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) riverfront park, city docks, ramps, parking lots, amphitheater area, gazebo, clock tower - ALL
6. ROAD CLOSURES: Memorial Parkway, Short Laurel, River & Laurel at dock entrance 2nd and St. Johns (at 2nd)
7. REQUEST FOR NOISE VARIANCE(Dates and Times): March 17 - 20, 2016, 6:00 am - 9:00 pm
8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): March 17 - 20, 2016, 1:00 - 7:00 pm
9. ESTIMATE OF ANTICIPATED ATTENDANCE 500 (Thur.-Fri.) 2000 (Sat.-Sun)
10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT Stage, camera Equipment, Storage
11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: ✓ **$300.00- 40,000 – 80,000 in attendance per day** (Sat. + Sun.)
    b. CLASS B: ✓ **$100.00 per day Up to 1,000 persons per day** (Thurs. + Fri)
    c. CLASS C: ___ **$50.00 per day** (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats and etc.
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
13. ATTACHED ITEMS: ☑ Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)

    ☐ Certificate of Insurance SEC 50-222 (See Attached Requirements)
14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

DATE

SIGNATURE OF APPLICANT

APPROVED:

2/12/16

SPECIAL EVENTS COORDINATOR DATE

2/11/16

CHIEF OF POLICE DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

Revised: 2/11/15

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 2/10/16 Special Events Coordinator: Thad Crowe/Keondra Wright

- [x] Site Sketch Provided
- [ ] Tentative Schedule of Events

Event Classification:
- Class A [x]
- Class B [x]
- Class C [ ]

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: Bassmaster Elite Series

Type of Event: Bass Tournament

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)
Bass Tournament, Zip Line, Rock Wall, Bungee Trampoline

Location of Event: Riverfront, 100 Block

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	3/17/16	Thursday	6:00 AM/PM	9:00 AM/PM
Event Day 2	3/18/16	Friday	6:00 AM/PM	9:00 AM/PM
Event Day 3	3/19/16	Saturday	6:00 AM/PM	9:00 AM/PM
Event Day 4	3/20/16	Sunday	6:00 AM/PM	6:00 AM/PM

Set-up for event will begin on (Date) Tuesday March 15th at (time) 8:30 Am

Break down will be completed by (Date) Monday March 21st at (time) 6:00 pm

Event Sponsor/Organization Putnam County Chamber of Commerce

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet *(to be completed by Special Events Coordinator)*

"Class A" Event	**"Class B" Event**	**"Class C" Event**
Daily Fees (see fee schedule)	Daily Fees $100.00/day	Daily Fees $50/day
Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer
Green Container Fees @ $15/container	Green Container Fees @ $15/container	Green Container Fee@$15/container
Refundable Deposit $500.00	Public Works Employees @ $14.00/hr (no charge during normal working hours)	

	$300	2	(Class A)	
Special Events Permit Fees	$100 Per day X	2 Days (Class B)		$800
Law Enforcement (City) Police Officer(s)	$ 23.00 Per hour X ____ Officers X	114 Hours		$2,622
Fire Personnel	$ 23.00 Per hour X	24 Hours		$552
Building Inspector	$ 23.00 Per hour X	_____ Hours		$_____

Public Works Services (only-no charge during regular working hours)

Public Works Personnel # Personnel _____ X _____ Hours @ $23/hour $ _____

Electrician Services (only-no charge during regular working hours)

Electrician Personnel $ 23.00 Per hour X _____ Hours $_____

Sanitation Equipment Fee

Green Roll-Out Containers 10 X $15.00 Per Container $ 150.00

Additional Charges (List)

Parks / Facilities 2 Employees @ $11/hrs each @ $23/hour $ 506

$_____

$_____

$_____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $ 4,630

To be completed and submitted by applicant prior to meeting with city staff. City staff will amend checklist as necessary.

- ☐ Estimated peak number of participants (each day of event): Day 1 500
  Day 2 500 Day 3 1000 Day 4 1000 Day 5 _____

- ☐ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: _____

- ☐ Number and location of fire protection services: St. Johns + 2nd

- ☐ Inspection(s)- date and time requested: ($23/hour) 8Am Sat. March 19

- ☐ Electrician services- date and time requested: ($23/hour) TBA

- ☐ Emergency medical services: ambulance locations(s) (note on site plan): St. Johns + 2nd

  Number of EMS personnel required: ($23/hour) _____

- ☐ Number and location for portable toilets: (note location on site plan) Clock tower, St. Johns City Dock (Portable Trailer, 6 stand Alone, 2 hand wash

- ☐ Carnival location (if any) (note location on site map) _____

- ☐ Number of sanitation roll-out containers required ($15/ container) 10

- ☐ Location of parking/transportation services, if any: All available

- ☐ Temporary parking, directional signage needed: TBA

- ☐ Type transport vehicles (van, buses, etc.) Bus, golf carts

- ☐ Location of security and emergency vehicle parking on site: St. Johns + 2nd

- ☐ Public street barricades/street closures/detours: (note locations on site plan) Yes TBA

- ☐ Main emergency vehicle access to site (location-also note on site plan): St. Johns + Reid

- ☐ Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): Riverfront Park Memorial, St. Johns River Center Parking Lot, City Dock, Short Laurel

- ☐ Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands, (note on site map) 22 - 20'x20' Tents, 1 - 25' trailer, 2 - 40' trailers, 2 - 70' trailers, 2 - 53' trailers

- ☐ Number and location of food vendors (note on site plan): 2 (Location TBA)

- ☐ Staff/ volunteer uniform identification: Yes

- ☐ Sound system(s) location: Clock tower Area, City Dock

- ☐ Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): Zip Line, Rock Wall, Bungee Trampoline (Location TBA)

- ☐ Number and location of temporary signs/banners: Clock tower, City Dock, Reid St., St. Johns, Memorial

- ☐ Number and location of promotional visual effects:

- ☐ Watercraft: Bass Boats, 2 Pontoon

- ☐ Aircraft: TV Drone, Helicopter

- ☐ Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): Banners - Riverfront Park, Reid St., St. Johns, City Dock, Memorial

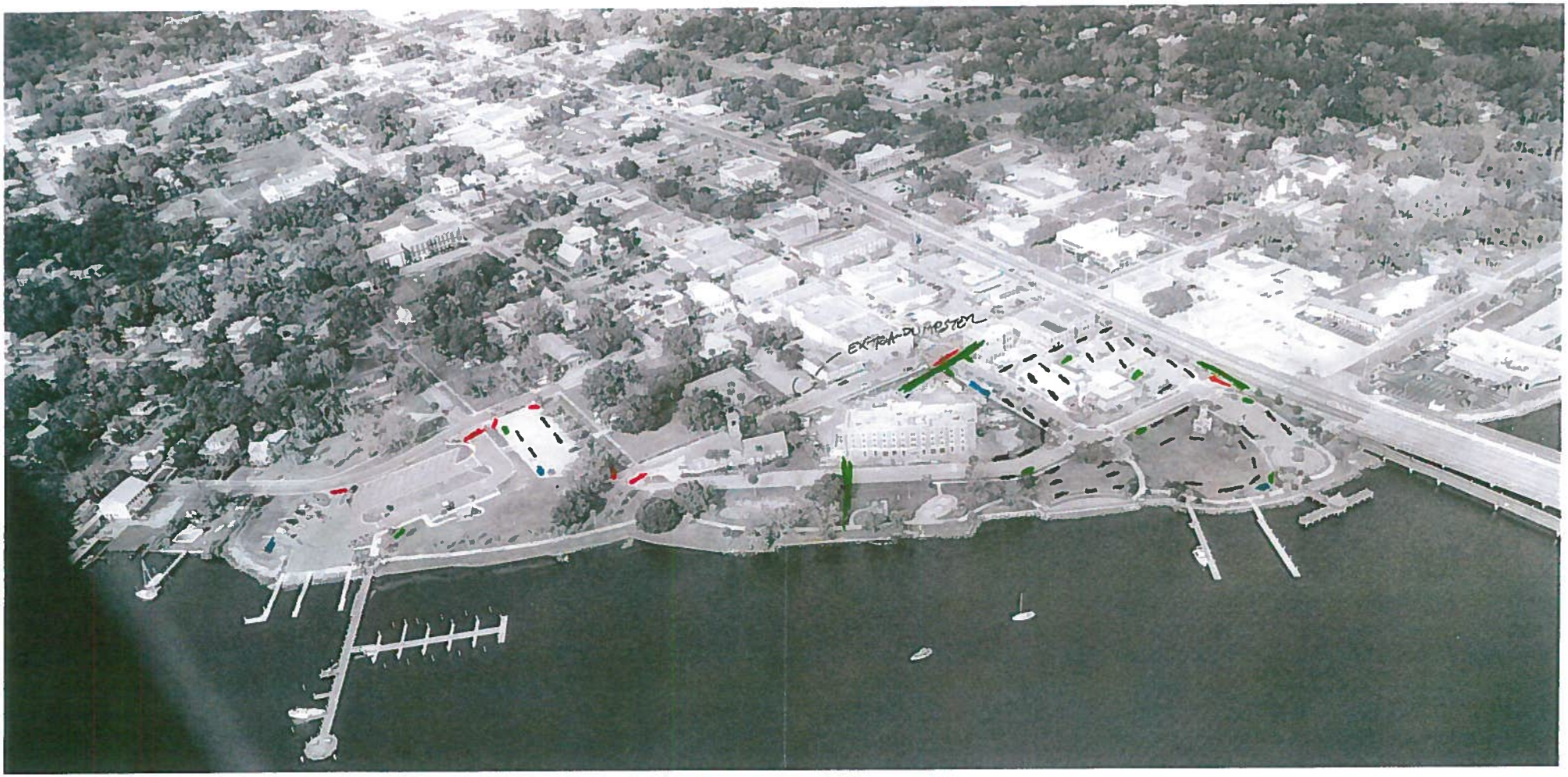
Items Outstanding:

- ☐ Site plan

- ☐ 501(C) (3) certificate of exemption

- ☐ Nonprofit articles of incorporation, charter and mission statement

- ☐ Consent letter (event property): property owners on which special event location is held (if not held on city property)



BASS TENTS / VENDOR TRAILERS / EQUIPMENT

CONES / BARRICADES

ROLLOUTS

RESTROOMS / PORTALETS

No Alcohol beyond this point borders

CITY COMMISSION AGENDA ITEM

SUBJECT:

Grant permission to exceed allowable noise levels - City of Palatka Azalea Festival Mayor's Reception on March 4, 2016 from 6:00 p.m. until 8:00 p.m. a the Bronson-Mulholland House - City of Palatka, Applicant.

SUMMARY:

The City of Palatka has applied for a Special Events Permit to host the Mayor's Reception at the Bronson-Mulholland House, on Friday March 4, 2016. The event begins at 6:00 p.m. and ends at 8:00 p.m. This is to allow for an amplified sound outside of the building.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels for Special Events Permit # 16-18, Azalea Festival Mayor's Reception, March 4, 2016 6:00 p.m. - 8:00 p.m.

ATTACHMENTS:

Description	Type
Special Events Permit No. 16-18 Mayor's Reception	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	2/12/2016 - 2:36 PM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 11:02 AM

APPLICATION # 16-18
(circle one below)
CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. City of Palatka
   b. CONTACT PERSON Betsy Driggers TELEPHONE/CELL 386-546-2993
   c. EMAIL bdriggers@palatka-fl.gov FAX #
2. ADDITIONAL CONTACT
   a. CONTACT PERSON Jonathan Griffith TELEPHONE/CELL
   b. EMAIL jcgriffith@palatka-fl.gov FAX #
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY 2016 Mayor's Reception
4. DATE & HOURS OF DESIRED USE: March 4, 2016; 6pm - 8pm
5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) Brown-Mulholland House
6. ROAD CLOSURES: n/a
7. REQUEST FOR NOISE VARIANCE(Dates and Times): 3/4/16 6pm - 8 pm
8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): 3/4/16
9. ESTIMATE OF ANTICIPATED ATTENDANCE 150
10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT p/a system
11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: ___ **$300.00- 40,000 – 80,000 in attendance per day**
    b. CLASS B: ___ **$100.00 per day Up to 1,000 persons per day**
    c. CLASS C: ___ **$50.00 per day** (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
13. ATTACHED ITEMS:
    - r Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
    - r Certificate of Insurance SEC 50-222 (See Attached Requirements)
14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes.** ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.
Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

1/7/16 — DATE

Betsey Driggers, City Clerk — SIGNATURE OF APPLICANT

APPROVED:

2/12/16 — SPECIAL EVENTS COORDINATOR — DATE

CHIEF OF POLICE — DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 1/26/16 Special Events Coordinator: Thad Crowe / Keondra Wright

		Event Classification:	
✓	Site Sketch Provided	Class A	r
r	Tentative Schedule of Events	Class B	✓
		Class C	r

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: 2016 Mayor's Reception

Type of Event: Reception

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)

Reception for Azalea Festival

Caterer, Live band

Location of Event: Burruson-Mellholland House

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	3/4/16	Friday	6:00 AM/PM	8:00 AM/PM
Event Day 2			AM/PM	AM/PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) 3/3/16 at (time) 8:00 am

Break down will be completed by (Date) 3/4/16 at (time) 11:00 pm

Event Sponsor/Organization City of Palatka

Name of Promoter: _____ Tax Exempt No.: _____

Fee Worksheet *(to be completed by Special Events Coordinator)*

"Class A" Event	"Class B" Event	"Class C" Event
Daily Fees (see fee schedule)	Daily Fees $100.00/day	Daily Fees $50/day
Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer
Green Container Fees @ $15/container	Green Container Fees @ $15/container	Green Container Fee@$15/container
Refundable Deposit $500.00	Public Works Employees @ $14.00/hr (no charge during normal working hours)	

Special Events Permit Fees $_____ Per day X _____ Days $_____

Law Enforcement (City)
Police Officer(s) $ 23.00 Per hour X ____ Officers X ____ Hours $_____

Fire Personnel $ 23.00 Per hour X _____ Hours $_____

Building Inspector $ 23.00 Per hour X _____ Hours $_____

Public Works Services (only-no charge during regular working hours)

Public Works Personnel # Personnel _____ X _____ Hours @ $23/hour $ _____

Electrician Services (only-no charge during regular working hours)

Electrician Personnel $ 23.00 Per hour X _____ Hours $_____

Sanitation Equipment Fee

Green Roll-Out Containers _____ X $15.00 Per Container $_____

Additional Charges (List)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $ _____

To be completed and submitted by applicant prior to meeting with city staff. City staff will amend checklist as necessary.

r Estimated peak number of participants (each day of event): Day 1 150

Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

r Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: none

r Number and location of fire protection services: _____

r Inspection(s)- date and time requested: ($23/hour) for tent if needed

r Electrician services- date and time requested: ($23/hour) n/a

r Emergency medical services: ambulance locations(s) (note on site plan): n/a

Number of EMS personnel required: ($23/hour) n/a

r Number and location for portable toilets: (note location on site plan) n/a

r Carnival location (if any) (note location on site map) n/a

r Number of sanitation roll-out containers required ($15/ container) n/a

r Location of parking/transportation services, if any: on site

r Temporary parking, directional signage needed: n/a

r Type transport vehicles (van, buses, etc.) n/a

r Location of security and emergency vehicle parking on site: n/a
Police to provide security

r Public street barricades/street closures/detours: (note locations on site plan) n/a

r Main emergency vehicle access to site (location-also note on site plan): Circular Drive and side (2nd St) entrance/exit not blocked

r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): Lawn (front & LSF)

r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) n/a

r Number and location of food vendors (note on site plan): n/a

r Staff/ volunteer uniform identification: n/a

r Sound system(s) location: front Porch RSF

r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): n/a

r Number and location of temporary signs/banners: (1) banner above front Zoo

r Number and location of promotional visual effects: n/a

r Watercraft: n/a

r Aircraft: n/a

r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): n/a

Items Outstanding:

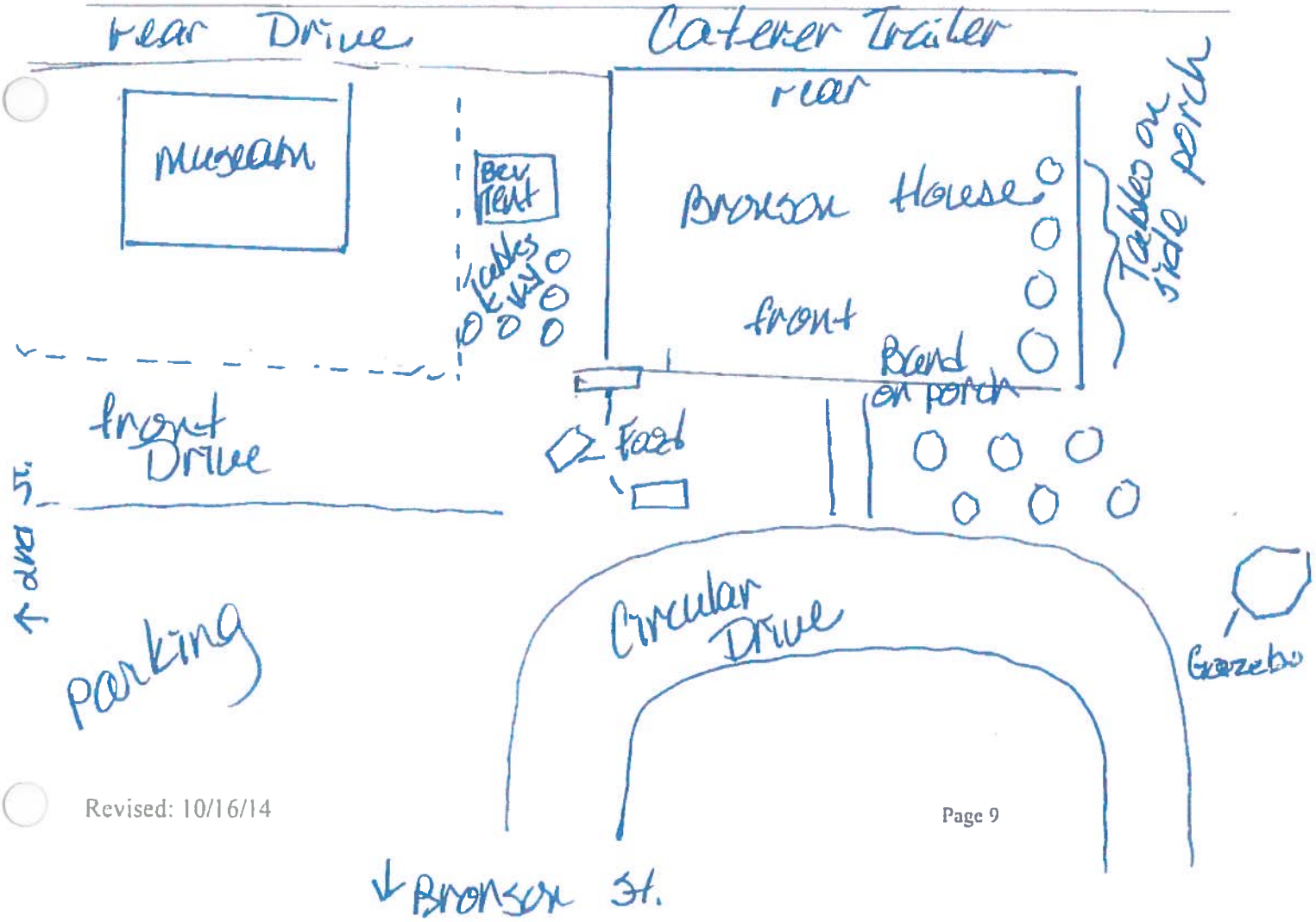
r Site plan

r 501(C) (3) certificate of exemption n/a

r Nonprofit articles of incorporation, charter and mission statement n/a

r Consent letter (event property): property owners on which special event location is held (if not held on city property) n/a- city owns property

NOTES


rear Drive
Caterer Trailer
rear
museum
Bev Tent
Tables
Bronson House
Tables on side porch
front
Band on porch
front Drive
Food
Circular Drive
Gazebo
parking
Bronson St.

CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve request to exceed allowable noise levels for Special Events Permit No. 16-16, March of Dimes March for Babies Walk -- April 9, 2016 from 6:00 am to 1:00 pm at Riverfront Park -- Putnam County March of Dimes; Tammy Dygert, Applicant.

SUMMARY:

Betsy Trent, March of Dimes-Putnam County, has made application for the April 9, 2016 March for Babies walk-a-thon which is sponsored by March of Dimes. Although Class B special events can be approved by the Special Events Coordinator, this application contains a variance that must go before the City Commission for approval.

RECOMMENDED ACTION:

Grant permission to exceed allowable noise levels during the March for Babies walk-a-thon (Saturday, April 9, 2016 between 6:00 am and 1:00 pm.

ATTACHMENTS:

Description	Type
Special Events Permit No. 16-16 March for Babies	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	2/12/2016 - 2:36 PM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 10:10 AM
City Manager	Suggs, Terry	Approved	2/15/2016 - 10:19 AM

APPLICATION # 16-16

(circle one below)

CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. March of Dimes 1831 NW 13th St Ste 3 Gainesville FL 32609
   b. CONTACT PERSON Tammy Dygert TELEPHONE/CELL 352-642-8292
   c. EMAIL tdygert@marchofdimes.org FAX # 352-377-5918
2. ADDITIONAL CONTACT
   a. CONTACT PERSON _____ TELEPHONE/CELL _____
   b. EMAIL _____ FAX # _____
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY "March for Babies"
   (6 mile walk-a-thon for March of Dimes)
4. **DATE & HOURS** OF DESIRED USE: April 9th, 2016; 6:00 am until 1:00 pm
5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
   Amphitheater, Park Area, Clock Tower
6. ROAD CLOSURES: _____
7. REQUEST FOR NOISE VARIANCE(Dates and Times): April 9th, 2016; 6:00 am until 1:00 pm
8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): _____
9. ESTIMATE OF ANTICIPATED ATTENDANCE 400 people
10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____
11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: ____ **$300.00- 40,000 – 80,000 in attendance per day**
    b. CLASS B: X **$100.00 per day Up to 1,000 persons per day**
    c. CLASS C: ____ **$50.00 per day** (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
13. ATTACHED ITEMS: ❒ Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
    ❒ Certificate of Insurance SEC 50-222 (See Attached Requirements)
14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.
Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

11/18/15 — DATE

Tammy Dyrcit — SIGNATURE OF APPLICANT

APPROVED:

2/2/16

SPECIAL EVENTS COORDINATOR — DATE

CHIEF OF POLICE — DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 1/26/16 Special Events Coordinator: Thad Crowe & Beandra Wright

		Event Classification:	
☑	Site Sketch Provided	Class A	☐
☐	Tentative Schedule of Events	Class B	☑
		Class C	☐

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: March for Babies

Type of Event: 6 mile walk-a-thon to raise money for March of Dimes

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)
music playing for participants, tents with program information

Location of Event: Riverfront Amphitheater/Clock Tower Area

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	4/9/16	Sat.	6:00 AM	1:00 PM
Event Day 2			AM/PM	AM/PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) 4/9/16 at (time) 6:00 AM

Break down will be completed by (Date) 4/9/16 at (time) 1:00 PM

To be completed and submitted by applicant prior to meeting with city staff. City staff will amend checklist as necessary.

- ❒ Estimated peak number of participants (each day of event): Day 1 400
  Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

- ❒ Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: _____

- ❒ Number and location of fire protection services: _____

- ❒ Inspection(s)- date and time requested: ($23/hour) _____

- ❒ Electrician services- date and time requested: ($23/hour) _____

- ❒ Emergency medical services: ambulance locations(s) (note on site plan): _____

  Number of EMS personnel required: ($23/hour) _____

- ❒ Number and location for portable toilets: (note location on site plan) 5 near amphitheater

- ❒ Carnival location (if any) (note location on site map) _____

- ❒ Number of sanitation roll-out containers required ($15/ container) 5

- ❒ Location of parking/transportation services, if any: _____

- ❒ Temporary parking, directional signage needed: _____

- ❒ Type transport vehicles (van, buses, etc.) _____

- ❒ Location of security and emergency vehicle parking on site: _____

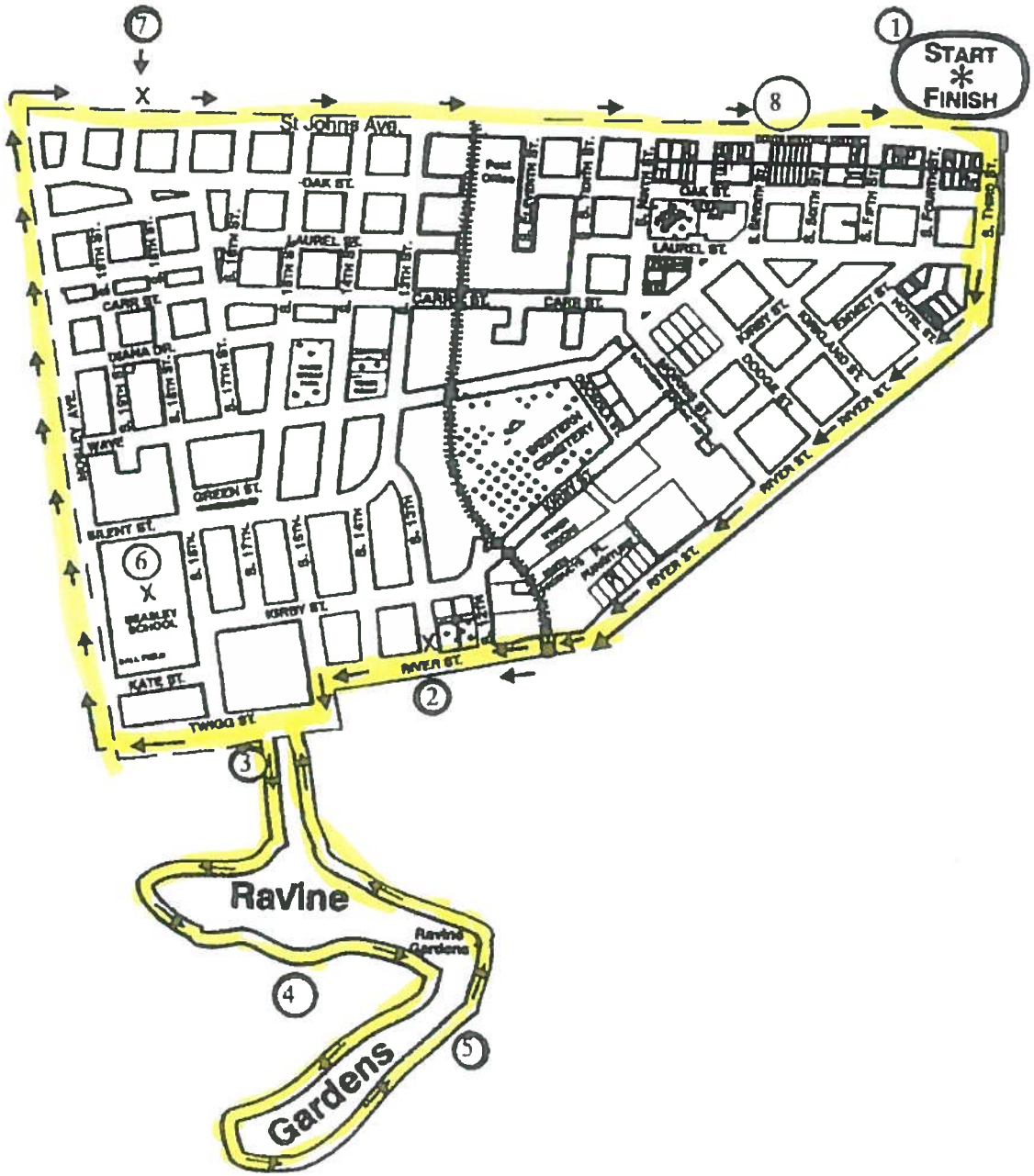
- ❒ Public street barricades/street closures/detours: (note locations on site plan) _____

- ❒ Fire resistive rating certificates (tents, fabrics, etc.)
- ❒ Schedule fire, building/electrical inspections
- ❒ Schedule pre/post sanitation inspections
- ❒ Example of special event vendor permits provided
- ❒ Special event certificate of insurance- city as "additional insured"
  (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
  List certificates required, _____
  _____
- ❒ Alcohol liability certificate of insurance- city as "additional insured"
- ❒ Required permits (federal, state, local): _____
- ❒ Alcohol license (copy)
- ❒ _____
- ❒ _____
- ❒ _____

NOTES

Please make sure the power is turned on and the sprinklers are turned off for this event.

2016 Walk Route



CITY COMMISSION AGENDA ITEM

SUBJECT:
Authorize closure of certain streets to vehicular traffic for Special Events Permit No. 16-03 - 5K Walk/Run, June 4, 2016 from 6:30 am - 11:30 am - Beck Automotive Group; Loretta Cribbs, Applicant.

SUMMARY:
Beck Automotive Group has made application for a 5K Walk/ Run, scheduled for June 4, 2016. The applicant has requested permission to close certain streets within the downtown, South Historic District, and adjacent areas to vehicular traffic as noted on the attached site plan. Streets will be closed only when most runners are proceeding through an intersection. Barricades will be placed and removed as the race proceeds.

RECOMMENDED ACTION:
Grant permission to close certain streets for the 5K Walk/ Run between 6:30 am and 11:30 am within the downtown, South Historic District, and adjacent areas to vehicular traffic as note on the attached site plan.

ATTACHMENTS:

Description	Type
Special Events Permit No. 16-03 Beck 5K Run	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Special Events	Crowe, Thad	Approved	2/12/2016 - 2:35 PM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 10:10 AM
City Manager	Suggs, Terry	Approved	2/15/2016 - 10:20 AM

APPLICATION # 116-03
(circle one below)
CLASS A PERMIT – Filing Deadline: 60 days prior to event
CLASS B PERMIT - Filing Deadline: 60 days prior to event
CLASS C PERMIT - Filing Deadline: 30 days prior to event

RECEIVED
AUG 21 2015
BY:

CITY OF PALATKA
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
   a. Beck Automotive Group 146 Comfort Road, Palatka, FL. 32177
   b. CONTACT PERSON Loretta Cribbs TELEPHONE/CELL 3863280344x311
   c. EMAIL lorettacribbs@checkbeck.com FAX # 3863855588
2. ADDITIONAL CONTACT
   a. CONTACT PERSON Misty Guessford TELEPHONE/CELL 3863280344
   b. EMAIL mistyguessford@checkbeck.com FAX # 3863855588
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Beck 5K Run
   Charity run
4. **DATE & HOURS** OF DESIRED USE: June 4, 2016 6:30am-11:30am
5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
   River Front Park
6. ROAD CLOSURES: See Route Map attached
7. REQUEST FOR NOISE VARIANCE(Dates and Times): June 4, 2016 6:30am-11:30am
8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): n/a
9. ESTIMATE OF ANTICIPATED ATTENDANCE 300
10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT 0
11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
    a. CLASS A: ____ **$300.00- 40,000 – 80,000 in attendance per day**
    b. CLASS B: xxx **$100.00 per day Up to 1,000 persons per day**
    c. CLASS C: ____ **$50.00 per day** (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
    d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
13. ATTACHED ITEMS: r Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
    r Certificate of Insurance SEC 50-222 (See Attached Requirements)
14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.
Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

10. CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

08/18/2015
DATE

Laura R Cubbs
SIGNATURE OF APPLICANT

APPROVED:

2/12/16
SPECIAL EVENTS COORDINATOR DATE

CHIEF OF POLICE DATE

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AUG 21 2015

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)

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AUG 21 2015

CITY OF PALATKA
PLANNING MEETING
PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 1/26/16 Special Events Coordinator: Thad Crowe + Keondra Wright

		Event Classification:	
✓	Site Sketch Provided	Class A	r
r	Tentative Schedule of Events	Class B	✓
		Class C	r

To be completed by applicant with typewriter or print legibly in dark ink.

Name of Special Event/ Production: Beck 5k Run

Type of Event: Charity Run

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)
Charity Run with 2 water stops

Location of Event: Riverfront Park

Requested dates and time of events (not including set-up and break down):

	Date	Day	Begin	End
Event Day 1	6/4/16	Saturday	7:30 AM/PM	10:30 AM/PM
Event Day 2			AM/PM	AM/PM
Event Day 3			AM/PM	AM/PM
Event Day 4			AM/PM	AM/PM

Set-up for event will begin on (Date) 06/04/2016 at (time) 5:00am

Break down will be completed by (Date) 06/04/2016 at (time) 11:30am

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BY:

Event Sponsor/Organization Beck Automotive Group

Name of Promoter: The Arc of Putnam County Tax Exempt No.: 59-1550224

Fee Worksheet *(to be completed by Special Events Coordinator)*

"Class A" Event	**"Class B" Event**	**"Class C" Event**
Daily Fees (see fee schedule)	Daily Fees $100.00/day	Daily Fees $50/day
Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer	Security Fees @ $23/hr/Officer
Green Container Fees @ $15/container	Green Container Fees @ $15/container	Green Container Fee@$15/container
Refundable Deposit $500.00	Public Works Employees @ $14.00/hr (no charge during normal working hours)	

Special Events Permit Fees $ 100 Per day X 1 Days $ 100

Law Enforcement (City) Police Officer(s) $ 23.00 Per hour X 3 Officers X 4 Hours $ 276

Fire Personnel $ 23.00 Per hour X _____ Hours $ _____

Building Inspector $ 23.00 Per hour X _____ Hours $ _____

Public Works Services (only-no charge during regular working hours)

Public Works Personnel # Personnel _____ X _____ Hours @ $23/hour $ _____

Electrician Services (only-no charge during regular working hours)

Electrician Personnel $ 23.00 Per hour X _____ Hours $ _____

Sanitation Equipment Fee

Green Roll-Out Containers 6 X $15.00 Per Container $ 90

Additional Charges (List)

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) $ 466

AUG 21 2015
BY:

To be completed and submitted by applicant prior to meeting with city staff. City staff will amend checklist as necessary.

r Estimated peak number of participants (each day of event): Day 1 300

Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

r Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: n/a

r Number and location of fire protection services: _____

r Inspection(s)- date and time requested: ($23/hour) _____

r Electrician services- date and time requested: ($23/hour) _____

r Emergency medical services: ambulance locations(s) (note on site plan): _____

Number of EMS personnel required: ($23/hour) _____

r Number and location for portable toilets: (note location on site plan) _____

r Carnival location (if any) (note location on site map) n/a

r Number of sanitation roll-out containers required ($15/ container) 6

r Location of parking/transportation services, if any: _____

r Temporary parking, directional signage needed: _____

r Type transport vehicles (van, buses, etc.) N/A

r Location of security and emergency vehicle parking on site: _____

r Public street barricades/street closures/detours: (note locations on site plan) See route map

RECEIVED AUG 21 2015

r Main emergency vehicle access to site (location-also note on site plan): _____

r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): Sponsor Booths will be located at the start/finish line as marked on route map

r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) n/a

r Number and location of food vendors (note on site plan): n/a

r Staff/ volunteer uniform identification: Florescent t-shirts with the word "volunteer" on sleeve

r Sound system(s) location: Start/Finish line

r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): 1

r Number and location of temporary signs/banners: 18 route marker signs along route designating directions and water stops. Temporary banners hung at Start/FInish line

r Number and location of promotional visual effects: n/a

r Watercraft: n/a

r Aircraft: n/a

r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): Banners at Start/Finish line

Items Outstanding:

r Site plan

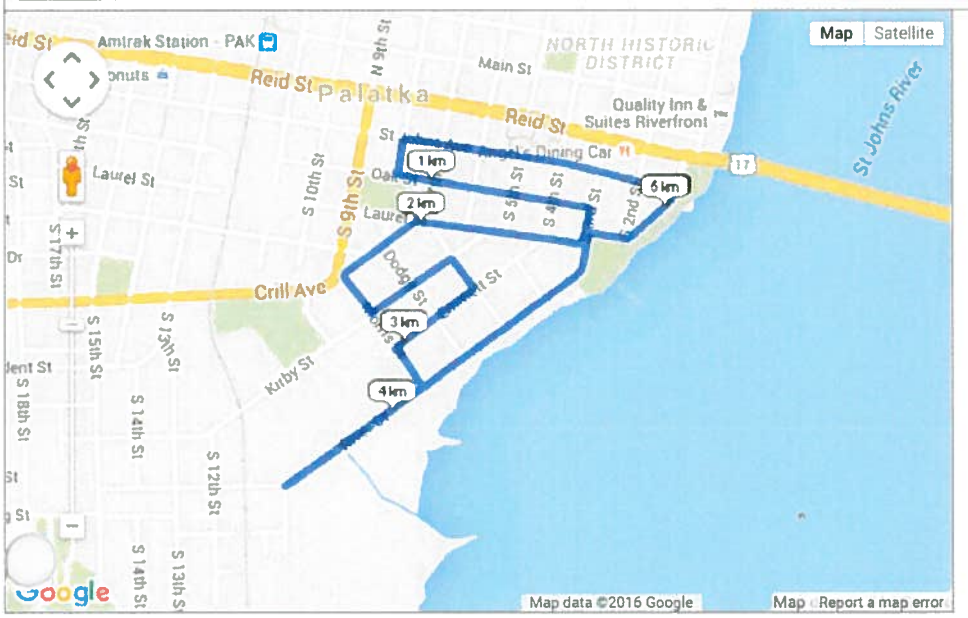
r 501(C) (3) certificate of exemption

r Nonprofit articles of incorporation, charter and mission statement

r Consent letter (event property): property owners on which special event location is held (if not held on city property)

Beck 5K

Rating: based on 1 review
Distance: 3.11 miles / 5.01 km
Location: Start: Riverfront Park
Palatka, FL, US
Attributes: loop, mostly flat, roads



Added by Jacob Smith on 3/18/201

DISCLAIMER: USATF and the author of this route make no warranties as to the conditions, safety, distance accuracy, or suitability for running of this route. Run at your own risk!

HERSHEY VISA UCS Rosetta Stone University of Phoenix St. Vincent Sports Performance LYNX

CITY COMMISSION AGENDA ITEM

SUBJECT:
CRA ITEM: Resolution reinstating the CRA Recruitment Grant Award for 211 St. Johns Avenue - Adopt

SUMMARY:
On April 19, 2012 the City Commission confirmed a Recruitment Grant Award for 211 St. Johns Avenue. The purpose of the grant was to provide for necessary improvements to facilitate the opening of a fitness center. The grant was never fully expended and the tenant nor applicant never submitted a final lease to document their matching funds requirement. Three (3) years passed and staff administratively closed out the grant. On February 11, 2016 the tenant submitted a lease and requested the funds be made available to finish the necessary improvements. The Community Redevelopment Agency recommended the grant be reinstated on February 11, 2016.

RECOMMENDED ACTION:
Adopt Resolution 2016-Authorizing the reinstatement of a recruitment grant for 211 St. Johns Avenue

ATTACHMENTS:

Description	Type
Resolution	Resolution
Contract	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	2/15/2016 - 8:48 AM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 10:01 AM
City Manager	Suggs, Terry	Approved	2/15/2016 - 10:19 AM

RESOLUTION No. 2014-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA REINSTATING A BUSINESS RECRUITMENT GRANT FOR 211 ST. JOHNS AVENUE IN AN AMOUNT NOT TO EXCEED $50,000

WHEREAS, on 4/19/2012 the City of Palatka Community Redevelopment Agency (CRA) heard an application for Business Recruitment Grant funds for 211 St. Johns Avenue; and

WHEREAS, the City Commission awarded a Business Recruitment Grant in an amount not to exceed $50,000 with a required minimum match of $50,000 for 211 St. Johns Avenue 4/19/2012; and

WHEREAS, the tenant/applicant never documented their full matching requirement; and

WHEREAS, the grant was not fully expended and the grant was administratively closed out; and

WHEREAS, the tenant and applicant have produced a lease to substantiate their matching funds; and

WHEREAS, the Community Redevelopment Agency recommended the grant be reinstated on February 11, 2016; and

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

1. That a Business Recruitment Grant in an amount not to exceed $50,000 with a required minimum match of $50,000 be reinstated for 211 St. Johns Avenue.

,

PASSED AND ADOPTED by the City of Palatka, Florida this 25th day of February, 2016.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

_____

CITY ATTORNEY

2012 RECRUITMENT FUND GRANT AGREEMENT
CITY OF PALATKA COMMUNITY REDEVELOPMENT AGENCY
PALATKA MAIN STREET COMMUNITY REDEVELOPMENT AREA

THIS AGREEMENT is entered into between the City of Palatka Community Redevelopment Agency, whose address is 201 North Second Street, Palatka, FL 32177 (hereinafter referred to as the "CRA") and Ruth Burk whose address is 211 St. Johns Avenue, Palatka, FL 32177 (hereinafter referred to as the "recipient"), to provide financial assistance for building improvements.

WHEREAS, on April 19, 2012 the recipient was awarded funding by the CRA and City Commission pursuant to the City of Palatka Community Redevelopment Agency 2012 Recruitment Fund Grant Program.

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived here from, the CRA and the recipient do hereby agree as follows:

1. The CRA agrees to fund the recipient in an amount not to exceed $50,000.00 toward the total project cost of $69,800.00.

2. The recipient agrees to pay $19,800 toward the total project cost of $69,800.00.

3. The recipient agrees to fix the proposed tenants rent at $2,500 per month ($0.25 per square foot) for the first year of operation.

4. Any overages are the responsibility of the recipient.

5. The recipient and any affected contractor(s) are required to sign a Release and Hold Harmless Agreement (Attachment A) with the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida.

6. The recipient must honor contractual obligations to contractor(s).

7. The recipient agrees to provide proof of the proper building permits and zoning compliance.

8. Prior to final reimbursement, the recipient will be required to show proof of inspection.

9. Funds will be disbursed by a check payable to the contractor after the following:

    a. Submission of all receipts and required documentation to the Palatka Main Street program manager, including:
        i. Contractor invoicing and evidence of payment of funds
        ii. Release of lien letters from contractors
    a. Verification that any additional criteria added by contract have been completed as proposed in a satisfactory and professional manner.
    b. Certification of completion of grant project by the Palatka Main Street program manager and submission to the Palatka City Finance Director.
    c. For every reimbursement request an equal percentage of the applicant's contribution should be substantiated in the form of a copy of the check and corresponding invoice. Upon receipt of all invoices, receipts, and proof of recipients match, a reimbursement check will be issued within 5 business days.

10. Should the recipient transfer, sell, divest themselves of their interest in the subject property or business, or fail to maintain the renovations and improvements during the five-year period following receipt of the grant funds, the recipient shall return/repay the grant funds as follows:

a.

Time	Amount Due to CRA
0 to one (1) year after grant funds received	90% of CRA Funding
One (1) to two (2) years after grant funds received	80% of CRA Funding
Two (2) to three (3) years after grant funds received	60% of CRA Funding
Three (3) to four (4) years after grant funds received	40% of CRA Funding
Four (4) to five (5) years after grant funds received	20% of CRA Funding
Five (5) years after grant funds received	0% of CRA Funding

b. If the recipient does not repay the grant funds, the CRA expressly reserve the right to file a lien, in an amount determined by the schedule in section 10.a, on the subject property of the grant whose physical address is 211 St. Johns Avenue, Palatka, FL 32177.

11. Palatka Main Street and the City of Palatka Community Redevelopment Agency expressly reserve the right to:

a. Request additional information from the recipient
b. Display and advertise properties that receive grant funding

WITNESSES:

Signature

Signature

RECIPIENT(S):

Ruth Burk
Name (print)

Ruth Burk
Title (print)

owner

Signature

May 23, 2012
Date

The foregoing instrument was acknowledged before me this 23rd day of May, 2012, by Ruth Burk who is personally known to me or produced _____, as Identification.

(seal)

My Commission Expires:

Notary Public State of Florida
My Commission DD815359
Expires 08/17/2012

Notary Public, State of Florida

COMMUNITY REDEVELOPMENT AGENCY:

Vernon Myers, Jr.
Vernon Myers, Chairman/Mayor

5/25/12
Date

ATTEST:

Betsy Driggers
Betsy Driggers, **City Clerk** (Seal)

CITY COMMISSION AGENDA ITEM

SUBJECT:
RESOLUTION accepting ranking of responses for RFQ 2016-01, Lobbyist Services for City of Palatka and authorizing the City Manager to begin contract negotiations - Adopt

SUMMARY:
On January 29, 2016 the City of Palatka received responses to a Request for Qualifications for professional lobbyist services from qualified vendors, which were solicited under RFQ #2016-01, a copy of which follows this summary. Four firms submitted qualifications as noted on the Bid Opening Tally Sheet which also follows this Summary.

A committee was appointed by the City Manager to rank the submitters based upon a points system. The ranking sheet also follows this summary. After scoring the ranking sheets, the following order of submitters was accepted by the Committee:

1. Beckler & Poliakoff
2. Peeples & Smith
3. Pittman Law Group
4. T. Hill & Associates Consulting Company

A resolution follows this summary which denotes this ranking order. The Commission can accept, reject or amend the order. Once the order has been accepted the resolution also authorizes the City Manager to begin contract negotiations with the top-ranked firm. If an acceptable contract cannot be negotiated with the top-ranked firm, negotiations will commence with the #2 ranked firm, etc.

All submitted responses follow this Summary.

RECOMMENDED ACTION:
Adopt a resolution accepting the ranking of responses to RFQ #2016-01, Lobbyist Services for City of Palatka, and authorizing the City Manager to begin contract negotiations accordingly.

ATTACHMENTS:

Description	Type
Ranking Resolution	Resolution
Ranking Sheet, Respondents, RFQ	Backup Material
Becker & Poliakoff Response	Backup Material
Peebles & Smith Response	Backup Material

- Pittman Law Group Response — Backup Material
- T. Hill & Associates Response — Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	2/17/2016 - 10:36 AM
City Clerk	Driggers, Betsy	Approved	2/17/2016 - 10:37 AM

RESOLUTION No. 2016-12-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AND CONFIRMING THE RANKING OF LOBBYIST FIRM QUALIFICATIONS RECEIVED IN RESPONSE TO CITY OF PALATKA RFQ #2016-01, LOBBYIST SERVICES FOR CITY OF PALATKA, AND AUTHORIZING NEGOTIATIONS WITH THE TOP RANKED RESPONDENT

WHEREAS, on January 8, 2016 Request for Qualifications #2016-01 was advertised and released soliciting proposals for professional services from qualified lobbyist firms; and

WHEREAS, on January 29, 2016, four proposals were received prior to the advertised deadline; and

WHEREAS, an evaluation committee met on February 5th and ranked the proposals as follows:

1. Beckler & Poliakoff,
2. Peeples & Smith
3. Pittman Law Group
4. T. Hill & Associates Consulting Company

WHEREAS, once the ranking is confirmed by the City Commission, contract negotiations for Lobbyist Services can begin with the top ranked firm.

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

1. That the ranking of the Lobbyist Services qualifications received in response to RFQ 2016-01 is hereby accepted and confirmed; and
2. That the City Manager and Staff is hereby authorized to begin contract negotiations for Lobbyist Services with the top ranked respondent.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 25th day of February, 2016.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

Lobbying Services
RFQ-2016-01
Rankings

Evaluation Criteria:	Points				
Qualifications of the firm and its personnel	30				
Experience and prior/current performance with the City of Palatka and similarly situated local units of government	40				
Quality of the responses from the local government client references	30				
Ranking Order Was Used by Reviewers					
Respondents:		**Beckler & Poliakoff**	**Peeples & Smith**	**Pittman Law Group**	**T Hill & Associates Consulting Company**
Ranking Committee:					
Jonathan Griffith		1	3	2	4
Betsy Driggers		1	2	3	4
Terry Suggs		1	2	3	4
Average					
Ranked					

Beckler & Poliakoff was ranked number 1 and is the recommendation to hire this firm for the Lobbying Services.

City of Palatka
Bid Opening

Date Jan. 29, 2016

Job Title Lobbyist Services

Opened by: B. Drugger

Dept./Engineer City Manager

Read by: J. Suggs

Bidder/Respondent name	Acknowledge Addendums? # n/a			
1. Becker & Poliakoff Tallahassee, FL		6 copies	1 elec.	
2. Peebles & Smith Tallahassee, FL		✓	✓	
3. Pittman Law Group Tallahassee, FL		✓	✓	
4. Tony Hill Jacksonville, FL		✓	✓	
5.				
6.				
7.				

Witnesses: _____ _____

Request for Qualifications (RFQ) 16-001
LOBBYING SERVICES

The City of Palatka is seeking statements of qualifications from qualified firms to provide lobbying services. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning the RFQ.

Advertisement Date: January 8, 2016

Due Date: **January 29, 2016 3:00 PM**

Contact: Terry Suggs, City Manager
201 North Second Street
Palatka, FL 32177
tsuggs@palatka-fl.gov
(386) 329-0100 ext. 230

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original, five (5) copies and one (1) digital copy on CD or memory stick in Adobe PDF format in a sealed envelope marked **"RESPONSE TO REQUEST FOR QUALIFICATIONS FOR LOBBYING SERVICES"**. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages. Forms required by this RFQ, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. All questions shall be emailed to the contact listed above and, all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the RFQ process and to award the contract(s) in the best interest of the City.

A committee will evaluate each of the respondent's submittals against evaluation criteria. If necessary, the committee may reduce the total number of submittals to a qualified short-list of firms using the evaluation criteria. Short listed firms may be invited to make presentations for final evaluation.

Scope of Services

The selected lobbying firm shall advise, counsel, and represent City of Palatka in pursuing legislative initiatives and grant applications and awards at the state level and federal level. The firm shall assist City of Palatka in preparing its state, federal and administrative agendas and shall strategize with City of Palatka as requested. The firm shall identify topics and areas of need to legislators serving City of

Palatka, pertinent legislative leaders and committee chairs, and administrative officials.

The firm shall perform ministerial and discretionary functions such as preparing letters and verbal and written testimonies, arrange and schedule appointments, monitor legislative, executive, and administrative activities, and communicate effectively with City of Palatka and its elected and appointed officials and their staff, as well as those interest groups identified by City of Palatka.

Knowledge of the Locality

The firm should have considerable and demonstrable experience with local, state, and federal agencies that are directly and indirectly related to City of Palatka's mission. In particular, the firm should be experienced working with legislators, their committees, and staff, as well as various federal agencies. The firm should be able to demonstrate its knowledge and experience with Florida's government-elected officials and staff. The firm's knowledge of, and experience with, Palatka's local government officials, agencies, and representatives is also encouraged. The firm should demonstrate its understanding of Palatka's projects, initiatives and priorities. The City of Palatka Community Development & Sustainability Priorities are as follows:

1. Waste Water Treatment Plant Upgrades
2. Infrastructure upgrades and expansion
3. Affordable, Adequate and Clean Housing
4. Development of a Business Incubator

The firm should also be aware of the local problems and potential solutions that can be facilitated by state and federal support and intervention.

Selection Procedure:

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

- Qualifications of the firm and its personnel (30 points)
- Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)
- Quality of the responses from the local government client references (30 Points)

Responses must demonstrate: knowledge of the Locality; should be both thorough and concise, detailing experience, personnel, and references relative to the scope of services described; and demonstrate the ability to provide the required services.

Contracting and Payment:

Work will be performed under a *non-exclusive* Agreement to Furnish Professional Services contract negotiated between each party and the City of Palatka.

It is anticipated that the Agreement to Furnish Professional Services will have an initial duration of one (1) year with an option to extend for an additional two (2) one (1) year terms.

The City in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods may include:

1. Traditional – payment by check, wire transfer or other cash equivalent.
2. Standard – payment by credit card.

The City cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The City will entertain proposals clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial proposal submittal if it is clearly marked as an "Additional discount for payment via traditional methods."

Proposal Package:

Respondents must demonstrate a background and experience in the following:

1. Knowledge of the City of Palatka and maintaining a local office in the area;
2. Proven relationship with the Local, State and Federal Agencies; and
3. Ability to design and execute a lobbying effort at the local, state and federal level.

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

Cover Letter and Contact Sheet – Exhibit A

TAB A	Qualifications and Experience
TAB B	Description of government projects
TAB C	Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested.
TAB D	Three (3) current references directly related to the requirements of this RFQ. Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and email address. (Letters of reference are highly preferred by the City.)
TAB E	Public Entity Crimes Statement - Exhibit B
TAB F	Drug Free Workplace Certification - Exhibit C
TAB G	E-Verify Statement - Exhibit D
TAB H	Respondent's Certification –Exhibit E

Timetable for Selection and Review:

January 8, 2016	RFQ issued
January 21, 2016 - 5 pm	Deadline for RFQ questions
January 29, 2016 - 3 pm	Deadline to submit RFQ's

General Terms and Conditions:

A. Fund Availability.

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

B. Professional Regulation.

Attach a copy of the current Florida Lobbyist registration documentation.

C. Permits, Licenses, or Fees.

n/a

D. Taxes.

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

E. Governing Laws and Venue.

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

F. Conflict of Interest,

All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Palatka officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

G. Additional Terms and Conditions.

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

H. Indemnification

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

I. Insurance

The Consultant shall not commence any Work until he has obtained all of the following applicable types of insurance and such insurance has been approved by the CITY, has named the CITY as an additional insured by separate written endorsement, except for Worker's

Compensation Coverage and Consultant Liability, nor shall the Consultant allow any Subcontractor to commence Work on his subcontract until all similar insurance required of the Subcontractor has been so obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty (s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Palatka for the Consultant's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.

Certificates of Insurance and the insurance policies required shall contain a provision under Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Palatka.

Certificates of Insurance and the insurance policies required shall contain a provision under Auto Liability to include the City of Palatka as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the Agreement.

The failure of the City of Palatka to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Palatka of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth

herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

Loss Deductible

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty (s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

Subcontractor's Insurance

Consultant shall require each of his Subcontractors to likewise purchase and maintain at their expense Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Consultant 's insurance.

Consultant shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows:

- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the CITY and a copy to the CITY'S REPRESENTATIVE at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverages required in this Article
- If requested by the CITY, the Consultant shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance

The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with the Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the consultant's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Agreement.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes

And

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	$100,000 Each Accident
Bodily Injury by Disease	$500,000 Policy Limit
Bodily Injury by Disease	$100,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

Liability Insurance

The Consultant shall take out and maintain Automobile Liability Insurance as shall protect CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Automobile Liability:

The consultant shall purchase and maintain at the consultant's expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	$1,000,000 Each Accident
OR	
Split Limits	$500,000 Bodily Injury-Per Person
	$1,000,000 Bodily Injury-Per Accident
	$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-CITY and hired automobiles and employee non-ownership use.

Consultant Liability Insurance

During the term of this agreement, the Consultant will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Consultant. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate. The City of Palatka may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

L. Public Entities Crimes.

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit

proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Palatka in accordance with all Florida Statutes.

M. Acceptance of Goods/Services.

Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

N. Drug-Free Workplace.

By signature on this solicitation, and completion of the Drug-Free Workplace form, the respondent certifies that it is qualified to do business with the City Palatka and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

P. Additional Information.

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

Q. Equal Opportunity.

The City of Palatka recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

R. Lobbying.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Commission Member and/or any Department/Office personnel other than the contact listed above during said black-out period. All questions and procedural matters shall be directed to the RFQ contact. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

S. Public Records.

Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office at 386-329-0100.

T. Cost of Submittal.

The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the respondent and shall not be passed on to, or be borne

by, the City.

U. **Federal Grant Money (if applicable)**
In the event a project is funded with federal grant monies, ENGINEER may not participate in the RFQ if ENGINEER is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. https://www.epls.gov/epls/search.do . ENGINEER shall include copy of search results with their proposal.

EXHIBIT "A"

CITY of Palatka
FLORIDA

CONTACT SHEET

CITY OF PALATKA, FL

****

Name:_____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone:_____ **Fax:**_____

Email: _____

Submitted By: _____

Title: _____

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:
Name:_____**Title:**_____

Email Address:_____ **Phone:**_____

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

EXHIBIT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for _____ _____.

2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____(If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is_____and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another

person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

_____

Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 201 ___, and is personally known to me, or has provided _____ as identification.

_____

Notary Public
My Commission expires:

EXHIBIT "C"

CITY of Palatka
FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendre to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S):_____

SIGNATURE:_____

NAME (TYPED OR PRINTED):_____ TITLE:_____

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number:_____

Project Description: _____

_____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm:_____

Authorized Signature:_____

Title:_____

Date:_____

EXHIBIT "E-1"

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualification (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
____	_____
____	_____

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this qualification is made without prior understanding, agreement,

connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
Name of Business

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___ day of _____, 201 ___, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires:

EXHIBIT "E-2"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

STATEMENT OF QUALIFICATIONS
IN RESPONSE TO
REQUEST FOR QUALIFICATIONS (RFQ 16-001)
LOBBYIST SERVICES

Prepared for:

January 29, 2016

Submitted by:

BECKER & POLIAKOFF
Legal and Business Strategists

Yolanda Cash Jackson
Chair, State Lobbying Team
204 South Monroe Street, Suite 203
Tallahassee, FL 32301
yjackson@bplegal.com
(850) 412-1115

Amanda L. Wood
Senior Government Relations Consultant
1275 K Street, NW, Suite 850
Washington, DC 20005
awood@bplegal.com
(202) 621-7122

BECKER & POLIAKOFF

Amanda L. Wood
Senior Government
Relations Consultant
Phone: (202) 621-7122
awood@bplegal.com

1275 K Street, N.W.
Suite 850
Washington, DC 20005

Yolanda Cash Jackson, Esq.
Shareholder
Phone: (954) 987-7550
(850) 412-1115
yjackson@bplegal.com

204 S. Monroe Street
Suite 203
Tallahassee, FL 32301

January 29, 2016

Terry Suggs, City Manager
City of Palatka
201 North Second Street
Palatka, FL 32177

Re: Statement of Qualifications in Response to Request for Qualifications (RFQ) 16-001 Lobbying Services

Dear Mr. Suggs:

Becker & Poliakoff, P.A. (hereinafter sometimes referred to as the "firm") is pleased to offer this Statement of Qualifications in Response to the above mentioned RFQ issued by the City of Palatka (hereinafter sometimes referred to as the "City" or "Palatka") for Lobbying Services.

Government Law & Lobbying has been a core practice area within the firm for more than 30 years. Our Tallahassee office is home to our state lobbying team primarily during the legislative session. We have maintained a federal lobbying office on K Street, NW in the heart of Washington, DC since 2011. We offer the breadth and depth of over 150 attorneys and other professionals in a variety of practice areas in offices throughout Florida, New Jersey, New York, and the Washington metropolitan area.

Becker & Poliakoff has a long history and successful track record of representing local governments before the Florida legislature and executive branch agencies in Tallahassee on substantive legislative issues. As a Florida-based law firm with a presence in Tallahassee, Washington, DC and St. Augustine, among other locations, we take pride in our ability to represent clients, at different levels of government: on the local level, on the state and agency level, and in Washington, DC, when the need arises. Our statewide geographic footprint has enabled us to develop longstanding relationships with legislators throughout Florida. This is an important point of leverage when, for instance, legislation that might have an impact on the City of Palatka is sponsored by a legislator in another part of the state.

Members of the firm's federal lobbying team are highly regarded by Members of Congress, and executive and committee staff members, as experienced and effective advocates for Florida-based interests. Our federal lobbying team is politically diverse, which enables us to enjoy relationships on both sides of the aisle. Because of our collective years of Congressional experience, we are skilled in identifying, developing and securing federal funding, programs, services and legislation of critical interest to the City of Palatka and its residents.

Specifically, we will

- Craft a clear and comprehensive strategy of legislative and regulatory priorities, with the City's leadership, to promote the interests, safety and well-being of Palatka residents.
- Identify and pursue funding for economic development, affordable housing, and upgrades to water utilities and infrastructure, as well as any other priorities identified by the City.
- Assist Palatka's leadership in formulating public policy.
- Testify and otherwise advocate the City's regulatory agenda with federal and state agencies.
- Facilitate meetings between City Administration and appropriate legislators, staff members, committees, and the Executive Administration on both the State and Federal level on issues of import to the City.
- Monitor and report to the City all important legislative and regulatory impacts via written communication and personal briefings.

Our lobbying team has extensive knowledge and experience in the legislative, administrative and regulatory processes at the state and the federal level. Team members will be available to attend congressional and administrative hearings in Tallahassee and Washington, DC, as needed. In sum, we are highly qualified to perform the required services specified in this request for qualifications.

We believe our in depth knowledge and expertise of the City's issues, needs and concerns enables us to build an overall legislative strategy, and to identify and pursue opportunities to successfully achieve your goals. Thank you for the opportunity to respond to this request for qualifications, and for your review and consideration.

Very respectfully,

Yolanda Cash Jackson, Esq.

Amanda L. Wood

Encls.

EXHIBIT "A"

CONTACT SHEET

CITY OF PALATKA, FL

****

Name: Becker & Poliakoff, P.A.

Federal Taxpayer ID: 59-1640708

Mailing Address: 1 East Broward Blvd. Suite 1800

City, State, & Zip Code: Fort Lauderdale, FL 33301

Telephone: (954) 987-7550 **Fax:** (954) 985-4176

Email: eaguero@bplegal.com

Submitted By: Ed Aguero

Title: Chief Financial Officer

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:
Name: Ed Aguero **Title:** Chief Financial Officer

Email Address: eaguero@bplegal.com **Phone:** (954) 987-7550

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

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Tab A: Qualifications and Experience

Becker & Poliakoff is eager and best qualified to perform the work requested by the City of Palatka under this RFP because we offer the following:

- 13 offices in Florida, and over 150 lawyers and professionals ready to serve the needs of the City of Palatka;
- Specific knowledge and experience on the City of Palatka's priority issues;
- A history of successfully representing the interests of Florida municipalities in Tallahassee and Washington, DC;
- An experienced federal lobbying team with strong connections on Capitol Hill;
- A seasoned state lobbying team who are power players in Tallahassee and experienced on the local level;
- A full time Washington, DC office located on K Street, NW and our Tallahassee office that is home to our state lobbying team;
- Lobbyists who are available to travel to the City of Palatka offices as needed;
- Accessible, reliable and responsive professionals who will advocate the City's needs;
- The expertise to strategize and support the City's legislative agenda;
- Approximately 150 lawyers and professionals to assist with other legal needs, including a team of professionals who are experienced in structuring Public Private Partnerships ("P3").

Government law and lobbying is and has always been a core practice for Becker & Poliakoff. Firm attorneys currently serve or have served in government positions (local, state and federal), giving the Becker & Poliakoff team significant first-hand working knowledge of government practices and procedures. In addition, the firm has been active in Florida for over 42 years.

- Founding Shareholder Founding Shareholder **Alan Becker** served in the Florida Legislature in the 1970's and has maintained a strong network of contacts at the highest levels of government and business. He is Vice-Chair of the Board of Directors of Enterprise Florida and works closely with Governor Scott on job creation initiatives. Alan received an award from the Governor for his efforts.
- Shareholder and Government Law & Lobbying Practice Group Chair **Bernie Friedman** served as Chief of Staff to a South Florida Congressman.
- Shareholder **Yolanda Cash Jackson**, who will act as the primary Client Relationship Manager for the City, has worked very closely with key Members of the Congressional Black Caucus including Representatives Jim Clyburn, Bennie Thompson, Donna Christensen, Marcia Fudge and, of course, Floridians Corrine Brown, Alcee Hastings and Frederica Wilson. As such, our team has many years of experience working with Members of the Florida Congressional delegation on a wide variety of issues.

- Washington, DC-based lobbyist **Amanda Wood** will act as the City of Palatka's Client Manager for federal affairs. Amanda served as Legislative Director for former Senator Bob Graham. She served as his chief advisor on all appropriations matters with a focus on local government funding. Since leaving Capitol Hill, she has represented Florida counties, cities, non-profits and private companies for which she has achieved a great deal of federal funding success.
- Managing Director of the DC Office, **Omar Franco**, served as Chief of Staff for U.S. Congressman and Appropriations committee member Representative Mario Diaz-Balart, who also served in the Florida Senate.
- Senior Consultant, **Clarence Williams**, was a Chief of Staff to Congressman Kendrick B. Meek, Ret., and a former senior policy aide to the Minority Leader of the Florida Senate.
- Senior Consultant **John Ariale** served as U.S. Rep. Ander Crenshaw's Chief of Staff and his Appropriations Associate, the Member's liaison to the House Committee on Appropriations.
- **George Burgess** is the firm's Chief Operating Officer and co-chair of the Public Private Partnerships (P3) team. He spent eight years as Miami Dade County's Manager and another twenty years working in Miami Dade County government in various capacities.

Our firm has one of the strongest relationships with the local, state and federal legislators of any government affairs firm in Florida. Our team members left public service from senior positions with the Florida delegation and Members of Congress, and continue to have personal relationships with members and staff from both sides of the aisle.

In order to assist the City in setting short and long term federal priorities, we look forward to meeting with members of the City Council and department heads to learn of updates to and fully discuss your projects. We will explore all aspects of these priorities and may identify additional projects that you may not have realized have a federal nexus. Based on this information, we will develop a strategy and federal agenda that once approved by your staff and elected leadership, will serve as our work plan for the coming year.

With a developed and approved federal scope and strategy, you can anticipate that we will take the following actions on your behalf:

- Prepare effective briefing materials, designed to thoroughly make your case while remaining concise
- Arrange meetings for you with your Congressional Delegation, members of Congress and their staff from relevant appropriations and authorizing committees, and key federal agency officials to advocate for the City's goals and objectives and prepare talking points and briefing materials for same
- Identify opportunities to provide testimony before Congressional committees
- Prepare responses to federal register notices related to new and amended proposed regulations

- Engage your Congressional Delegation in support for or in opposition to proposed legislation that will impact the City
- Provide regular status reports and updates on your priorities and to highlight new opportunities, and make recommendations as appropriate

Experience with Palatka's Priorities

The City of Palatka's priority of waste water treatment plant upgrades is an area where our state team has lobbied for a significant amount of funding for municipalities in Florida. We successfully obtained funding for the City of Cape Coral in excess of $41 Million for water and sewer expansion and a reclaimed water project. We have successfully pursued two water projects in Opa-Locka resulting in $1 Million in total funding; in Lauderdale Lakes we have secured $500,000 in funds for a water project; $775,000 for the City of Miami Gardens for stormwater drainage; $885,000 in the Village of Virginia Gardens for stormwater drainage and other water issues; and $600,000 for the City of West Park to help with their drainage issues and retention pond development.

Jose Bermudez, one of the proposed state lobbying team members, oversaw the one of the most ambitious capital improvement programs in Miami Beach history. This program of "Planned Progress" rebuilt streets, and upgraded infrastructure, specifically drainage systems and water lines. Therefore, we have the experience on both securing authorizations as well as the public administration considerations.

On the federal level, our team has also been very successful at securing funding for water projects and infrastructure. Amanda Wood assisted Collier County in securing $2.1 million in federal funding for transportation infrastructure to support improvements to two key interchanges on I-75 at Everglades Boulevard and Collier Boulevard/SR 84. These improvements were critically needed to provide access to a route for safe evacuations from storms and fires as significant growth continues in Collier County.

In the absence of earmarks, the team has used their years of experience to find innovative ways to help clients obtain federal funds and resources. In one such instance for the City of Opa Locka, team members helped orchestrate the release of over $1 million in sequestered grant funds for a capital project in Opa Locka while simultaneously negotiating funds from the State Revolving Fund totaling just under $1 million for a related project in Opa Locka.

Our team also worked with program officials within the Department of Education and Congressional committee staff to provide the Department with authority to modify eligibility requirements for an existing program that had remaining funds from the previous budget year. In advocating for and obtaining the modification the Department wanted and our client needed, our team was then able to assist clients, Florida Memorial University, Bethune-Cookman University and Edward Waters College in receiving $12 million in capital funding from the program's remaining money.

U.S. Highway 331 and the Choctawhatchee Bay Bridge are the only routes in Walton County for residents from the southern portion of Walton County to travel to the northern portion. Amanda Wood assisted them in securing $332,500 in federal transportation funding to support additional design, right of way and construction to provide enhancements to this route in order to allow for additional capacity for evacuation purposes and regional economic development. This represented the first federal investment in this project and has since resulted in a re-prioritization of this project by Florida DOT and an expedited construction timetable.

Proposed State Lobbying Team for the City of Palatka

Using a true team approach has served the Becker & Poliakoff lobbying team well when it comes to creating consensus among legislators, meeting critical deadlines, and handling key legislators. Juggling dozens of client demands and providing 24/7 client service requires a true team effort. Fortunately, our team of lawyers and lobbyists has worked together for many years and has excellent working relationships in which they depend on each other to uphold the high level of service that our clients have come to expect. In Tallahassee during the legislative session, you will rarely see one team member without another; and if they are apart, they are in constant communication during the day. They meet every morning and every evening to compare notes and nimbly adjust their lobbying strategy based on the intelligence gathered during the day.

The diversity of our lobbying team provides our clients with a distinct advantage because of the array of relationships with legislators from both sides of the aisle as well as the various caucuses. Additionally, each member of our lobbying team has a strong working knowledge of the legislative and executive processes, and issues affecting local governments. Another added value of the Becker & Poliakoff lobbying team is our legal background as attorneys; our lawyer/lobbyists can help clients with questions regarding legislative intent and interpretation that a non-lawyer lobbyist may not be able to adequately address, as well as the attorney-client privilege.

Our team has the combination of strengths and talents that other lobbying teams simply don't have:

1) A local office with an attorney to liaison with City officials and be available for individual meetings or Council meetings if requested;

2) An experienced team of lawyers and lobbyists with specific substantive knowledge and experience on North Florida's priority issues;

3) The hardest working lobbying team in Tallahassee -- our team is available 24/7;

4) 13 offices throughout Florida providing opportunities to get to know legislators year round in their home districts;

5) A diverse, bipartisan lobbying team with strong ties on both sides of the aisle and with various caucuses.

Yolanda Cash Jackson
Becker & Poliakoff

954-985-4132 Work
850-412-1115 Work
yjackson@bplegal.com
1 East Broward Blvd.
Suite 1800
Ft. Lauderdale, Florida 33301

Yolanda Cash Jackson would lead the State Lobbying Team for the City of Palatka. She is an attorney and one of the firm's primary state and local government lobbyists. She is a shareholder with the firm and a member of the firm's 7 member Management Committee. She is a power player in Tallahassee lobbying circles. She is well-known for her representation of governmental agencies including municipalities, special districts and school boards, and her relationships with legislative leaders from around the State. She has held numerous appointed positions at the State level including serving on the Board of Directors of the Florida Residential Property and Casualty Joint Underwriting Association (JUA) and as Chair of the Florida Hurricane Catastrophe Fund established in the aftermath of Hurricane Andrew. She was selected to become a member of the prestigious Leadership Florida organization and currently sits on their statewide alumni Board, a very high level group of businesspeople and policymakers.

Ms. Jackson has extensive and significant lobbying experience in areas that are important to the City including funding for infrastructure improvements, utilities, wastewater treatment, storm water drainage, and industrial waste cleanup through her representation of several cities including Miami Gardens, Opa Locka, Lauderdale Lakes and Pompano Beach as well as Miami Dade County School Board, Metro-Miami Action Plan, Miami Dade Expressway Authority, and the Solid Waste Authority of Palm Beach County, plus others such as Florida Memorial University, Bethune Cookman College, AT&T, Service Employees International Union, and Health Choice Network. In addition to her strong legislative lobbying experience, she has handled issues at the Executive level and has experience interacting with the Public Service Commission which may be an asset to the SWA. Ms. Jackson is proud that each of these clients has renewed her lobbying contract which is a strong indication of their satisfaction with her skills, knowledge and most of all, results. She has been honored and recognized by various organizations including her client Florida Memorial University for her outstanding contributions to the university's success. In Focus Magazine, she was named one of South Florida's Most Outstanding Black Professionals. She was also honored by the South Florida Business Journal as one of their "Key Partners". She served as General Counsel to the NAACP (Miami-Dade Branch) where she is also a member of the Executive Committee. She is very active in professional organizations at local, state and national level including the National Bar Association, The Virgil Hawkins Chapter and The Wilkie D. Ferguson Chapters; National Bar

Association/Women's Law Division, Distinguished Speaker Coordinator; Black Lawyers Association and Dade County Bar Association.

Mario J. Bailey
Becker & Poliakoff

954-364-6094 Work
850-412-1115 Work
mbailey@bplegal.com
1 East Broward Blvd.
Suite 1800
Ft. Lauderdale, Florida 33301

Mario Bailey is a lobbyist in the Firm's Government Law & Lobbying Practice Group. He concentrates on government relations and lobbying in South Florida and Tallahassee. Mr. Bailey works closely with clients from various sectors including business, municipal government and education to advocate for their issues before various government agencies and the State Legislature. He assists in advancing his client's political and legislative interests and monitoring legislative and regulatory issues that impact their various industries. Mr. Bailey has been successful in guiding legislation and funding priorities through the legislative committee process, to the floor of the Florida House of Representatives and the Florida Senate, and ultimately, for the Governor's signature.

Mr. Bailey was appointed by Governor Rick Scott to the South Florida Regional Planning Council. The 19-member Council is charged with identifying the long-term challenges and opportunities facing Southeast Florida and assisting the region's leaders in developing and implementing creative solutions.

Prior to joining Becker & Poliakoff, Mr. Bailey served as the Chief Legislative Aide to Florida State Representative Dwight M. Bullard. This experience taught him the intricacies of the legislative process, committee procedures, and helped him build strong ties to members of both parties and chambers. Mr. Bailey began his political career as a field coordinator on a congressional campaign in South Florida. Since then, he has been active in various civic and business organizations locally. He's an alumnus of the Greater Miami Chamber of Commerce's Leadership Miami Program, and has served twice served as chair of the government focus session.

Jose A. Bermudez
Becker & Poliakoff

305-262-4433 Work
jbermudez@bplegal.com

Alhambra Towers
121 Alhambra Plaza
Coral Gables, Florida 33134

Jose Bermudez is a Senior Government Relations Consultant with the firm's Government Law & Lobbying team. Jose most recently served as Special Assistant to Governor Rick Scott for the South Florida region. Jose served as liaison of the Governor's office to state agencies, and the Governor in all local governments and intergovernmental agencies

Prior to joining the office of the Governor, Jose served as Chief of Staff to the Mayor of Miami Beach, where he oversaw one of the most ambitious capital improvement programs in the City's history. This program of "Planned Progress" rebuilt streets, upgraded infrastructure such as drainage systems and water lines, renovated and rebuilt many City assets and built new facilities for parks and entertainment venues. Jose has also had the pleasure to serve in the White House Advance office under President George W. Bush and oversaw several international missions.

Karen Skyers
Becker & Poliakoff

813-527-3900 Work
850-412-1115 Work
kskyers@bplegal.com
1511 N. Westshore Boulevard
Suite 1000
Tampa, Florida 33607

Karen Skyers is an attorney with the firm's Government Law & Lobbying Practice Group. She worked as a Legislative Aide to Florida Senator Arthenia L. Joyner, where she assisted the Senator in shaping state policy by developing legislative proposals and implementing strategies to get them enacted into law. She assisted with issues such as budget conferences, redistricting and criminal laws. She attended state and local meetings on behalf of the Senator, and prepared press releases and newsletters keeping the district informed of important issues. Additionally, in her service to the public, Ms. Skyers worked as a former public defender for Hillsborough County.

List of Select State Clients of Becker & Poliakoff

The Firm has provided representation to municipal, county and local governments for the last 25 years. We currently represent 12 municipalities, one county and two government districts. They are as follows:

Client	Length of Representation
City of Cape Coral	8 years
City of Hollywood	24 years
City of Opa Locka	16 years
City of Lauderhill	4 years
City of Lauderdale Lakes	15 years
City of Miami Gardens	10 years
City of West Park	8 years
City of Pompano Beach	15 years
Village of Virginia Gardens	6 years
Village of Pinecrest	2 years
City of Homestead	6 years
City of Miami Springs	6 years
Miami Dade County	14 years
Miami Dade Expressway Authority	13 years
Solid Waste Authority of Palm Beach	8 years

CURRENT MUNICIPAL CLIENTS

City of Cape Coral

The State Lobbying Team was successful in obtaining appropriations for the City of Cape Coral in the amounts of $790,135 for the Reclaimed Water Transmission Main Caloosahatchee River Crossing Project, $740,341 in State Housing Initiatives Partnership Program ("SHIP") funds for affordable housing, and $3,850,000 for Burnt Store Road Widening. We successfully lobbied for inclusion of language in the local government pension bills (SB 246 and HB 7181) which specifically addressed the City's maximum benefit pension plan which is expected to save the city over $120,000,000. Although the local government pension bills were not adopted, it is expected that future efforts at local pension reform will include the City's maximum benefit language. We successfully lobbied against any amendments to bills that would have invalidated the City's methodology for its fire assessment fee. We facilitated a meeting with DEP regarding their interpretation of an administrative rule that deals with the blending of stormwater and reclaimed water which will allow the city to develop a strategy to request a variance from the rule.

In past years, we secured $5,000,000 for Del Prado Road widening and over $50,000,000 for SR 78 widening. We also secured several FRDP $150,000 grants. We were able to secure a dedicated sales tax rebate funding source if the City decided to move forward with a tourist destination development. We helped defeat an initiative that would have barred local governments from requiring banks to maintain properties in foreclosure thus preventing cities and counties from tracking such homes. Finally, we were successful in working with the City to secure a total of $41,082,800 in State of Florida Department of Environmental Protection Drinking Water and Clean Water State Revolving Loan funds for the City's water and sewer expansion. This was one of the largest loans allocated.

In 2015, the team was able to secure SHIP funds in the amount of $788.401.

City of Opa-Locka

Through our efforts, $1,350,000 was allocated to the city in the 2013-14 Legislature's General Appropriations Act (GAA) including two water projects totaling $1 million and $350,000 for the restoration of their Historic City Hall. During the 2012-13 Legislative Session, we successfully lobbied for the following program to be included in the legislative budget: $700,000 for Burlington Canal Dredging and Side Slope Restoration, $390,000 for System Lift Station Rehabilitation. The City of Opa-Locka received at total of $1.9 million in funding. Shortly after the 2012-13 Legislative Session, we assisted the City of Opa-Locka in securing a Summer Program Preventing Juvenile Delinquency grant for $37,344 from the Department of Juvenile Justice.

In 2015, we were able to obtain $1,000,000 for a Multipurpose Cultural Center, $250,000 for canal improvements, and $250,000 for Brownfield Assessment and Cleanup into the budget.

City of Lauderdale Lakes

Through our efforts, $500,000 was allocated to the City for a water project in the 2013-14 budget. This important project was approved by Governor Scott. During the 2012-13 Legislative Session, we successfully lobbied for the following program to be included in the legislative budget: $500,000 for Flood Mitigation and $484,000 for N.W. 21st Street Roadway Improvement. Governor Rick Scott vetoed the flood mitigation project. The City of Lauderdale Lakes received $484,000 in funding their roadway improvements. In addition, after being denied full reimbursement from the Division of Emergency Management for its City Hall Public Safety Complex, we were able to work with local legislators to secure more than 50% of the originally requested amount. The firm has also represented the City of Lauderdale Lakes before the County Commission. At the local level, the firm participated in dozens of meetings with the City, County, County Auditor, and Broward County Sheriff regarding the contract between Lauderdale Lakes and the Sheriff. The firm represented Lauderdale Lakes in the agreement with the County regarding the Sheriff's services.

In 2015, we were able to obtain funding in the budget for the Sidewalk Safety Project for $250,000.

City of Lauderhill
We successfully lobbied for the inclusion of a Floridian Well Installation project to be included in the 2013-14 Legislature's budget of $300,000 and $305,530 in SHIP funding. These projects met with the Governor's approval. The firm also represents the City of Lauderhill before the County Commission. The firm participated in dozens of meetings with the County regarding the consolidated E911 plan. The City of Lauderhill will save millions of dollars by joining the County system. The firm also assisted the Lauderhill CRA in receiving millions of dollars from the County's Redevelopment fund. The firm has also been involved in issues related to a water and sewer dispute with the County and the new Library and Cultural center.

In the 2015 legislative session, we successfully secured two funding opportunities for the City of Lauderhill: Discipline-based Multidisciplinary (Level I) for $10,454 and $850,000* for Parkway Park along the North Fork of the New River. Also we secured $328,263 in SHIP funds

Village of Virginia Gardens
The Team successfully lobbied for the following projects to be included in the legislative budget: $275,000 for Stormwater ADA Improvement, 40th St. Water Project, and $50,000 for Criminal Justice Information Systems. Both of these projects were approved by Governor Scott. We were also successful in the 2015 legislative session in obtaining $350,000 for 66 Avenue Storm Drain, ADA and Road Widening Project.

City of Miami Gardens
During the 2012-13 Legislative Session, we lobbied for the following programs to be included in the legislative budget: $310,498 SHIP funding, $200,000 for NW 170 Street Stormwater Drainage Project; $150,000 for NW 195/204 Street Stormwater Drainage Project; and $250,000 for Vista Verde Stormwater Drainage Project. While Governor Rick Scott vetoed all projects during that session, we successfully lobbied for those projects to be included in to the 2013-14 general appropriations act, though Governor Scott vetoed two of these. In addition, we assisted the City of Miami Gardens in securing a Summer Program Preventing Juvenile Delinquency grant for $109,522 from the Department of Juvenile Justice.

The Team successfully lobbied for the following water projects to be included in the legislative budget: $275,000 for Vista Verde Stormwater Project, $75,000 for NW 195/204 Street Stormwater Drainage Project, $10,000 for Neighborhood Swale Re-grading, $500,000 for Crime Prevention, and $310,498 in SHIP funds for affordable housing. Though Governor Scott vetoed two of these projects last year, he approved all of the above in June of 2014.

In 2015, we were able to secure $175,000 for Storm Water Drainage Improvements to NW 13th Avenue. The crime prevention appropriation of $500,000 was reappropriated from 2014.

City of West Park

Through our efforts, $700,000 was allocated to the City in the 2013-2014 Legislatures' budget. In addition we assisted the City of West Park in securing a Summer Program Preventing Juvenile Delinquency grant for $102,164 from the Department of Juvenile Justice. In the past sessions we were able to assist West Park with incorporation of a park into city limits.

The Team lobbied for the following water projects to be included in the legislative budget: $500,000 for S.W. 40th Ave. Drainage Project and $200,000 for a Retention Pond Project. These were approved by Governor Scott

In 2015, we were able to obtain funding for a Pedestrian Light on State Road 7 in the amount of $650,000 into the budget.

City of Pompano Beach

The Team helped Pompano Beach score a major legislative win in helping to secure passage of the "White-Miskell Act," which protects tourists and recreational consumers by reforming the parasailing industry in the wake of multiple deaths stemming from neglect by unregulated commercial operations there. Of great importance to all coastal cities, we successfully lobbied for the passage of SB 320, the Para Sailing bill, on behalf of the City during the 2013-14 Legislative Session. We were also able to assist in securing $1,270,923 in funding for City priorities: $470,923 SHIP funding, $500,000 was allocated toward a cultural facilities grant, and $300,000 toward a reclaimed water project. The firm also represents the City of Pompano Beach before the County Commission. At the local level, the firm participated in dozens of meetings with the County regarding the approval of the Pompano Regional Activity Center (RAC) for beach development. The firm has also been involved in working with the City and County regarding the dispute over the CRA termination.

In 2015, the team successfully lobbied for the following appropriations: Broward County Shore Protection Project (Segment II) for $2,700,000; Dixie Highway improvements for $650,000*; new construction for $500,000; Neighborhood Initiative Summer Job Program (WIPP) for $100,000*; in addition to SHIP in the amount of $501,032.

City of Miami Springs

The Team successfully lobbied for a Hot Meals Program for Miami Springs seniors to the tune of $99,457. This worthy project was approved by Governor Scott.

In 2015, we were successful in obtaining $500,000 for a Study on Erosion Control & Stabilization of Drainage Canals and $50,000 for the Miami Springs Aquatic Center.

City of Hollywood

For the last 24 years, Becker & Poliakoff has proudly represented Hollywood as its State Government lobbyist. Every year, we fight at the state and local levels to preserve Hollywood's vital economic engine, its beaches. We are proud that tens of millions of dollars has been secured to protect and fund these efforts from the State and County. We continue to work on the sand by-pass project at Port Everglades, which is in final permitting by the DEP. This year the Team fully funded the Fred Lippman Senior Center for $228,000, the SE Focal Point Senior Center $141,550 and the SHIP funding for affordable housing at $656,000. We have continued to protect the City against a Claims Bill that has now been agreed to at $100,000. We have helped save the City hundreds of millions of dollars by changing State law on the Ocean Outfall and allowing Hollywood flexibility in meeting the 60% re-use requirement. While our efforts on behalf of the City of Hollywood are many, the following is a summary of issues we have successfully lobbied on their behalf:

- Home rule power for Port Everglades
- Preservation of Hollywood's Beaches
- Sand Bypass
- Ocean Outfall
- E911 Dispatch
- Tourist Taxes for Panther Arena
- Airport name change
- Seminole Compact
- Annexation
- Commuter rail
- State Audit
- Flood insurance
- Pension reform
- State and local appropriations totaling over $31 Million

In 2015, the team was successful in achieving funding for Historic Hollywood: Preserving and Protecting our District for $25,000; for Broward County Shore Protection Segment III - Hollywood for $248,243; for the Fred Lippman Senior Center in the amount of $228,000 and SHIP funding in the amount of $691,079.

City of Lauderhill Safe Neighborhood Improvement Districts

Forming a coalition between state neighborhood improvement districts, the State Lobbying Team created language that passed the Senate 36-2 and was approved by the Economic Development & Tourism Subcommittee.

Village of Pinecrest
In 2015, the team successfully advocated for and achieved two grants: Cultural Facilities Grant for Renovation for $500,000 and a Discipline-Based Multidisciplinary grant for $11,616.

City of Homestead
In 2015, the team successfully advocated for and secured two grants for the Seminole Theatre: a small matching grant for $50,000 and a Cultural Facilities Grant for $500,000.

Proposed Federal Lobbying Team for the City of Palatka

Becker & Poliakoff's proposed federal lobbying team has a vast amount of experience working on Capitol Hill, as well as federal lobbying experience on behalf of local government entities in Florida. The relationships developed and the experience earned over many years of federal work, collectively, by Amanda Wood and Clarence Williams will be brought to bear on behalf of the City's federal legislative agenda.

The firm's federal lobbying team includes experienced Washington, DC insiders who served as Senior Staff to Members of the U.S. Congress. Amanda Wood served as Legislative Director to Sen. Bob Graham (D-FL), Omar Franco served as Chief of Staff for Rep. Mario Diaz-Balart (R-FL), Clarence Williams served as Chief of Staff for Rep. Kendrick Meek (D-FL), and John Ariale served as Chief of Staff for Rep. Ander Crenshaw (R-FL). Robyn Severs in our St. Augustine office is conveniently available and positioned for immediate response to the City's needs, and she will serve as our local liaison.

The firm's federal lobbying team has pursued effective federal relations agendas to their successful conclusion, bringing in federal monies for projects of significant importance to Florida local governments. These successes are the result of the close professional working relationships developed with key elected officials, congressional leaders, and members on the House and Senate Appropriations Committees. They are able to quickly and effectively learn and manage complex issues areas, and that they are each skilled political strategists who are able negotiators and successful at coalition building.

Amanda L. Wood
Becker & Poliakoff

202-506-4808 Work
awood@bplegal.com

1275 K Street, NW
Suite 850
Washington, DC 20005

Amanda Wood would serve as the City's Client Relationship Manager. She joined the firm's DC office in 2013. Prior to becoming a federal lobbyist, she served as legislative director to Senator Bob Graham. Amanda is experienced in working with local governments in developing federal agendas and strategies. She educates federal decision makers on client specific objectives to secure their support. She has secured federal funding and authorizations for infrastructure projects and other programs. She researches and presents regular updates to her clients as to

Congressional activities and political impacts on their policy priorities. Based in Washington, DC, she will provide recommendations on strategy, approach and course of action. She will provide reports on federal activities to City officials, and will author written reports on Palatka-specific issues for the City's project manager. She is also available to travel to Palatka, as needed.

John Ariale
Becker & Poliakoff

202-621-7122 Work
jariale@bplegal.com

1275 K Street, NW
Suite 850
Washington, DC 20005

John Ariale of our DC office has over 20 years of Congressional experience, with strong bipartisan relationships with Members of Congress and staff. He is particularly skilled in political strategy, coalition building, and negotiation. He has represented clients before the U.S. House and Senate, the White House, and various federal agencies. He has served as Chief of Staff for Rep. Ander Crenshaw and as a House Appropriations Committee Associate. He was the principle drafter of, and coordinated the legislative strategy for, the development and passage of the Achieving a Better Life Experience Act (ABLE Act) which promotes independent living and community inclusion for people with disabilities.

Clarence Williams
Becker & Poliakoff

202-621-7264 Work
clwilliams@bplegal.com

1275 K Street, NW
Suite 850
Washington, DC 20005

Clarence Williams will partner with Amanda Wood as the City's Relationship Manager. He is a registered lobbyist in the firm's Federal Lobbying Group in the DC office. He served as Rep. Kendrick Meek's Chief Policy Advisor and strategist on all issues relating to the Committees on

Ways and Means, Armed Services, Homeland Security, and Budget. Clarence's strengths are federal appropriations strategic development, non-appropriated federal funds including grants, and transportation issues, with a specific emphasis on water projects and other infrastructure development.

List of Federal Clients of Becker & Poliakoff

Algenol Biotech
Algenol Biotech, founded in 2006, is an industrial biotechnology company commercializing the use of hybrid algae to make ethanol and high-value organic green-chemicals directly from carbon dioxide, water and sunlight. Algenol has fully equipped biological research and engineering laboratories and specialized algal growing facilities. The Company operates a zero discharge, licensed aquaculture facility for research and development and has assembled one of the largest collections of blue-green algae strains in the world. Ultimately, Algenol intends to profitably produce billions of gallons of ethanol each year to meet the needs of the U.S. market and to operate in foreign countries either through subsidiaries, joint ventures or license arrangements. Algenol is located in Fort Myers, FL.

AMG Healthcare Services
AMG was founded on the idea of transforming the healthcare services industry by, providing around the clock staffing services performed by first class healthcare professionals. AMG's philosophy has resulted in obtaining first class personnel who have added an immediate gain for their client's healthcare offering, bottom line and growth by providing continuity of service to their clients, improving facility performance, decreasing costs, and most importantly having patient satisfaction. AMG has effectively staffed over forty Federal Government Hospitals and Facilities nationwide with both ancillary and professional healthcare providers. AMG currently works with thousands of healthcare professionals including physicians, psychologists, physician assistants, nurses, dentists, pharmacists and many other healthcare professionals to meet their client's needs.

Autism Speaks
Autism Speaks was founded in February 2005 by Bob and Suzanne Wright, the grandparents of a child with autism. Since then, Autism Speaks has grown into the world's leading autism science and advocacy organization, dedicated to funding research into the causes, prevention, treatments and a cure for autism; increasing awareness of autism spectrum disorders; and advocating for the needs of individuals with autism and their families. The organization is dedicated to funding global biomedical research into the causes, prevention, treatments and a possible cure for autism. Simultaneously, the non-profit strives to raise public awareness about autism and its effects on individuals, families, and society: and we work to bring hope to all who deal with the hardships of this disorder. Autism Speaks aims to bring the autism community

together as one strong voice to urge the government and private sector to listen to their concerns and take action to address this urgent global health crisis.

Bethune-Cookman University
Bethune-Cookman University (B-CU), was founded in 1904 by Mary McLeod Bethune.. Under the direction of President Trudie Kibbe Reed, the school achieved University status in 2007 with the launch of a master's degree program in transformative leadership. B-CU offers baccalaureate and master degrees in 37 majors/disciplines through seven academic schools – Arts & Humanities; Business; Education; Nursing; Science, Engineering and Mathematics; Social Sciences and Graduate and Professional Studies – and maintains intercollegiate athletic programs and instrumental and choral groups that have achieved national recognition. Located in Daytona Beach, B-CU is one of three private historically black colleges in the state of Florida. The institution boasts a diverse and international faculty and student body of more than 3,500 and the largest graduating class in Bethune-Cookman University history, granting over 570 degrees in spring of 2011.

Brady Campaign to Prevent Gun Violence
The Brady Campaign to Prevent Gun Violence is a national 501(c)(4) organization that works to pass, enforce, and protect sensible laws and public policy that address gun violence at the federal and state level. They do this by engaging and activating the American public, electing officials who support common sense gun laws, and increasing public awareness of gun violence.

Brady Center to Prevent Gun Violence
The Brady Center to Prevent Gun Violence is a national 501(c)(3) organization that develops and implements extensive public health and safety programs and utilizes the courts to reduce gun violence. Through their public health and safety programs, they inspire safer attitudes and behaviors around the 300 million guns already in our homes and communities and new gun purchases taking place every day.

Centene Corporation
Centene Corporation, a Fortune 500 company, is a leading multi-line healthcare enterprise that provides programs and related services to the rising number of under-insured and uninsured individuals. Founded as a single health plan in 1984, Centene has established itself as a national leader in the healthcare services field. Centene provides benefits under Medicaid, including the State Children's Health Insurance Program (CHIP), as well as Aged, Blind or Disabled (ABD), Foster Care and Long-term Care (LTC), in addition to other state-sponsored/hybrid programs, and Medicare (Special Needs Plans). Centene operates local health plans and offers a range of health insurance solutions. It also contracts with other healthcare and commercial organizations to provide specialty services including behavioral health, care management software, correctional systems healthcare, in-home health services, life and health

management, managed vision, pharmacy benefits management, specialty pharmacy and telehealth services.

City of Cape Coral, Florida
Cape Coral is located in Lee County, Florida, on the Gulf of Mexico. Founded in 1957 and developed as a master-planned, pre-platted community, the city has grown to a 2010 population of 154,305. With an area of 120 square miles (310 km^2), Cape Coral is the largest city between Tampa and Miami. The city is known as a "Waterfront Wonderland", since with over 400 mi (640 km) of navigable waterways, Cape Coral has more miles of canals than any other city in the world.

City of Hialeah Gardens, Florida
Incorporated in December 1948, the City of Hialeah Gardens has become a growing municipality with a population of 19,930 as of 2005. In February 1949, Hialeah Gardens adopted their first building code, their first traffic ordinance, and the first laws regarding hunting. Hialeah Gardens, which borders the City of Hialeah, served mainly as a rural community in which one of its main industries was raising horses. This remained so until 1968 when the city adopted an aggressive land use and zoning master plan to lead the growth of the city. The city's close proximity to major roadways such as Okeechobee Road (U.S. Route 27) and the Palmetto Expressway (State Road 826) provide opportunity for Hialeah Gardens to become one of the fastest growing municipalities in the county.

City of Miami Gardens, Florida
The City of Miami Gardens has a population of 105,457; it is the third largest city in Miami-Dade County (after Miami and Hialeah). Miami Gardens is home to Dolphin Stadium, used by the Miami Dolphins, and Calder Race Track. It has vibrant commercial corridors along the Palmetto Expressway (serving as the central shopping district for the furniture trade) and along U.S. 441 (serving the automobile trade). The city has rail access through the Florida East Coast Railway and the South Florida Tri-Rail System.

City of Opa-Locka, Florida
The City of Opa-locka has an area of 4.2 square miles and is located in the northeastern area of Miami-Dade County, Florida. Located in the city is the Opa-locka Executive Airport, owned and operated by the Miami-Dade County Aviation Department. As of the census of the 2007 mid-decade census, there were 15,376 people, 5,190 households, and approximately 4,000 families residing in the city. In addition, to the large general aviation airport, Opa-Locka has three parks, two lakes and a railroad station which is currently the tri-rail station.

Collier County, Florida
Collier County was created in 1923 from Lee County. It was named for Barron Collier, a New York City advertising mogul and real estate developer who had moved into Southwest Florida

and established himself as a prominent land owner. Collier County has a total area of 2,305 square miles and is the largest county in Florida by land area and fourth-largest by total area. Virtually the entire southeastern portion of the county lies within the Big Cypress National Preserve. The northernmost portion of Everglades National Park extends into the southern coastal part of the county. As of the 2010 census, the population was 321,520. Its county seat is East Naples, where the county offices were moved from Everglades in 1962.

Florida Crystals Corporation

Florida Crystals is a leading domestic sugar producer and North America's first fully integrated cane sugar company, guiding their sugar from the field to the table. They are America's first and only producer of certified organic sugar, grown and harvested in the United States, and the first sugar certified CarbonFree® by Carbonfund.org. Their renewable energy facility is the largest of its kind in North America and provides clean energy that powers their sugar operations and tens of thousands of homes, which helps reduce their use of fossil fuels.

Florida International University

Florida International University (FIU) is a public research university located in Miami, FL, with its main campus in University Park in Miami-Dade County. FIU is regarded as a research university with high research activity by the Carnegie Foundation and a first-tier research university by the Florida Legislature. Founded in 1965, FIU belongs to the 12-campus State University System of Florida and is one of Florida's primary graduate research universities, awarding over 3,400 graduate and professional degrees annually. The university offers 191 programs of study with more than 280 majors in 23 colleges and schools. FIU offers many graduate programs, including architecture, business administration, engineering, law, and medicine, offering 81 master's degrees, 34 doctoral degrees, and 3 professional degrees. FIU is the largest university in South Florida, the 2nd-largest in Florida, and the 7th-largest in the United States. Total enrollment in 2012 was 50,394 students, including 14,177 graduate students, and 2,974 full-time faculty with over 180,000 alumni around the world. In 2012, FIU's research expenditure was $104.6 million, with an endowment of $140 million. The university has an annual budget of $1.07 billion.

Florida Memorial University

Florida Memorial University (FMU) is a private coeducational four-year university in Miami Gardens, Florida and is the only Historically Black College or University in Miami. FMU has 41 undergraduate degree programs, graduate programs in education and business administration, and is accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, the Association of Collegiate Business Schools and Programs, the National Council for Accreditation of Teacher Education, the National Association of Schools of Music, and the Council on Social Work Education. The University is widely known for its successful pilot training program and that program's most recognized graduate, Barrington Irving, the youngest African American pilot to fly solo around the world.

Florida Yacht Brokers Association
The Florida Yacht Brokers Association was created in 1987 to unite those engaged in the yacht brokerage business for the purpose of promoting professionalism and cooperation among its members. The organization is comprised of over 1100 individual members representing over 400 businesses. The Yacht & Brokerage Show, held yearly in Miami, is owned jointly by the Florida Yacht Brokers Association and Yachting Promotions Inc. The show represents a significant cornerstone of achievement to the Association and the yacht brokerage community.

Friends of the National Museum of the American Latino
The Friends of the National Museum of the American Latino strives to create a museum in our nation's capital to educate, inspire and encourage respect and understanding of the richness and diversity of the American Latino experience within the U.S. and its territories by highlighting the contributions made by Latino leaders, pioneers and communities to the American way of life.

Gold Coast Florida Regional Center
Gold Coast Florida Regional Center (GCFRC) is a federally licensed and approved foreign equity investment fund that focuses on key real estate investment and development opportunities, that offers individuals and their immediate family members the opportunity to obtain permanent residency status under the EB-5 Regional Center Program. Gold Coast Florida Regional Center is making Hollywood Circle its first project. A fully entitled and approved mixed-use development on Young Circle in Downtown Hollywood, the Hollywood Circle project is expected to pump $160 million into the local economy and create almost 3,000 new jobs.

Integenx
IntegenX, headquartered in Pleasanton, California, is the market leader of Rapid human DNA identification technology. IntegenX technology platforms integrate advanced fluidics, optics, and biochemistry capabilities to produce sample-to-answer products for DNA-based human identity testing for forensics and law enforcement applications. IntegenX, the IntegenX logo, and RapidHIT are trademarks of IntegenX Inc.

Intuit
Intuit is a leading provider of business and financial management solutions for small and mid-sized businesses; financial institutions, including banks and credit unions; consumers and accounting professionals. Their flagship products and services, including QuickBooks, Quicken and TurboTax software, simplify small business management, payroll and payment processing, personal finance, and tax preparation and filing. ProSeries and Lacerte are Intuit's leading tax preparation software suites for professional accountants. The company's financial institutions division, anchored by Intuit Financial Services, provides on-demand banking services to help banks and credit unions serve businesses and consumers with innovative solutions.

Meridian Partners
Since 2004, Meridian Partners has provided ERP services to public sector agencies and Fortune 1000 organizations. As an SAP Preferred Services Partner, Meridan has over forty consultants in multiple areas of discipline with broad and deep experience in maintenance, support, upgrades, module implementation, training and strategic staffing. Meridian Partners relies on business and technical experience along with sound judgment to deliver the best solutions to clients to mitigate risk, control costs, implement the right long term solutions for their business, and attain buy-in from end users.

Monroe County, Florida
Monroe County is the southernmost county in Florida and the United States. It is made up of the Florida Keys and portions of the Everglades National Park and Big Cypress National Preserve. These parks are mostly uninhabited mainland areas. Most known are the Florida Keys with its string of islands connected by U.S. Highway 1, which ends in Key West, 150 miles southwest of Miami. In total area, Monroe County is comprised of 3,737 square miles, mostly of water, 73%. Key West is the largest of the islands with a natural deep water harbor.

MorphoTrak
MorphoTrak is the world leader in multibiometric technologies for fingerprint, iris and facial recognition, and an acknowledged expert in identification systems. Its solutions meet a wide range of security needs for people, companies and governments worldwide, including identity management, personal rights for residents and travelers, physical access to airports or other high-value sites, and logical access, either online or via secure terminals. MorphoTrak headquarters are located near Washington D.C., with major corporate facilities in Anaheim, CA and Federal Way, WA, and regional facilities throughout the U.S.

Palm Beach County, Florida
Palm Beach County is the largest county in Florida in land area. According to the 2010 Census, Palm Beach County has a base population of 1,320,134, making it the third largest county in Florida behind Miami-Dade and Broward and the twenty-eighth largest in the country. About 55 percent of Palm Beach County residents live in one of 38 municipalities, the remaining 587,844 living in unincorporated areas.

reTXT
reTXT is the first cross-platform messaging application that provides myriad features not currently available all at once from the same app anywhere else. Utilizing advanced end-to-end encryption, every message sent is encrypted and can only be viewed by the recipient; this includes all text, images and videos. Users also have the ability to change or delete messages they have already sent. reTXT is a Scottsdale, Arizona firm run by Silicon Valley veterans, currently selling reTXT in the Google App Store and in several other tech venues. There are also

several DoD and HHS applications that are currently in the early implementation stages wherein reTXT fits perfectly.

Sarasota County, Florida
Sarasota County anchors the middle of Florida's western coast, approximately 60 miles south of Tampa Bay. It consists of the cities of Sarasota, Venice, and North Port, and the Town of Longboat Key. Sarasota County is home to approximately 381,000 permanent residents; more than 450,000 during the winter months and the community encompasses over 563 square miles, and is surrounded by 37 miles of open shoreline along the Gulf of Mexico.

ShotSpotter (SST, Inc.)
ShotSpotter products are the world's most trusted, most scalable and most powerful gunfire alert and analysis solutions. Agencies that have adopted ShotSpotter solutions and best practices as part of a comprehensive crime-reduction strategy have reported reductions in urban gunfire by up to 80% and related violent crime by as much as 40%. Police and law enforcement agencies around the globe are using ShotSpotter to provide real-time information about gunfire and explosions, enabling a more effective response to gun violence and giving them a more complete picture of crime, so that they can better protect their personnel and their communities.

Telephone Systems International
Telephone Systems International (TSI) was incorporated in 1998 for the purpose of establishing a commercial telephone system in Afghanistan. TSI owns and operates Afghan Wireless, the country's first mobile phone company and it is the largest provider of telecom services of any kind. TSI is headquartered in Florida.

Town of Davie, Florida
The Town of Davie is home to over 90,000 residents who live within central Broward County. The Town of Davie is also the nexus of higher education in South Florida where several nationally known colleges, technical institutes, and universities make up the South Florida Educational Center. The home of the Miami Dolphins who practice daily at Nova Southeastern University, Davie is ideally located among major thoroughfares such as the Ronald Reagan Turnpike, I-595, I-75, and is within a few minutes travel to the Ft. Lauderdale/Hollywood International Airport and Florida's deepest port, Port Everglades.

Kansas City Power & Light
Founded in 1882, Kansas City Power & Light (KCP&L) has grown into a trusted energy provider and resource. As an investor-owned, regulated electric utility, KCP&L serves more than 800,000 customers in 47 northwest Missouri and eastern Kansas counties. With a service area of about 18,000 square miles, it takes more than 3,000 miles of transmission lines, 24,000 miles of

distribution lines and more than 400 substations to deliver power to their customers. The utility's corporate offices are located in Kansas City, Missouri.

Outdoor Amusement and Business Association (OABA)
The Outdoor Amusement and Business Association is a national association for the mobile amusement industry and provides thousands of members with services in such areas as safety, public relations, its monthly "ShowTime" magazine, the official annual publication, "The Midway Marquee" and more. The association serves as the voice of the industry at the federal and state levels since 1965. The OABA is involved in representing their members on a wide variety of legislative issues ranging from state amusement ride issues to the interests of the industry with other federal and state regulatory entities such as Department of Transportation (DOT), Consumer Products Safety Administration (CPSC), U.S. Department of Agriculture (USDA) with exotic, animals owned by member petting zoos and circuses, Americans with Disabilities Act (ADA) and Occupational Safety and Health Administration (OSHA). Their headquarters is located in Winter Park, Florida.

Paradigm Precision
Paradigm Precision is a leading manufacturer of complex machined and fabricated components for the aerospace, land-based power generation and marine markets. The company's core capabilities include laser services, airflow measurement, thermal coatings, electrical discharge machining, precision machining and TCT BLAST™. Paradigm Precision was established in 2011 and is a privately owned enterprise formed by the acquisition of Turbo Combustor Technology, Paradigm Precision Holdings, and Unison Engine Components. The Company operates on a global basis and has 11 locations in 6 countries with more than 1,900 employees. Paradigm's headquarters is located in South Florida.

Project C.U.R.E.
Project C.U.R.E. is the largest provider of donated medical supplies and equipment to developing countries around the world. Project C.U.R.E. is the recipient of the GuideStar Exchange Silver Seal, the Charity Navigator Four-Star Rating and ranked by Forbes as one of the 20 Most Efficient Large U.S. Charities. Project C.U.R.E.'s headquarters is located in Denver, Colorado. Since 1987, Project C.U.R.E. has delivered equipment and supplies to hospitals and clinics in over 130 countries. Project C.U.R.E. has been an industry leader in developing new ways to allow the organization to provide the highest quality donated medical supplies and equipment possible to resource-limited communities across the globe, including efficient and accurate inventory systems, supply chain management, expert management of logistics and strong in-country relationships. Project C.U.R.E. also offers numerous domestic and international volunteer opportunities.

Total Military Management

Founded in 2003 by Matt Connell, Total Military Management (TMM) was formed to develop beneficial, profitable programs for agents and household goods carriers who serve the military marketplace. TMM consults for and forms partnerships with carriers who wish to have their authority developed. TMM specializes exclusively in Department of Defense (DoD) business with the goal of making DoD traffic more profitable for both agent and carrier. TMM has been in the forefront of DPS innovation and implementation. We partnered in the development of the EasyDPS™ system in 2007 and that system has become the industry standard for DPS system technological solutions. TMM was one of two companies chosen by the government to test their DPS system before its implementation. TMM sent an employee to be on-site at SDDC for 18 months during this period. TMM has booked more domestic DP3 jobs since its inception than any other carrier group. TMM is located in Jacksonville, Florida.

City of Hialeah, Florida

The City of Hialeah is the fifth largest municipality in Florida, serving over 224,000 residents living in approximately twenty-square miles. Hialeah sits in the heart of northwest Dade, and has access to every major thoroughfare (I-75, Palmetto Expressway, Florida Turnpike, US 27 (Okeechobee Road). Hialeah, incorporated in 1925, has a long and proud history. One of the city's most important and nationally well-known historic sites is the Hialeah Park Racetrack, built in 1925. Hialeah's vibrant community is viewed as an American industrial city that continues to grow. Hialeah is one of the largest areas for employment and economic development in Miami Dade County and the City of Hialeah is one of its largest employers

North Bay Village, Florida

North Bay Village is a three-island community situated in northeast Miami-Dade County between the cities of Miami and Miami Beach. The three islands – North Bay Island, Harbor Island, and Treasure Island – are linked by the John F. Kennedy (79th Street) Causeway, which extends across Biscayne Bay from Miami to Miami Beach. As of 2010, the population recorded by the U.S. Census Bureau was 7,137.

TAB B: Description of government projects

The entire Becker & Poliakoff team will be engaged on a daily basis in support of or in opposition to various statutory or regulatory policy proposals of critical interest to the City of Palatka. The team is well-versed and experienced in the needs, concerns and legislative issues the City has before it: specifically, waste water treatment plant upgrades, infrastructure upgrades and expansion (and related funding), and affordable housing. The development of a business incubator would be in the firm's wheelhouse of expertise in that it can be considered a microcosm of the economic development models that key members of the firm have been instrumental in shaping in Florida over the past 30 years.

State Projects

The firm's lobbying team is well-known and well-positioned to assist clients through the governmental processes in Tallahassee. Our lobbyists have excellent long time working relationships with key legislative leaders, cabinet members, local elected officials, other opinion leaders and key staff members. Our lobbying team has outstanding relationships with the leadership of both the House and Senate and work effectively on both sides of the aisle.
Our lobbying team has been hailed as the most diverse team in Tallahassee.

Appropriations & Legislative Client Accomplishments

- For Florida Association of Jewish Federations (a client for 15+ years), we secured tens of millions of dollars in line item appropriations for human service agencies and nursing homes during 25 years of representation and passed substantive legislation to mandate the teaching of the Holocaust in public schools and other legislation related to Hate Crimes and the divestiture of State pension funds from certain countries, such as Iran and Sudan and State pension fund investments in Israel Bonds.
- For a large utility client who wanted to pass new "move over" legislation for the safety of its employees. We identified like-minded companies from the client's industry and others to build a coalition. We quarterbacked the coalition's work including drafting the language, developed then executed a legislative strategy to pass the bill in its very first session. Our client praised our ability to formulate a winning legislative strategy, create a wide and strong coalition of support, receive bipartisan support in both chambers, establish good public policy and most importantly our ability to transform an idea into law in one session.
- For City of Hollywood (a client for 15+ years), we secured tens of millions of dollars for the City of Hollywood for senior center programs, beach nourishment, park improvements, museums, and public safety during 20 years of representation and Helped pass substantive legislation regarding Home Rule Power, Annexation, Community Re-Development Agencies (CRA), Municipal Elections, and coastal construction and development.
- For the Bethune-Cookman University, Florida Memorial University and Edward Waters College, we helped protect millions in funds and corrected a funding process that changed

the funding process from expenditure and reimbursement process in favor of upfront funding.

- For Isle of Capri Casino & Pompano Park, we helped pass original enabling legislation and agency rules that govern slot machine gaming and card rooms and have been involved in all gaming related issues at the legislative and executive level. Subsequently, we helped pass legislation to lower the tax rate on slots from 50% to 35%, expand hours of operation, poker limits and allow for video black jack for pari mutuels.
- For the Baltimore Orioles, we helped pass legislation on behalf of the Baltimore Orioles and the Florida Grapefruit League that provides tens of millions of dollars in State of Florida funding for the renovation and construction of Major League Baseball Spring Training Stadiums in Florida.
- For Access Health Solutions, we helped secure the passage of State legislation for Access Health Solutions that created a special role for minority physician networks in the delivery of health care to underserved communities in Florida. Worked extensively in Tallahassee with various agencies, including Agency for Health Care Administration and the Medicaid Program Office, to ensure the promulgation of appropriate agency rules.
- For Ocean Harbor Insurance Company, we helped re-enact PIP (Personal Injury Insurance) as a mandatory insurance in Florida during a Special Session of the Florida Legislature. We worked closely with the Governor's office, House and Senate leaders, the Insurance Commissioner, and many others to reform and re-enact no fault insurance.
- For Family Law Section of the Florida Bar, we helped achieve their legislative priorities including legislation that rewrote the Child Support chapter of Florida Statues and made significant changes to the alimony statute. The Firm is proud of receiving the Section's Legislative Merit Award recognizing these accomplishments

Federal Projects

Based on our collective Capitol Hill experience and representation of many clients at the federal level, we have established direct relationships with key federal agency officials who are in positions to guide funding levels, program and policy decisions, advisory board appointments, and competitive awards.

While we deal directly with federal officials on a daily basis, we also leverage many of our efforts by working through Congressional offices. We will not only work with Senators Nelson and Rubio, and Representative Corinne Brown, who represents but also with member offices that have jurisdiction and oversight over the federal agencies that will be key to our efforts on your behalf.

Funding Successes

Over a period of three fiscal years, Amanda Wood assisted Collier County in securing $2.1 million in federal funding for transportation infrastructure to support improvements to two key interchanges on I-75 at Everglades Boulevard and Collier Boulevard/SR 84. These improvements were critically

needed to provide access to a route for safe evacuations from storms and fires as significant growth continues in Collier County.

In the absence of earmarks, the team has used their years of experience to find innovative ways to help clients obtain federal funds and resources. In one such instance for the City of Opa Locka, team members helped orchestrate the release of over $1 million in sequestered grant funds for a capital project in Opa Locka while simultaneously negotiating funds from the State Revolving Fund totaling just under $1 million for a related project in Opa Locka. We also worked with the Department of Transportation's FAA to maintain the operation of the Executive Airport in Opa Locka in the face of widespread contract tower closing. Opa Locka was one of only 24 airports to remain open of the original 177 slated for closing.

Our team worked with program officials within the Department of Education and Congressional committee staff to provide the Department with authority to modify eligibility requirements for an existing program that had remaining funds from the previous budget year. In advocating for and obtaining the modification the Department wanted and our client needed, our team was then able to assist clients, Florida Memorial University, Bethune-Cookman University and Edward Waters College in receiving $12 million in capital funding from the program's remaining money.

U.S. Highway 331 and the Choctawhatchee Bay Bridge are the only routes in Walton County for residents from the southern portion of Walton County to travel to the northern portion. Amanda Wood assisted them in securing $332,500 in federal transportation funding to support additional design, right of way and construction to provide enhancements to this route in order to allow for additional capacity for evacuation purposes and regional economic development. This represented the first federal investment in this project and has since resulted in a re-prioritization of this project by Florida DOT and an expedited construction timetable.

The City of Miami Gardens applied to the U.S. Department of Justice for a Community Police Hiring Program grant to hire new officers. Prior to the application being made, we arranged a series of high level meetings with officials at DOJ and within Congress to support the City's need for more police officers. Despite the Agency's desire that the 2013 round be dedicated to putting more law enforcement personnel in schools after the devastating Sandy Hook tragedy, we were able to convince them of the dire need for a greater law enforcement presence on the streets in Miami Gardens. The City was subsequently awarded $1,250,000 to hire ten new police officers.

The following are some legislative activities that demonstrate our experience and expertise on policy issues that may impact the City.

FEMA Deobligation Legislative Approach

Becker & Poliakoff continues to work with FEMA to reach a positive determination on pending appeals of FEMA's de-obligation of disaster recovery expenditures related to the hurricanes from over a decade ago for clients including Palm Beach County, City of Hialeah, Town of Davie and the City of Cape Coral. We are actively engaged with the Florida Congressional delegation and our

contacts within FEMA headquarters and the Florida Department of Emergency Management in support of these appeals.

However, we are also working with members of the Florida delegation on language that would restrict FEMA's ability to de-obligate funds many years after a disaster. As you are well aware, currently FEMA has a three year statute of limitation on which it can recover payments (deobligate) made to a State or local government for disaster assistance. The three year window starts after the date of transmission of the final expenditure report for the disaster. Since there are many PWs still outstanding from the 2004 storms, no final expenditure report has been transmitted for the most recent Florida storms and thus FEMA is able to continue to deobligate funds. The bill language would change the three year window so that it would begin once the PW is transmitted, and not wait until completion of the final expenditure report for the entire disaster.

More importantly, the original bill was amended to include language from Congresswoman Lois Frankel that prevents FEMA from recovering (deobligating) any payments made to a State or local government for disaster assistance after January 1, 2004 – which encompasses the 2004 hurricanes and the pending FEMA deobligation cases. If this bill is enacted today, FEMA cannot deobligate the funds from the outstanding deobligations in Florida. This bill still has a long way to go to be enacted into law, but at the very least it puts FEMA on notice that Congress is playing close attention to this issue. Also, if FEMA makes a determination on the appeal before this bill is enacted, the bill language says that the decision is final and cannot be changed.

Sober Homes

Our DC team has been working with Rep. Lois Frankel, other Congressional members, Congressional staff, and U.S. Department of Justice (DOJ) staff to solicit their advice and support in addressing the current sober home issue. Specifically, we have been requesting that the DOJ amend its Joint Statement of the Department of Justice and the Department of Housing and Urban Development on Group Homes, Local, Land Use, and the Fair Housing Act. We worked with Rep. Lois Frankel's office to draft a letter to DOJ and HUD. This over-concentration of sober homes changes the character of single-family communities and undermines the benefit of recovering addicts looking to live in a neighborhood community, rather than in an institutionalized environment. The proliferation of sober homes has led to increased crimes rates, overcrowding, litter, constant noise, and drug overdoses.

We sought guidance on this issue from DOJ, who suggested that we submit questions on topics that are not addressed in the 1999 DOJ-HUD Joint Statement on Group Homes, Local Land Use, and the Fair Housing Act. The joint statement does not address state and local government concerns about sober homes, which were not an issue fifteen years ago. The pre-1999 cases on which the Joint Statement was based did not often apply to the FHAA in the context of sober homes, but rather focused on other group homes for the disabled or limited their discussions to application of the FHAA to resident-run Oxford Houses, which are distinctly different from today's for-profit sober houses being operated by non-residents.

As a direct result of our efforts, DOJ sent a letter to Rep. Lois Frankel on July 10, 2015 stating that both DOJ and HUD will be "reviewing and updating the Joint Statement." We have had several conversations with DOJ regarding our recommendations on how to amend the current Joint Statement. Options include rulemaking, or a directive to change the statement could also come directly from the Administration or from Congress.

RESTORE Act

Following the explosion and fire on BP's Deepwater Horizon in the summer of 2010, Amanda Wood worked on behalf of Collier County to gain passage of legislation to compensate impacted counties and restore habitat. The RESTORE Act became law in the summer of 2012 and holds the parties responsible for the Gulf oil disaster accountable for restoring the Gulf. By investing fines owed by BP and the other parties responsible for the Gulf oil spill into the Gulf region, the RESTORE Act will provide significant financial resources to the County. Following passage, Amanda worked closely with County staff to identify all opportunities, develop criteria and processes for project selection and prepare for expedited draw down of these funds.

Other legislative matters that Becker & Poliakoff can advocate for the City of Palatka on:

National Flood Insurance Program

While Congress recently passed legislation delaying implementation of portions of the Biggert-Waters Flood Insurance Reform Act of 2012, which will bring much needed relief to Florida's property owners, a long term solution is needed.

Transportation Reauthorization

Support efforts in the upcoming highway bill reauthorization to increase Florida's share of federal highway spending. Florida currently rates poorly in the U.S based upon the rate of return for federal highway funding, getting back only 92¢ on every dollar sent to Washington, DC and currently ranks second of those considered "historical donor states". Florida has "donated" $2,570,000,000 to improve roads in other states since 1956.

Waters of the United States

The City may determine that the Waters of the United States (WOTUS) regulation from the EPA and the Army Corps of Engineers should not be applied in an unnecessarily broad manner. These regulations could have a significant impact on communities across the country because it would modify existing regulations that have been in place for over 25 years regarding which waters fall under federal jurisdiction through the Clean Water Act (CWA). Because the proposed rule could expand the scope of CWA jurisdiction, the City of Palatka could feel a major impact as more waters become federally protected and subject to new rules or standards.

Marketplace Fairness Act

Support legislation pending in the United States Congress that would enable state governments to collect sales taxes and use taxes from remote retailers with no physical presence in their state. Out-of-state sellers are not currently required to collect the sales tax, which means that the responsibility falls to consumers to report it to their state department of revenue. The playing field

isn't level for all sellers and states are unable to collect more than a fraction of the revenue that is owed.

Protect Tax Exempt Status of Municipal Bonds

Municipal bond interest is – and always has been – exempt from federal tax, just as federal bonds are exempt from state and local taxes. However, in an effort to close the federal budget gap, some in Washington are targeting the tax exempt status of municipal bonds, which would increase the costs of borrowing for local governments, likely preventing many infrastructure projects from moving forward. According to the Congressional Joint Committee on Taxation, the exemption would cost the federal government $177.6 billion over five years. However repealing the status completely would have cost local governments $495 billion in interest expenses over the past decade.

TAB C: Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested

The following documents are included in this section.

Per General Terms and Conditions B. Professional Regulation (p. 3):

Florida lobbying registrations for the firm and team members.

Per General Terms and Conditions I. Insurance (p. 5):

Letter verifying the Policy Holders Rating of A and the Financial Rating of XV for each of the three insurers that we will secure insurance from under this RFQ if selected.

Certificate of Authority from National Fire Insurance Company of Hartford

Certificate of Authority from Valley Forge Insurance Company

Certificate of Authority from Continental Casualty Company

Per Exhibit A – Contact Sheet

W-9 for Becker & Poliakoff, P.A.

2016 LEGISLATIVE LOBBYING FIRMS

A. B. Dudley & Associates Inc (850) 559-1139
PO Box 428, Tallahassee, FL 32302
Dudley, Alison B.
Po Box 428, Tallahassee, FL 32302-0428

A. Stephen Hill & Associates (850) 668-3900
1373 Lloyds Cove Rd, Tallahassee, FL 32312
Hill, A. Stephen
1373 Lloyds Cove Rd, Tallahassee, FL 32312

Acclaim Strategies Inc (850) 570-5747
PO Box 923, Tallahassee, FL 32302-0923
Kelly, Natalie
Po Box 923, Tallahassee, FL 32302-0923

Adams St. Advocates (850) 445-0107
205 S Adams St, Tallahassee, FL 32301
Beck, Robert S.
205 S Adams St, Tallahassee, FL 32301
Cherry, Bryan R.
205 S Adams St, Tallahassee, FL 32301
Davant, Claudia
205 S Adams St, Tallahassee, FL 32301
Ericks, Candice D.
333 N New River Dr E, Ste 2000B, Ft Lauderdale, FL 33301
Ericks, David L.
205 S Adams St, Tallahassee, FL 32301
Jackson, Tanya C.
205 S Adams St, Tallahassee, FL 32301

ADF Consulting LLC (786) 586-7001
8460 SW 184 St, Miami, FL 33157
Figueroa, Andreina
8600 SW 67th Ave, 933, Miami, FL 33143

Advantage Consulting Team (850) 727-5000
115 E Park Ave, Ste 100, Tallahassee, FL 32301
Jensen, Lisa R.
115 E Park Ave, Ste 100, Tallahassee, FL 32303
O'Doski, Rhett E.
115 E Park Ave, Ste 100, Tallahassee, FL 32303
Rudd, Ryder S.
115 E Park Ave, Ste 100, Tallahassee, FL 32303
Stafford, Sean C.
115 E Park Ave, Ste 100, Tallahassee, FL 32303

Ai Advisory, Inc. (786) 514-2965
951 Brickell Avenue, 701, Miami, FL 33131
Fernandez, Jessica
951 Brickell Ave, 701, Miami, FL 33132
Ibarra, Armando Jose
951 Brickell Avenue, #701, Miami, FL 33131

Akerman LLP (850) 224-9634
106 E College Ave, Ste 1200, Tallahassee, FL 32301
Hale, Russell B.
Po Box 231, Orlando, FL 32802-0231
Pinsky, Richard
106 E College Ave, Tallahassee, FL 32301
Townes, Virginia B.
420 S Orange Ave, Orlando, FL 32801
Wozniak, Carrie Ann
420 S Orange Ave, Suite 1200, Orlando, FL 32801

All Florida Solutions Inc (561) 997-9995
PO Box 81-1433, Boca Raton, FL 33481-1433
Handler, Henry B.
PO Box 81-1433, Boca Raton, FL 33481-1433
Ryan, Jeffrey T
1012 Washington St, Suite 100, Tallahassee, FL 32303

Amy Bisceglia (813) 361-4805
post office box 301, Tallahassee, Florida 32302
Bisceglia, Amy C.
Po Box 301, Tallahassee, FL 32302-0301

Andrew J. Liles (850) 294-5004
1962 Vineland Dr, Tallahassee, FL 32317
Liles, Andrew J.
1962 Vineland Dr, Tallahassee, FL 32317

Anfield Consulting (866) 960-5939
201 W Park Ave, Ste 100, Tallahassee, FL 32301
Balido, Albert
201 W Park Ave, Ste 100, Tallahassee, FL 32301
Bernardino, Frank S.
201 W Park Ave, Ste 100, Tallahassee, FL 32301
Fernandez, Edgar G.
201 W Park Ave, Suite 100, Tallahassee, FL 32301

Anna Cam Fentriss (850) 222-2772
1400 Village Square Blvd # 3-243, Tallahassee, FL 32312
Fentriss, Anna Cam
1400 Village Square Blvd, Tallahassee, FL 32309

Ard Shirley & Rudolph PA (850) 577-6500
207 W Park Ave, Ste B, Tallahassee, FL 32301
Ard, Samual J.
Ard Shirley & Rudolph PA, PO Box 1874, Tallahassee, FL 32302-1874
Lucas, Alexandra Lee
207 W Park Ave, Suite B, Tallahassee, FL 32301

Arnstein & Lehr LLP (954) 713-7600
200 E Las Olas Blvd, Ste 1000, Ft Lauderdale, FL 33301
Poliakoff, Keith M.
Arnstein & Lehr LLP, 200 E Las Olas Blvd Ste 1000, Ft Lauderdale, FL 33301

Asztalos and Associates (850) 284-1166
5013 Centennial Oak Cir, Tallahassee, FL 32308
Asztalos, Robert P.
Asztalos & Associates, 5013 Centennial Oak Cir, Tallahassee, FL 32308

Ausley & McMullen PA (850) 224-9115
123 S Calhoun St, Tallahassee, FL 32301
Emmanuel, Stephen Craig
Po Box 391, Tallahassee, FL 32302-0391
Hart, Kenneth R.
Po Box 391, Tallahassee, FL 32302-0391
Thompson, James Harold
123 S Calhoun St, 123 S Calhoun St, Tallahassee, FL 32301
Wahlen, J. Jeffry
Ausley & McMullen, PO Box 391, Tallahassee, FL 32302

Baker & Hostetler LLP (407) 649-4000
200 S Orange Ave, 200 S Orange Ave, Orlando, FL 32801
Gruber, Kurt P.
SunTrust Center Ste 2300, 200 S Orange Ave, Orlando, FL 32801

Ballard Partners (850) 577-0444
403 E Park Ave, Tallahassee, FL 32301
Abrams, Michael I.
2 Alhambra Plaza, Suite 102, Coral Gables, FL 33134
Anderson, Richard
618 E. South Street, Suite 500, Orlando, FL 32801
Ballard, Brian D.
403 E Park Ave, Tallahassee, FL 32301
Benford, Brady J.
403 East Park Avenue, Tallahassee, FL 32301
Bracy, Carol L.
403 E Park Ave, Tallahassee, FL 32301
Burleson, Bradley S.
403 E Park Ave, Tallahassee, FL 32301

Dorworth, Chris
618 E. South Street, Suite 500, Orlando, FL 32801
Forrest, Mathew
1400 Centrepark Blvd, Ste 1010, West Palm Beach, FL 33401
Gorrie, Jan Johnson
2202 N West Shore Blvd, Ste 200, Tampa, FL 33607-5749
Hansen, Christopher K.
403 E Park Ave, Tallahassee, FL 32301
Johnston, John R.
403 E Park Ave, Tallahassee, FL 32301
Josko, Todd
403 East Park Avenue, Tallahassee, FL 32301
Lukis, Sylvester
2 Alhambra Plaza, Suite 102, Coral Gables, FL 33134
Payton, Donald J.
618 E. South Street, Suite 500, Orlando, FL 32801
Rodriguez, Monica L.
403 E Park Ave, Tallahassee, FL 32301
Sayfie, Justin J.
450 E Las Olas Blvd, Ste 1500, Fort Lauderdale, FL 33301
Turbeville, William Gregory
403 E Park Ave, Tallahassee, FL 32301
Walters, Wansley
403 E Park Ave, Tallahassee, FL 32301
Wiles, Susan Summerall
818 A1A North, Suite 101, Ponte Vedra Beach, FL 32082
Young, Amy J.
1400 Centrepark Blvd, Ste 1010, West Palm Beach, FL 33401
Zander, Stephanie Grutman
450 E. Las Olas Blvd., Suite 1500, Ft. Lauderdale, FL 33301

Barbara A. DeVane & Associates (850) 222-3969
625 E Brevard St, Tallahassee, FL 32308
DeVane, Barbara
625 E Brevard St, Tallahassee, FL 32308

Barlow Consulting Inc (561) 706-5878
PO Box 294136, Boca Raton, FL 33429
Barlow, Thomas W.
Po Box 294136, Boca Raton, FL 33429-4136

Bascom Communications & Consulting (850) 222-2140
217 S Adams St, Tallahassee, FL 32301
Bascom, Sarah
217 S Adams St, Tallahassee, FL 32301

Becker & Poliakoff PA (954) 985-4180
ATTN: Bernie J. Friedman, 1 E Broward Blvd Ste 1800, Ft Lauderdale, FL 33301
Adams, Joseph E.
12140 Carissa Commerce Ct, Ste 200, Ft Myers, FL 33966
Bailey, Mario J.
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
Bermudez, Jose A.
121 Alhambra Plz Fl 10, Coral Gables, FL 33134-4540
Direktor, Kenneth S.
1 E Broward Blvd, Ste 1800, Ft Lauderdale, FL 33301
Friedman, Bernie J.
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
Fuentes, Jose K.
121 Alhambra Plz Fl 10, 121 Alhambra Plaza 10th Floor, Coral Gables, FL 33134-4540
Goin, Yeline
111 N Orange Ave, Suite 1400, Orlando, FL 32801
Jackson, Yolanda Cash
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
Koslow, Alan
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
Schiller, Neil
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
Shir, Jeremy B.
1 E Broward Blvd, Fort Lauderdale, Fort Lauderdale, FL 33301
Skyers, Karen
Becker & Poliakoff, P.A., 1 E. Broward Blvd., 18th Floor, Fort Lauderdale, FL 33301
Weintraub, Lee
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301

Beth Labasky & Associates (850) 322-7335
1400 Village Square Blvd, 3-116, Tallahassee, FL 32312
Labasky, Beth K.
1400 Village Square Blvd, Suite 3-116, Tallahassee, FL 32309

BH & Associates Inc (850) 222-0191
PO Box 11094, Tallahassee, FL 32302
Jogerst, Brian B.
Po Box 11094, Tallahassee, FL 32302-3094

Boscan & Associates LLC (407) 383-4600
4819 Indian Deer Rd, Windermere, FL 34786
Boscan, Jose M.
11655 Delwick Dr, Windermere, FL 34786

Brad Ashwell (850) 294-1008
1536 Chuli Nene, Tallahassee, FL 32301
Ashwell, Brad
1536 Chuli Nene, Tallahassee, FL 32301

Bradford Group LLC (813) 833-5931
23200 Gracewood Circle, Land 'O Lakes, FL 34639
Bradford, Gary H.
23200 Gracewood Cir, Land O' Lakes, FL 34639-4943

Brenda D. Dickinson (850) 264-2184
PO Box 12563, Tallahassee, FL 32317
Dickinson, Brenda D.
Po Box 12563, Tallahassee, FL 32317-2563

Brewton Plante PA (850) 222-7718
225 S Adams St, Suite 250, Tallahassee, FL 32301
Brewton, Wilbur E.
225 S Adams St, Suite 250, Tallahassee, FL 32301
Labasky, Ronald A.
225 S Adams St, Ste 250, Tallahassee, FL 32301

Broad and Cassel (850) 681-6810
Po Box 11300, Tallahassee, FL 32302-3300
Mannheimer, Douglas L.
Po Box 11300, Tallahassee, FL 32302-3300

Bryan Villella and Myers Inc (850) 224-5081
311 E Park Ave, Tallahassee, FL 32301
Daniel, David T.
311 E Park Ave, Tallahassee, FL 32301
Hartley, Jeff
311 E Park Ave, Tallahassee, FL 32301

Buchanan Ingersoll & Rooney PC (850) 681-0411
101 N Monroe St, Ste 1090, Tallahassee, FL 32301
Arnold, J. Keith
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301
Bacot, Brett R.
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301
Bell, Douglas S.
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
DeBeaugrine, Jim
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
George, Marnie L.
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
Giorgio, Sherri

2016 Legislative Lobbyist Detail

Back to Search

Karen Skyers

Mailing Address:

Becker & Poliakoff, P.A., 1 E. Broward Blvd.
18th Floor
Fort Lauderdale, FL 33301

Phone Number:

(813) 527-3900

Principals:

Autism Speaks (/LobbyistInformation/PrincipalDetail/1372?year=2016&Branch=L)

1990 K St NW
2nd Floor
Washington, DC 20006
Industry Code: 813311 Developmentally disabled advocacy organizations
Effective Date: 1/11/2016

Centene, DBA Sunshine Health (/LobbyistInformation/PrincipalDetail/2450?year=2016&Branch=L)

1301 International Pkwy

Ste 400
Sunrise, FL 33323
Industry Code: 524114 Health insurance carriers, direct
Effective Date: 1/11/2016

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2831?year=2016&Branch=L)

Po Box 150027
Cape Coral, FL 33915-0027
Industry Code: 921120 City and town councils
Effective Date: 1/11/2016

City of Pompano Beach (/LobbyistInformation/PrincipalDetail/3024?year=2016&Branch=L)

100 W Atlantic Blvd
Pompano Beach, FL 33060
Industry Code: 921120 City and town councils
Effective Date: 1/21/2016

FCCI Insurance Group (/LobbyistInformation/PrincipalDetail/4980?year=2016&Branch=L)

6300 University Pkwy
Sarasota, FL 34240
Industry Code: 551112 Insurance holding companies
Effective Date: 1/20/2016

Miami-Dade Expressway Authority (/LobbyistInformation/PrincipalDetail/10033?year=2016&Branch=L)

3790 NW 21st St
Miami, FL 33142
Industry Code: 926120 Transportation departments, nonoperating
Effective Date: 1/14/2016

Neighborworks Florida Collaborative (/LobbyistInformation/PrincipalDetail/16381?year=2016&Branch=L)

1907 E Hillsborough Ave
Tampa, FL 33610

Industry Code: 813920 Professional associations
Effective Date: 1/11/2016

Solid Waste Authority of Palm Beach County (/LobbyistInformation/PrincipalDetail/13129?year=2016&Branch=L)

7501 N Jog Rd
West Palm Beach, FL 33412
Industry Code: 562213 Garbage disposal combustors or incinerators
Effective Date: 1/11/2016

Urban League of Broward County, Inc (/LobbyistInformation/PrincipalDetail/14719?year=2016&Branch=L)

560 NW 27th Ave
Fort Lauderdale, FL 33311
Industry Code: 624190 Individual and family social services, multi-purpose
Effective Date: 1/20/2016

Virgil Hawkins Florida Chapter National Bar Association (/LobbyistInformation/PrincipalDetail/14941?year=2016&Branch=L)

Po Box 173015
Tampa, FL 33672-3015
Industry Code: 541110 Attorneys' private practices
Effective Date: 1/14/2016

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Related Websites

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- flsenate.gov (http://www.flsenate.gov/)
- Commission on Ethics (http://www.ethics.state.fl.us/)
- Online Sunshine (http://www.leg.state.fl.us/)
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- Public Service Commission Nominating Council (PSCNC) (http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=index.cfm&Directory=committees/joint/pscnc/&Tab=committees/)

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- Application User Guide (/reports/LRCR_User_Guide.pdf?cp=0.3602565331661157)

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2016 Legislative Lobbyist Detail

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Yolanda Cash Jackson

Mailing Address:

1 E Broward Blvd
Ste 1800
Fort Lauderdale, FL 33301

Phone Number:

(954) 985-4132

Principals:

American Traffic Solutions, Inc (/LobbyistInformation/PrincipalDetail/868?year=2016&Branch=L)

7681 E Gray Rd
Scottsdale, AZ 85260
Industry Code: 423410 Photographic Equipment and Supplies Merchant Wholesalers
Effective Date: 1/11/2016

AT&T (/LobbyistInformation/PrincipalDetail/1317?year=2016&Branch=L)

101 N Monroe St
Ste 700
Tallahassee, FL 32301

Industry Code: 517110 Wired Telecommunications Carriers
Effective Date: 1/11/2016

Autism Speaks (/LobbyistInformation/PrincipalDetail/1372?year=2016&Branch=L)

1990 K St NW
2nd Floor
D.C., DC 20006
Industry Code: 813311 Developmentally disabled advocacy organizations
Effective Date: 1/11/2016

Becker & Poliakoff P.A. (/LobbyistInformation/PrincipalDetail/1636?year=2016&Branch=L)

1 E Broward Blvd
Ste 1800
Ft Lauderdale, FL 33301
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/11/2016

Bethune Cookman University (/LobbyistInformation/PrincipalDetail/1701?year=2016&Branch=L)

640 Dr Mary McLeod Bethune Blvd
Daytona Beach, FL 32114-3099
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Centene, DBA Sunshine Health (/LobbyistInformation/PrincipalDetail/2449?year=2016&Branch=L)

301 International Pkwy
Heathrow, FL 32746
Industry Code: 524114 Direct Health and Medical Insurance Carriers
Effective Date: 1/11/2016

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2831?year=2016&Branch=L)

PO Box 150027
Cape Coral, FL 33915

Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Hollywood (/LobbyistInformation/PrincipalDetail/2898?year=2016&Branch=L)

2600 Hollywood Blvd
Hollywood, FL 33020
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Lauderdale Lakes (/LobbyistInformation/PrincipalDetail/2929?year=2016&Branch=L)

4300 NW 36th St
Lauderdale Lakes, FL 33319
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Lauderhill (/LobbyistInformation/PrincipalDetail/2933?year=2016&Branch=L)

5581 W Oakland Park Blvd
Lauderhill, FL 33313
Industry Code: 921110 City and town managers' offices
Effective Date: 1/11/2016

City of Lauderhill Safe Neighborhood Districts (/LobbyistInformation/PrincipalDetail/2934?year=2016&Branch=L)

5581 W Oakland Park Blvd
Lauderhill, FL 33133
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Miami Gardens (/LobbyistInformation/PrincipalDetail/2954?year=2016&Branch=L)

17801 NW 2nd Ave #201
Miami Gardens, FL 33169
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Opa-Locka (/LobbyistInformation/PrincipalDetail/2991?year=2016&Branch=L)

777 Sharazad Blvd
Opa-Locka, FL 33054
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Pompano Beach (/LobbyistInformation/PrincipalDetail/3023?year=2016&Branch=L)

100 W Atlantic Blvd
Pompano Beach, FL 33061
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of West Park (/LobbyistInformation/PrincipalDetail/3086?year=2016&Branch=L)

PO Box 5710
West Park, FL 33083
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

Edward Waters College (/LobbyistInformation/PrincipalDetail/4505?year=2016&Branch=L)

101 E Union St
Ste 303
Jacksonville, FL 32202
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

FCCI Insurance Group (/LobbyistInformation/PrincipalDetail/4979?year=2016&Branch=L)

6300 University Pky
Sarasota, FL 34240
Industry Code: 524126 Direct Property and Casualty Insurance Carriers
Effective Date: 1/11/2016

Florida Association of Jewish Federations (/LobbyistInformation/PrincipalDetail/5439?year=2016&Branch=L)

4200 Biscayne Blvd
Miami, FL 33137
Industry Code: 813110 Religious Organizations
Effective Date: 1/11/2016

Florida Independent Spirits Association (/LobbyistInformation/PrincipalDetail/6095?year=2016&Branch=L)

210 S Monroe St
Tallahassee, FL 32301
Industry Code: 813910 Business Associations
Effective Date: 1/11/2016

Florida Memorial University (/LobbyistInformation/PrincipalDetail/6211?year=2016&Branch=L)

15800 NW 42nd Ave
Miami, FL 33054
Industry Code: 923110 Administration of Education Programs
Effective Date: 1/11/2016

Florida Polytechnic University Foundation, Inc (/LobbyistInformation/PrincipalDetail/6355?year=2016&Branch=L)

439 S Florida Ave
Lakeland, FL 33901
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Gulf Power Company (/LobbyistInformation/PrincipalDetail/7489?year=2016&Branch=L)

One Energy Place
Pensacola, FL 32520
Industry Code: 221119 Other Electric Power Generation
Effective Date: 1/11/2016

Haitian Neighborhood Center, Sant LA Inc. (/LobbyistInformation/PrincipalDetail/16179?year=2016&Branch=L)

5000 Biscayne Boulevard

Suite 110
Miami, FL 33137
Industry Code: 999999 LEGACY CODE
Effective Date: 1/11/2016

Linebarger, Goggan, Blair & Sampson LLP (/LobbyistInformation/PrincipalDetail/9268?year=2016&Branch=L)

2700 Via Fortuna
Suite 400
Austin, TX 78746-7997
Industry Code: 541110 Attorneys' offices
Effective Date: 1/14/2016

Miami Children's Initiative, Inc. (/LobbyistInformation/PrincipalDetail/9971?year=2016&Branch=L)

5400 NW 22nd Ave 4th Floor
Miami, FL 33142
Industry Code: 624110 Child and Youth Services
Effective Date: 1/11/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10026?year=2016&Branch=L)

111 NW First St
Miami, FL 33128
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/11/2016

Miami-Dade County Public Schools (/LobbyistInformation/PrincipalDetail/10031?year=2016&Branch=L)

1500 Biscayne Blvd
Ste 239
Miami, FL 33132
Industry Code: 611110 Elementary and Secondary Schools
Effective Date: 1/11/2016

Miami-Dade Expressway Authority (/LobbyistInformation/PrincipalDetail/10033?year=2016&Branch=L)

3790 NW 21st St
Miami, FL 33142
Industry Code: 926120 Regulation and Administration of Transportation Programs
Effective Date: 1/11/2016

National Association of Settlement Purchasers (/LobbyistInformation/PrincipalDetail/10402?year=2016&Branch=L)

1581 Dallas Pky
Ste 800
Addison, TX 75001
Industry Code: 522291 Consumer Lending
Effective Date: 1/11/2016 (Withdrawn on: 01/27/16)

Neighborworks Florida Collaborative (/LobbyistInformation/PrincipalDetail/16381?year=2016&Branch=L)

1907 E. Hillsborough Avenue
Tampa, FL 33610
Industry Code: 813920 Professional membership associations
Effective Date: 1/11/2016

PPI, Inc (/LobbyistInformation/PrincipalDetail/11664?year=2016&Branch=L)

1800 SW 3rd St
Pompano Beach, FL 33069
Industry Code: 713290 Other Gambling Industries
Effective Date: 1/11/2016

Relief of Dennis Darling Sr & Wendy Smith parents of Devaughn Darling (/LobbyistInformation/PrincipalDetail/12195?year=2016&Branch=L)

c/o Mike A. Lewis Esq et al
PO Box 9005
Stuart, FL 34995
Industry Code: 541110 Offices of Lawyers
Effective Date: 1/11/2016

RYO Cigar Association (/LobbyistInformation/PrincipalDetail/12462?year=2016&Branch=L)

1672 Railroad St
Corona, CA 92880
Industry Code: 424940 Cigars merchant wholesalers
Effective Date: 1/11/2016

Safety Net Hospital Alliance of Florida (/LobbyistInformation/PrincipalDetail/12512?year=2016&Branch=L)

101 N Gadsden St
Tallahassee, FL 32301
Industry Code: 622110 General Medical and Surgical Hospitals
Effective Date: 1/11/2016

School Board of Broward, The (/LobbyistInformation/PrincipalDetail/12680?year=2016&Branch=L)

600 Third Ave SE 8th Floor
Ft Lauderdale, FL 33301
Industry Code: 611110 Elementary and Secondary Schools
Effective Date: 1/11/2016

Solid Waste Authority of Palm Beach County (/LobbyistInformation/PrincipalDetail/13129?year=2016&Branch=L)

7501 N Jog Rd
West Palm Beach, FL 33412
Industry Code: 562111 Solid Waste Collection
Effective Date: 1/11/2016

Urban League of Broward County, Inc. (/LobbyistInformation/PrincipalDetail/14720?year=2016&Branch=L)

560 NW 27th Ave
Ft Lauderdale, FL 33311
Industry Code: 624110 Child and Youth Services
Effective Date: 1/11/2016

Virgil Hawkins Florida Chapter National Bar Association (/LobbyistInformation/PrincipalDetail/14941?year=2016&Branch=L)

Po Box 173015
Tampa, FL 33672-3015
Industry Code: 813920 Professional Organizations
Effective Date: 1/11/2016

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Bernie J. Friedman

Mailing Address:

1 E Broward Blvd
Ste 1800
Fort Lauderdale, FL 33301

Phone Number:

(954) 985-4180

Principals:

Becker & Poliakoff P.A. (/LobbyistInformation/PrincipalDetail/1636?year=2016&Branch=L)

1 E Broward Blvd
Ste 1800
Ft Lauderdale, FL 33301
Industry Code: 541110 Offices of Lawyers
Effective Date: 1/11/2016

Centene, DBA Sunshine Health (/LobbyistInformation/PrincipalDetail/2449?year=2016&Branch=L)

301 International Pky #400

Sunrise, FL 33323
Industry Code: 524114 Direct Health and Medical Insurance Carriers
Effective Date: 1/11/2016

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2831?year=2016&Branch=L)

PO Box 150027
Cape Coral, FL 33915
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Hollywood (/LobbyistInformation/PrincipalDetail/2898?year=2016&Branch=L)

2600 Hollywood Blvd
Hollywood, FL 33020
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Lauderdale Lakes (/LobbyistInformation/PrincipalDetail/2929?year=2016&Branch=L)

4300 NW 36th St
Lauderdale Lakes, FL 33319
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Pompano Beach (/LobbyistInformation/PrincipalDetail/3023?year=2016&Branch=L)

100 W Atlantic Blvd
Pompano Beach, FL 33061
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of West Park (/LobbyistInformation/PrincipalDetail/3086?year=2016&Branch=L)

PO Box 5710
West Park, FL 33083
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

Edward Waters College (/LobbyistInformation/PrincipalDetail/4505?year=2016&Branch=L)

101 E Union St
Ste 303
Jacksonville, FL 32202
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Florida Association of Jewish Federations (/LobbyistInformation/PrincipalDetail/5439?year=2016&Branch=L)

4200 Biscayne Blvd
Miami, FL 33175
Industry Code: 813110 Religious Organizations
Effective Date: 1/11/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10026?year=2016&Branch=L)

111 NW First St
Miami, FL 33128
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/11/2016

PPI, Inc (/LobbyistInformation/PrincipalDetail/11664?year=2016&Branch=L)

1800 SW 3rd St
Pompano Beach, FL 33069
Industry Code: 713290 Other Gambling Industries
Effective Date: 1/11/2016

Safety Net Hospital Alliance of Florida (/LobbyistInformation/PrincipalDetail/12512?year=2016&Branch=L)

101 N Gadsden St
Tallahassee, FL 32301
Industry Code: 622110 General Medical and Surgical Hospitals
Effective Date: 1/11/2016

Solid Waste Authority of Palm Beach County (/LobbyistInformation/PrincipalDetail/13129?year=2016&Branch=L)

7501 N Jog Rd
West Palm Beach, FL 33412
Industry Code: 562111 Solid Waste Collection
Effective Date: 1/11/2016

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Mario Bailey

Current Name: Mario J. Bailey

Mailing Address:

1 E Broward Blvd
Ste 1800
Fort Lauderdale, FL 33301

Phone Number:

(954) 364-6094

Principals:

American Traffic Solutions, Inc (/LobbyistInformation/PrincipalDetail/868?year=2016&Branch=L)

7681 E Gray Rd
Scottsdale, AZ 85260
Industry Code: 423410 Photographic Equipment and Supplies Merchant Wholesalers
Effective Date: 1/11/2016

Becker & Poliakoff P.A. (/LobbyistInformation/PrincipalDetail/1636?year=2016&Branch=L)

1 E Broward Blvd

Ste 1800
Ft Lauderdale, FL 33301
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/11/2016

Bethune Cookman University (/LobbyistInformation/PrincipalDetail/1701?year=2016&Branch=L)

640 Dr. Mary McLeod Bethune Blvd
Daytona Beach, FL 32114
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Centene, DBA Sunshine Health (/LobbyistInformation/PrincipalDetail/2449?year=2016&Branch=L)

301 International Pky #400
Sunrise, FL 33323
Industry Code: 524114 Direct Health and Medical Insurance Carriers
Effective Date: 1/11/2016

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2831?year=2016&Branch=L)

PO Box 150027
Cape Coral, FL 33915
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Hollywood (/LobbyistInformation/PrincipalDetail/2898?year=2016&Branch=L)

2600 Hollywood Blvd
Hollywood, FL 33020
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Lauderdale Lakes (/LobbyistInformation/PrincipalDetail/2929?year=2016&Branch=L)

4300 NW 2 Ave

Lauderdale Lakes, FL 33319
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Lauderhill (/LobbyistInformation/PrincipalDetail/2933?year=2016&Branch=L)

5581 W Oakland Park Blvd
Lauderhill, FL 33313
Industry Code: 921110 City and town managers' offices
Effective Date: 1/11/2016

City of Lauderhill Safe Neighborhood Districts (/LobbyistInformation/PrincipalDetail/2934?year=2016&Branch=L)

5581 W Oakland Park Blvd
Lauderhill, FL 33133
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Miami Gardens (/LobbyistInformation/PrincipalDetail/2954?year=2016&Branch=L)

1515 167th St NW
Miami Gardens, FL 33169
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Opa-Locka (/LobbyistInformation/PrincipalDetail/2991?year=2016&Branch=L)

777 Sharazad Blvd
Opa-Locka, FL 33054
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Pompano Beach (/LobbyistInformation/PrincipalDetail/3023?year=2016&Branch=L)

100 W Atlantic Blvd
Pompano Beach, FL 33061
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of West Park (/LobbyistInformation/PrincipalDetail/3086?year=2016&Branch=L)

PO Box 5710
West Park, FL 33083
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

Edward Waters College (/LobbyistInformation/PrincipalDetail/4505?year=2016&Branch=L)

101 E Union St
Ste 303
Jacksonville, FL 32202
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Florida Association of Jewish Federations (/LobbyistInformation/PrincipalDetail/5439?year=2016&Branch=L)

4200 Biscayne Blvd
Miami, FL 33137
Industry Code: 813110 Religious Organizations
Effective Date: 1/11/2016

Florida Independent Spirits Association (/LobbyistInformation/PrincipalDetail/6095?year=2016&Branch=L)

210 S Monroe St
Tallahassee, FL 32301
Industry Code: 813910 Business Associations
Effective Date: 1/11/2016

Florida Memorial University (/LobbyistInformation/PrincipalDetail/6211?year=2016&Branch=L)

15800 NW 42 Ave
Miami, FL 33054
Industry Code: 923110 Administration of Education Programs
Effective Date: 1/11/2016

Florida Polytechnic University Foundation, Inc (/LobbyistInformation/PrincipalDetail/6355?year=2016&Branch=L)

439 S Florida Ave
Lakeland, FL 33901
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10026?year=2016&Branch=L)

111 NW 1st St
Ste 1032
Miami, FL 33128-1981
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/11/2016

Miami-Dade County Public Schools (/LobbyistInformation/PrincipalDetail/10031?year=2016&Branch=L)

1450 NE Second Ave Rm 562
Miami, FL 33132
Industry Code: 611110 Elementary and Secondary Schools
Effective Date: 1/11/2016

Miami-Dade Expressway Authority (/LobbyistInformation/PrincipalDetail/10033?year=2016&Branch=L)

3790 NW 21st St
Miami, FL 33142
Industry Code: 926120 Regulation and Administration of Transportation Programs
Effective Date: 1/11/2016

National Association of Settlement Purchasers (/LobbyistInformation/PrincipalDetail/10402?year=2016&Branch=L)

15851 Dallas Pky
Ste 800
Addison, TX 75019
Industry Code: 522291 Consumer Lending
Effective Date: 1/11/2016

PPI, Inc (/LobbyistInformation/PrincipalDetail/11664?year=2016&Branch=L)

1800 SW 3rd St
Pompano Beach, FL 33069
Industry Code: 713290 Other Gambling Industries
Effective Date: 1/11/2016

RYO Cigar Association (/LobbyistInformation/PrincipalDetail/12462?year=2016&Branch=L)

1672 Railroad St
Corona, CA 92880
Industry Code: 424990 Smokers' supplies merchant wholesalers
Effective Date: 1/11/2016

Safety Net Hospital Alliance of Florida (/LobbyistInformation/PrincipalDetail/12512?year=2016&Branch=L)

101 N Gadsden St
Tallahassee, FL 32301
Industry Code: 622110 General Medical and Surgical Hospitals
Effective Date: 1/11/2016

School Board of Broward, The (/LobbyistInformation/PrincipalDetail/12680?year=2016&Branch=L)

600 Third Ave SE 8th Floor
Ft Lauderdale, FL 33301
Industry Code: 611110 Elementary and Secondary Schools
Effective Date: 1/11/2016

Solid Waste Authority of Palm Beach County (/LobbyistInformation/PrincipalDetail/13129?year=2016&Branch=L)

7501 N Jog Rd
West Palm Beach, FL 33412
Industry Code: 562111 Solid Waste Collection
Effective Date: 1/11/2016

South Florida Regional Planning Council (/LobbyistInformation/PrincipalDetail/13189?year=2016&Branch=L)

3440 Hollywood Blvd
Ste 140
Hollywood, FL 33021
Industry Code: 925120 Community development agencies, government
Effective Date: 1/14/2016

SST, Inc. (/LobbyistInformation/PrincipalDetail/13407?year=2016&Branch=L)

7979 Gateway Blvd
Ste 210
Newark, CA 94560
Industry Code: 334993 Gunshot location and detection
Effective Date: 1/11/2016

Women's Breast Health Initiative, Florida Affiliate, Inc, The (/LobbyistInformation/PrincipalDetail/15365?year=2016&Branch=L)

14125 NW 80th Ave
Miami Lakes, FL 33016
Industry Code: 524114 Direct Health and Medical Insurance Carriers
Effective Date: 1/11/2016

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- Commission on Ethics (http://www.ethics.state.fl.us/)
- Online Sunshine (http://www.leg.state.fl.us/)
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Jose A. Bermudez

Mailing Address:

121 Alhambra Plz Fl 10
Coral Gables, FL 33134-4540

Phone Number:

(305) 262-4433

Principals:

City of Homestead (/LobbyistInformation/PrincipalDetail/2904?year=2016&Branch=L)

790 N Homestead Blvd
Homestead, FL 33030
Industry Code: 921110 City and town managers' offices
Effective Date: 1/25/2016

City of Miami Springs (/LobbyistInformation/PrincipalDetail/2957?year=2016&Branch=L)

201 Westward Dr
Miami Springs, FL 33166
Industry Code: 921110 City and town managers' offices
Effective Date: 1/11/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10026?year=2016&Branch=L)

111 NW 1st St
Miami, FL 33128
Industry Code: 921140 Legislative and executive office combinations
Effective Date: 1/20/2016

Miami-Dade Expressway Authority (/LobbyistInformation/PrincipalDetail/10033?year=2016&Branch=L)

3790 NW 21st St
Miami, FL 33142
Industry Code: 926120 Transportation departments, nonoperating
Effective Date: 1/14/2016

Solid Waste Authority of Palm Beach County (/LobbyistInformation/PrincipalDetail/13129?year=2016&Branch=L)

7501 N Jog Rd
West Palm Beach, FL 33412
Industry Code: 562213 Solid waste combustors or incinerators, nonhazardous
Effective Date: 1/21/2016

Village of Pinecrest (/LobbyistInformation/PrincipalDetail/14915?year=2016&Branch=L)

12645 Pinecrest Pky
Pinecrest, FL 33156
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

Village of Virginia Gardens (/LobbyistInformation/PrincipalDetail/14921?year=2016&Branch=L)

6498 NW 38th Ter
Virginia Gardens, FL 33166
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

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Contact Us

Lobbyist Registration Office
111 West Madison Street Room G68
Tallahassee, Florida 32399
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Dudley, Alison B.
Po Box 428, Tallahassee, FL 32302-0428

A. Stephen Hill & Associates (850) 668-3900
1373 Lloyds Cove Rd, Tallahassee, FL 32312
Hill, A. Stephen
1373 Lloyds Cove Rd, Tallahassee, FL 32312

Acclaim Strategies Inc (850) 570-5747
PO Box 923, Tallahassee, FL 32302-0923
Kelly, Natalie
Po Box 923, Tallahassee, FL 32302-0923

Adams St. Advocates (850) 445-0107
205 S Adams St, Tallahassee, FL 32301
Beck, Robert S.
205 S Adams St, Tallahassee, FL 32301
Cherry, Bryan R.
205 S Adams St, Tallahassee, FL 32301
Davant, Claudia
205 S Adams St, Tallahassee, FL 32301
Ericks, Candice D.
333 N New River Dr E, Ste 2000B, Ft Lauderdale, FL 33301
Ericks, David L.
205 S Adams St, Tallahassee, FL 32301
Jackson, Tanya C.
205 S Adams St, Tallahassee, FL 32301

ADF Consulting LLC (786) 586-7001
8460 SW 184 St, Miami, FL 33157
Figueroa, Andreina
8600 SW 67th Ave, 933, Miami, FL 33143

Advantage Consulting Team (850) 727-5000
115 E Park Ave, Ste 100, Tallahassee, FL 32301
Jensen, Lisa R.
115 E Park Ave, Ste 100, Tallahassee, FL 32303
O'Doski, Rhett E.
115 E Park Ave, Ste 100, Tallahassee, FL 32303
Rudd, Ryder S.
115 E Park Ave, Ste 100, Tallahassee, FL 32303
Stafford, Sean C.
115 E Park Ave, Ste 100, Tallahassee, FL 32303

Akerman LLP (850) 224-9634
106 E College Ave, Ste 1200, Tallahassee, FL 32301
Alderman, Silvia M.
106 E College Ave, Ste 1200, Tallahassee, FL 32301
Hale, Russell B.
Po Box 231, Orlando, FL 32802-0231
Pinsky, Richard
106 E College Ave, Tallahassee, FL 32301
Townes, Virginia B.
420 S Orange Ave, Orlando, FL 32801
Wozniak, Carrie Ann
420 S Orange Ave, Suite 1200, Orlando, FL 32801

Alice M. Vickers (850) 556-3121
623 Beard St, Tallahassee, FL 32303
Vickers, Alice M.
623 Beard St, Tallahassee, FL 32303

All Florida Solutions Inc (561) 997-9995
PO Box 81-1433, Boca Raton, FL 33481-1433
Handler, Henry B.
PO Box 81-1433, Boca Raton, FL 33481-1433

Amy Bisceglia (813) 361-4805
post office box 301, Tallahassee, Florida 32302
Bisceglia, Amy C.
Po Box 301, Tallahassee, FL 32302-0301

Andrew J. Liles (850) 294-5004
1962 Vineland Dr, Tallahassee, FL 32317
Liles, Andrew J.
1962 Vineland Dr, Tallahassee, FL 32317

Anfield Consulting (866) 960-5939
201 W Park Ave, Ste 100, Tallahassee, FL 32301
Balido, Albert
201 W Park Ave, Ste 100, Tallahassee, FL 32301
Bernardino, Frank S.
201 W Park Ave, Ste 100, Tallahassee, FL 32301
Fernandez, Edgar G.
201 W Park Ave, Suite 100, Tallahassee, FL 32301
Uchino, Stephen "Pepper" Makoto
201 W Park Ave, Ste 100, Tallahassee, FL 32301

Anna Cam Fentriss (850) 222-2772
1400 Village Square Blvd # 3-243, Tallahassee, FL 32312
Fentriss, Anna Cam
1400 Village Square Blvd, Tallahassee, FL 32309

Ard Shirley & Rudolph PA (850) 577-6500
207 W Park Ave, Ste B, Tallahassee, FL 32301
Ard, Samual J.
Ard Shirley & Rudolph PA, PO Box 1874, Tallahassee, FL 32302-1874
Lucas, Alexandra Lee
207 W Park Ave, Suite B, Tallahassee, FL 32301

Asztalos and Associates (850) 284-1166
5013 Centennial Oak Cir, Tallahassee, FL 32308
Asztalos, Robert P.
Asztalos & Associates, 5013 Centennial Oak Cir, Tallahassee, FL 32308

Ausley & McMullen PA (850) 224-9115
123 S Calhoun St, Tallahassee, FL 32301
Hart, Kenneth R.
Po Box 391, Tallahassee, FL 32302-0391
Thompson, James Harold
123 S Calhoun St, 123 S Calhoun St, Tallahassee, FL 32301
Wahlen, J. Jeffry
Ausley & McMullen, PO Box 391, Tallahassee, FL 32302

Baker & Hostetler LLP (407) 649-4000
200 S Orange Ave, 200 S Orange Ave, Orlando, FL 32801
Gruber, Kurt P.
SunTrust Center Ste 2300, 200 S Orange Ave, Orlando, FL 32801

Ballard Partners (850) 577-0444
403 E Park Ave, Tallahassee, FL 32301
Abrams, Michael I.
2 Alhambra Plaza, Suite 102, Coral Gables, FL 33134
Anderson, Richard
618 E. South Street, Suite 500, Orlando, FL 32801
Ballard, Brian D.
403 E Park Ave, Tallahassee, FL 32301
Benford, Brady J.
403 East Park Avenue, Tallahassee, FL 32301
Bracy, Carol L.
403 E Park Ave, Tallahassee, FL 32301
Burleson, Bradley S.
403 E Park Ave, Tallahassee, FL 32301
Dorworth, Chris
618 E. South Street, Suite 500, Orlando, FL 32801
Forrest, Mathew
1400 Centrepark Blvd, Ste 1010, West Palm Beach, FL 33401
Gorrie, Jan Johnson
2202 N West Shore Blvd, Ste 200, Tampa, FL 33607-5749
Hansen, Christopher K.
403 E Park Ave, Tallahassee, FL 32301

Johnston, John R.
403 E Park Ave, Tallahassee, FL 32301
Josko, Todd
403 East Park Avenue, Tallahassee, FL 32301
Lukis, Sylvester
2 Alhambra Plaza, Suite 102, Coral Gables, FL 33134
Payton, Donald J.
618 E. South Street, Suite 500, Orlando, FL 32801
Rodriguez, Monica L.
403 E Park Ave, Tallahassee, FL 32301
Sayfie, Justin J.
450 E Las Olas Blvd, Ste 1500, Fort Lauderdale, FL 33301
Turbeville, William Gregory
403 E Park Ave, Tallahassee, FL 32301
Walters, Wansley
403 E Park Ave, Tallahassee, FL 32301
Wiles, Susan Summerall
818 A1A North, Suite 101, Ponte Vedra Beach, FL 32082
Young, Amy J.
1400 Centrepark Blvd, Ste 1010, West Palm Beach, FL 33401
Zauder, Stephanie Grutman
450 E. Las Olas Blvd., Suite 1500, Ft. Lauderdale, FL 33301

Barlow Consulting Inc (561) 706-5878
PO Box 294136, Boca Raton, FL 33429
Barlow, Thomas W.
Po Box 294136, Boca Raton, FL 33429-4136

Bascom Communications & Consulting (850) 222-2140
217 S Adams St, Tallahassee, FL 32301
Bascom, Sarah
217 S Adams St, Tallahassee, FL 32301

Becker & Poliakoff PA (954) 985-4180
ATTN: Bernie J. Friedman, 1 E Broward Blvd Ste 1800, Ft Lauderdale, FL 33301
✓ *Bailey, Mario J.*
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
✓ *Bermudez, Jose A.*
121 Alhambra Plz Fl 10, Coral Gables, FL 33134-4540
✓ *Friedman, Bernie J.*
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
✓ *Fuentes, Jose K.*
121 Alhambra Plz Fl 10, 121 Alhambra Plaza 10th Floor, Coral Gables, FL 33134-4540
✓ *Goin, Yeline*
111 N Orange Ave, Suite 1400, Orlando, FL 32801
✓ *Jackson, Yolanda Cash*
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
✓ *Koslow, Alan*
1 E Broward Blvd, Ste 1800, Fort Lauderdale, FL 33301
✓ *Shir, Jeremy B.*
1 E Broward Blvd, Fort Lauderdale, Fort Lauderdale, FL 33301
✓ *Skyers, Karen*
Becker & Poliakoff, P.A., 1 E. Broward Blvd., 18th Floor, Fort Lauderdale, Fl 33301

Beth Labasky & Associates (850) 322-7335
1400 Village Square Blvd, 3-116, Tallahassee, FL 32312
Labasky, Beth K.
1400 Village Square Blvd, Suite 3-116, Tallahassee, FL 32309

BH & Associates Inc (850) 222-0191
PO Box 11094, Tallahassee, FL 32302
Jogerst, Brian B.
Po Box 11094, Tallahassee, FL 32302-3094

Bill Gunter & Associates (850) 386-1111
1117 Thomasville Rd, Tallahassee, FL 32303
Gunter, William D. Jr
1117 Thomasville Rd, Tallahassee, FL 32303

Boscan & Associates LLC (407) 383-4600
4819 Indian Deer Rd, Windermere, FL 34786
Boscan, Jose M.
11655 Delwick Dr, Windermere, FL 34786

Brad Ashwell (850) 294-1008
1536 Chuli Nene, Tallahassee, FL 32301
Ashwell, Brad
1536 Chuli Nene, Tallahassee, FL 32301

Brenda D. Dickinson (850) 264-2184
PO Box 12563, Tallahassee, FL 32317
Dickinson, Brenda D.
Po Box 12563, Tallahassee, FL 32317-2563

Bryan Villella and Myers Inc (850) 224-5081
311 E Park Ave, Tallahassee, FL 32301
Daniel, David T.
311 E Park Ave, Tallahassee, FL 32301
Hartley, Jeff
311 E Park Ave, Tallahassee, FL 32301

Buchanan Ingersoll & Rooney PC (850) 681-0411
101 N Monroe St, Ste 1090, Tallahassee, FL 32301
Arnold, J. Keith
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301
Bacot, Brett R.
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301
Bell, Douglas S.
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
DeBeaugrine, Jim
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
George, Marnie L.
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
Giorgio, Sherri
311 Whitworth Way, Nashville, TN 37205
Harrell, Michael P.
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
Magill, James P. (Jim)
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301
McGlynn, Kimberly F.
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301
Shelley, Linda Loomis
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301
Stanfield, Timothy F.
101 N Monroe St, Suite 1090, Tallahassee, FL 32301
Stipanovich, John M. (Mac)
Buchanan Ingersoll & Rooney PC, 101 N Monroe St Ste 1090, Tallahassee, FL 32301

Buigas and Associates (850) 224-7946
713 E Park Ave, Tallahassee, FL 32301
Buigas, Pete J.
713 E Park Ave, Tallahassee, FL 32301

C B Myers III, PA (863) 679-5337
202 E Stuart Ave., Lake Wales, Fl 33859
Myers, Cornelius Bernard III
202 E Stuart Ave, Lake Wales, FL 33853

C J Management & Consulting (873) 843-1827
5901 Printery St, Tampa, FL 33616
Card, Christopher J. PhD
5901 Printery St, Tampa, FL 33616

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Yolanda Cash Jackson

Mailing Address:

1 E Broward Blvd
Ste 1800
Fort Lauderdale, FL 33301

Phone Number:

(954) 985-4132

Principals:

Autism Speaks (/LobbyistInformation/PrincipalDetail/1372?year=2016&Branch=E)

1990 K St NW
2nd Floor
D.C., DC 20006
Industry Code: 813311 Developmentally disabled advocacy organizations
Effective Date: 1/11/2016

Bethune Cookman University (/LobbyistInformation/PrincipalDetail/1702?year=2016&Branch=E)

640 Dr Mary McLeod Bethune Blvd

Daytona Beach, FL 32114-3099
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2829?year=2016&Branch=E)

City Hall 1015 Cultural Park Blvd
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Industry Code: 921120 Legislative Bodies
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City of Lauderhill Safe Neighborhood Districts (/LobbyistInformation/PrincipalDetail/2935?year=2016&Branch=E)

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Lauderhill, FL 33133
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Miami Gardens (/LobbyistInformation/PrincipalDetail/2955?year=2016&Branch=E)

1515 NW 167th St
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Miami Gardens, FL 33169
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Pompano Beach, FL 33061

Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of West Park (/LobbyistInformation/PrincipalDetail/3087?year=2016&Branch=E)

PO Box 5710
West Park, FL 33083
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Edward Waters College (/LobbyistInformation/PrincipalDetail/4506?year=2016&Branch=E)

101 E Union St
Ste 303
Jacksonville, FL 32202
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Florida Memorial University (/LobbyistInformation/PrincipalDetail/6212?year=2016&Branch=E)

15800 NW 42nd Ave
Miami, FL 33054
Industry Code: 923110 Administration of Education Programs
Effective Date: 1/11/2016

Florida Polytechnic University Foundation, Inc (/LobbyistInformation/PrincipalDetail/6354?year=2016&Branch=E)

439 S Florida Ave
Ste 300
Lakeland, FL 33401
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Gulf Power Company (/LobbyistInformation/PrincipalDetail/7490?year=2016&Branch=E)

One Energy Place
Pensacola, FL 32520-0132

Industry Code: 221119 Other Electric Power Generation
Effective Date: 1/11/2016

Haitian Neighborhood Center, Sant LA Inc. (/LobbyistInformation/PrincipalDetail/16179?year=2016&Branch=E)

5000 Biscayne Boulevard
Suite 110
Miami, FL 33137
Industry Code: 999999 LEGACY CODE
Effective Date: 1/11/2016

Miami Children's Initiative, Inc (/LobbyistInformation/PrincipalDetail/9970?year=2016&Branch=E)

5400 NW 22nd Ave
Miami, FL 33142
Industry Code: 624110 Child and Youth Services
Effective Date: 1/11/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10025?year=2016&Branch=E)

111 NW 1st St
Miami, FL 33128
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/11/2016

Neighborworks Florida Collaborative (/LobbyistInformation/PrincipalDetail/16381?year=2016&Branch=E)

1907 E. Hillsborough Avenue
Tampa, FL 33610
Industry Code: 813920 Professional membership associations
Effective Date: 1/11/2016

PPI, Inc (/LobbyistInformation/PrincipalDetail/11665?year=2016&Branch=E)

1800 SW 3rd St
Pompano Beach, FL 33069

Industry Code: 713290 Other Gambling Industries
Effective Date: 1/11/2016

School Board of Broward County, The (/LobbyistInformation/PrincipalDetail/12679?year=2016&Branch=E)

600 3rd Ave SE 8th Fl
Fort Lauderdale, FL 33301
Industry Code: 611110 Elementary and Secondary Schools
Effective Date: 1/11/2016

Urban League of Broward County, Inc (/LobbyistInformation/PrincipalDetail/14719?year=2016&Branch=E)

560 NW 27th Ave
Fort Lauderdale, FL 33311
Industry Code: 624110 Child and Youth Services
Effective Date: 1/11/2016

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Karen Skyers

Mailing Address:

Becker & Poliakoff, P.A., 1 E. Broward Blvd.
18th Floor
Fort Lauderdale, FL 33301

Phone Number:

(813) 527-3900

Principals:

Autism Speaks (/LobbyistInformation/PrincipalDetail/1372?year=2016&Branch=E)

1990 K St NW
2nd Floor
Washington, DC 20006
Industry Code: 813311 Developmentally disabled advocacy organizations
Effective Date: 1/11/2016

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2831?year=2016&Branch=E)

Po Box 150027
Cape Coral, FL 33915-0027

Industry Code: 921120 City and town councils
Effective Date: 1/11/2016

Neighborworks Florida Collaborative (/LobbyistInformation/PrincipalDetail/16381?year=2016&Branch=E)

1907 E Hillsborough Ave
Tampa, FL 33610
Industry Code: 813920 Professional associations
Effective Date: 1/11/2016

Urban League of Broward County, Inc (/LobbyistInformation/PrincipalDetail/14719?year=2016&Branch=E)

560 NW 27th Ave
Fort Lauderdale, FL 33311
Industry Code: 624190 Individual and family social services, multi-purpose
Effective Date: 1/21/2016

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Lobbyist Registration Office
111 West Madison Street Room G68
Tallahassee, Florida 32399
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FAX: (850) 921-5345
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Bernie J. Friedman

Mailing Address:

1 E Broward Blvd
Ste 1800
Fort Lauderdale, FL 33301

Phone Number:

(954) 985-4180

Principals:

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2829?year=2016&Branch=E)

City Hall 1015 Cutural Park Blvd
Cape Coral, FL 33990
Industry Code: 021120 legislative bodies
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City of Pompano Beach (/LobbyistInformation/PrincipalDetail/3024?year=2016&Branch=E)

100 W Atlantic Blvd
Pompano Beach, FL 33061

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City of West Park (/LobbyistInformation/PrincipalDetail/3087?year=2016&Branch=E)

PO Box 5710
West Park, FL 33083
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

Florida Association of Jewish Federations (/LobbyistInformation/PrincipalDetail/5438?year=2016&Branch=E)

4200 Biscayne Blvd
Miami, FL 33137
Industry Code: 813110 Religious Organizations
Effective Date: 1/11/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10025?year=2016&Branch=E)

111 NW 1st St
Miami, FL 33128
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/11/2016

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Contact Us

Lobbyist Registration Office
111 West Madison Street Room G68
Tallahassee, Florida 32399
Phone: (850) 922-4990
FAX: (850) 921-5345
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Mario Bailey

Current Name: Mario J. Bailey

Mailing Address:

1 E Broward Blvd
Ste 1800
Fort Lauderdale, FL 33301

Phone Number:

(954) 364-6094

Principals:

Bethune Cookman University (/LobbyistInformation/PrincipalDetail/1702?year=2016&Branch=E)

640 Dr Mary McLeod Bethune Blvd
Daytona Beach, FL 32114-3099
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

City of Cape Coral (/LobbyistInformation/PrincipalDetail/2829?year=2016&Branch=E)

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Cape Coral, FL 33990
Industry Code: 921120 Legislative Bodies
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Lauderhill, FL 33133
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Miami Gardens (/LobbyistInformation/PrincipalDetail/2955?year=2016&Branch=E)

1515 167th St NW
Miami Gardens, FL 33169
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

City of Opa-Locka (/LobbyistInformation/PrincipalDetail/2992?year=2016&Branch=E)

777 Sharazad Blvd
Opa-Locka, FL 33054
Industry Code: 921120 Legislative Bodies
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100 W Atlantic Blvd
Pompano Beach, FL 33061
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

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PO Box 5710
West Park, FL 33083
Industry Code: 921120 Legislative Bodies
Effective Date: 1/11/2016

Edward Waters College (/LobbyistInformation/PrincipalDetail/4506?year=2016&Branch=E)

101 E Union St
Ste 303
Jacksonville, FL 32202
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/11/2016

Florida Memorial University (/LobbyistInformation/PrincipalDetail/6212?year=2016&Branch=E)

15800 NW 42nd Ave
Miami, FL 33054
Industry Code: 923110 Education
Effective Date: 1/11/2016

Florida Polytechnic University Foundation, Inc (/LobbyistInformation/PrincipalDetail/6354?year=2016&Branch=E)

439 S Florida Ave
Ste 300
Lakeland, FL 33401
Industry Code: 611310 Colleges, Universities, and Professional Schools
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111 NW 1st St
Ste 1032
Miami, FL 33128-1981
Industry Code: 921110 Executive Offices
Effective Date: 1/11/2016

PPI, Inc (/LobbyistInformation/PrincipalDetail/11665?year=2016&Branch=E)

1800 SW 3rd St
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Industry Code: 713290 Other Gambling Industries
Effective Date: 1/11/2016

School Board of Broward County, The (/LobbyistInformation/PrincipalDetail/12679?year=2016&Branch=E)

600 3rd Ave SE 8th Fl
Fort Lauderdale, FL 33301
Industry Code: 611110 Elementary and Secondary Schools
Effective Date: 1/11/2016

South Florida Regional Planning Council (/LobbyistInformation/PrincipalDetail/13189?year=2016&Branch=E)

3440 Hollywood Blvd
Ste 140
Hollywood, FL 33021
Industry Code: 925120 Community development agencies, government
Effective Date: 1/14/2016

Women's Breast Health Initiative, Florida Affiliate, Inc, The (/LobbyistInformation/PrincipalDetail/15366?year=2016&Branch=E)

14125 NW 80 Ave
Miami Lakes, FL 33016
Industry Code: 524114 Direct Health and Medical Insurance Carriers
Effective Date: 1/11/2016

Back to Search

Contact Us

Lobbyist Registration Office
111 West Madison Street Room G68
Tallahassee, Florida 32399
Phone: (850) 922-4990
FAX: (850) 921-5345
help@floridalobbyist.gov (mailto:help@floridalobbyist.gov)

Related Websites

- myfloridahouse.gov (http://www.myfloridahouse.gov/)
- flsenate.gov (http://www.flsenate.gov/)
- Commission on Ethics (http://www.ethics.state.fl.us/)
- Online Sunshine (http://www.leg.state.fl.us/)
- NAICS Codes (http://www.naics.com/search/)
- Public Service Commission Nominating Council (PSCNC) (http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=index.cfm&Directory=committees/joint/pscnc/&Tab=committees/)

Help / FAQ

- FAQs for Lobbyists before The Florida Legislature (/LobbyistInformation/FAQsLegislative)
- FAQs for Lobbyists before Executive Branch Agencies (/LobbyistInformation/FAQsExecutive)
- Application User Guide (/reports/LRCR_User_Guide.pdf?cp=0.053829959094689184)

digicert Secure Trusted Click to Verify
SSL Certificates (https://www.digicert.com/ssl-certificate.htm)

2016 Executive Lobbyist Detail

Back to Search

Jose A. Bermudez

Mailing Address:

121 Alhambra Plz Fl 10
Coral Gables, FL 33134-4540

Phone Number:

(305) 262-4433

Principals:

Solid Waste Authority of Palm Beach County (/LobbyistInformation/PrincipalDetail/13129?year=2016&Branch=E)

7501 N Jog Rd
West Palm Beach, FL 33412
Industry Code: 562213 Solid waste combustors or incinerators, nonhazardous
Effective Date: 1/21/2016

Back to Search

Contact Us

Lobbyist Registration Office
111 West Madison Street Room G68
Tallahassee, Florida 32399
Phone: (850) 922-4990
FAX: (850) 921-5345
help@floridalobbyist.gov (mailto:help@floridalobbyist.gov)

Related Websites

- myfloridahouse.gov (http://www.myfloridahouse.gov/)
- flsenate.gov (http://www.flsenate.gov/)
- Commission on Ethics (http://www.ethics.state.fl.us/)
- Online Sunshine (http://www.leg.state.fl.us/)
- NAICS Codes (http://www.naics.com/search/)
- Public Service Commission Nominating Council (PSCNC) (http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=index.cfm&Directory=committees/joint/pscnc/&Tab=committees/)

Help / FAQ

- FAQs for Lobbyists before The Florida Legislature (/LobbyistInformation/FAQsLegislative)
- FAQs for Lobbyists before Executive Branch Agencies (/LobbyistInformation/FAQsExecutive)
- Application User Guide (/reports/LRCR_User_Guide.pdf?cp=0.8974817331096478)

digicert Secure Trusted
SSL Certificates (https://www.digicert.com/ssl-certificate.htm)

CIA CORPORATE INSURANCE ADVISORS
INSURING YOUR WORLD AT RISK

1401 East Broward Boulevard
Suite 103
Fort Lauderdale, Florida 33301
Phone: 954-315-5000
Fax: 954-315-5050

January 28, 2016

Becker & Poliakoff P.A.

Re: Class Ratings

Dear Ms. Davis;

Per your request the class ratings for the Business Auto, Workers' Compensation/Employers Liability and Errors & Omissions are listed below.

Business Auto- National Fire Insurance Co of Hartford – A XV
Workers' Compensation/Employers Liability – Valley Forge Insurance Co. – A XV
Errors & Omissions – Continental Casualty Co. – A XV

Thank you,
Angela Nervi-Saketkoo
Angela Nervi-Saketkoo
Account Manager

Search

Company Directory: Search Results

This information is current as of 1/27/2016

NATIONAL FIRE INSURANCE COMPANY OF HARTFORD

FEIN	06-0464510
Florida Company Code	01505
NAIC Company Code	20478
Company Type	PROPERTY AND CASUALTY INSURER
Home State	IL
Web Site	http://WWW.CNA.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	01/15/1915

Addresses

Type	Address	Phone
LOCATION OF RECORDS	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-5000
POLICY HOLDER RELATIONS	333 S. WABASH AVE, CHICAGO IL 60604	(312) 822-3955

	United States	
ADMINISTRATIVE	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-5000
HOME	333 S. WABASH AVE, CHICAGO IL 60604 United States	
MAILING	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-1173

Authorized Lines of Business

Line of Business	Type
FINANCIAL GUARANTY	D
HOMEOWNERS MULTI PERIL	D
MULTI PERIL CROP	D
BURGLARY AND THEFT	D
BOILER AND MACHINERY	D
WORKERS COMPENSATION	D
EARTHQUAKE	D
OCEAN MARINE	D
FARMOWNERS MULTI PERIL	D
INDUSTRIAL EXTENDED COVERAGE	D
ACCIDENT AND HEALTH	D
COMMERCIAL AUTO PHYSICAL DAMAGE	D
ALLIED LINES	D

PPA PHYSICAL DAMAGE	D
PRIVATE PASSENGER AUTO LIABILITY	D
MOBILE HOME PHYSICAL DAMAGE	D
MEDICAL MALPRACTICE	D
OTHER LIABILITY	D
MOBILE HOME MULTI PERIL	D
FIDELITY	D
FIRE	D
MORTGAGE GUARANTY	D
INDUSTRIAL FIRE	D
COMMERCIAL MULTI PERIL	D
COMMERCIAL AUTOMOBILE LIABILITY	D
SURETY	D
GLASS	D
AIRCRAFT	D
INLAND MARINE	D

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	LYNNE LOISEL
PIP Address	CNA, 2405 LUCIEN WAY MAITLAND FL 32751

Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

New Search

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Floricorp

then the search will return all the names that have "Floricorp" in any part of the record. For example:

FLORICORP, INC.
FLORICORP PROPERTY AND CASUALTY COMPANY
SOUTHERN FLORICORP UNLIMITED

If you entered

Floricorp P

Search

Company Directory: Search Results

This information is current as of 1/27/2016

VALLEY FORGE INSURANCE COMPANY

FEIN	23-1620527
Florida Company Code	01839
NAIC Company Code	20508
Company Type	PROPERTY AND CASUALTY INSURER
Home State	IN
Web Site	http://WWW.CNA.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	09/01/1944

Addresses

Type	Address	Phone
POLICY HOLDER RELATIONS	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-3955
ADMINISTRATIVE	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-5000

LOCATION OF RECORDS	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-5000
MAILING	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-1173
HOME	100 MATSONFORD RD - STE 200, RADNOR PA 19087 United States	

Authorized Lines of Business

Line of Business	Type
PPA PHYSICAL DAMAGE	D
INDUSTRIAL FIRE	D
AIRCRAFT	D
PRIVATE PASSENGER AUTO LIABILITY	D
MULTI PERIL CROP	D
FIDELITY	D
BOILER AND MACHINERY	D
HOMEOWNERS MULTI PERIL	D
COMMERCIAL AUTO PHYSICAL DAMAGE	D
ACCIDENT AND HEALTH	D
OCEAN MARINE	D
INLAND MARINE	D
MOBILE HOME PHYSICAL DAMAGE	D
ALLIED LINES	D
SURETY	D

EARTHQUAKE	D
COMMERCIAL MULTI PERIL	D
COMMERCIAL AUTOMOBILE LIABILITY	D
MOBILE HOME MULTI PERIL	D
MORTGAGE GUARANTY	D
MEDICAL MALPRACTICE	D
FARMOWNERS MULTI PERIL	D
OTHER LIABILITY	D
INDUSTRIAL EXTENDED COVERAGE	D
BURGLARY AND THEFT	D
GLASS	D
WORKERS COMPENSATION	D
FIRE	D

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	LYNNE LOISEL
PIP Address	CNA, 2405 LUCIEN WAY MAITLAND FL 32751

Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

New Search

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Floricorp

then the search will return all the names that have "Floricorp" in any part of the record. For example:

FLORICORP, INC.
FLORICORP PROPERTY AND CASUALTY COMPANY
SOUTHERN FLORICORP UNLIMITED

If you entered

Floricorp P

you would get only

FLORICORP PROPERTY AND CASUALTY COMPANY

Search

Company Directory: Search Results

This information is current as of 1/27/2016

CONTINENTAL CASUALTY COMPANY

FEIN	36-2114545
Florida Company Code	09165
NAIC Company Code	20443
Company Type	PROPERTY AND CASUALTY INSURER
Home State	IL
Web Site	http://WWW.CNA.COM
Authorization Type	CERTIFICATE OF AUTHORITY
Authorization Status	ACTIVE
First Licensed in Florida Date	09/20/1915

Addresses

Type	Address	Phone
LOCATION OF RECORDS	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-5000
ADMINISTRATIVE	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-5000

POLICY HOLDER RELATIONS	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-3955
HOME	333 S. WABASH AVE, CHICAGO IL 60604 United States	
MAILING	333 S. WABASH AVE, CHICAGO IL 60604 United States	(312) 822-1173

Authorized Lines of Business

Line of Business	Type
FIRE	D
CREDIT DISABILITY	D
CREDIT LIFE	D
MISCELLANEOUS CASUALTY	D
BURGLARY AND THEFT	D
FIDELITY	D
ALLIED LINES	D
OTHER LIABILITY	D
BOILER AND MACHINERY	D
CREDIT	D
WORKERS COMPENSATION	D
SURETY	D
ACCIDENT AND HEALTH	D
COMMERCIAL AUTOMOBILE LIABILITY	D
COMMERCIAL MULTI PERIL	D

MEDICAL MALPRACTICE	D
COMMERCIAL AUTO PHYSICAL DAMAGE	D
OCEAN MARINE	D
INDUSTRIAL FIRE	D
INLAND MARINE	D
EARTHQUAKE	D

Current Personal Injury Protection(Auto-PIP) Contact	
PIP Contact Name	LYNNE LOISEL
PIP Address	CNA, 2405 LUCIEN WAY MAITLAND FL 32751

Historic PIP Contact information is available upon request from:
Office of Insurance Regulation
Public Records Office
200 East Gaines Street
Tallahassee, FL 32399
TELEPHONE: 850-413-4223

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Floricorp

then the search will return all the names that have "Floricorp" in any part of the record. For example:

FLORICORP, INC.
FLORICORP PROPERTY AND CASUALTY COMPANY
SOUTHERN FLORICORP UNLIMITED

If you entered

Floricorp P

you would get only

FLORICORP PROPERTY AND CASUALTY COMPANY

Note that even though the whole name is searched, the service still looks for an exact match. So if you entered

FLORICORP,

(i.e., with a comma) you would only get

FLORICORP, INC.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Becker & Poliakoff, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1 East Broward Blvd Suite 1800

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, Florida 33301

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
5 9 - 1 6 4 0 7 0 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

TAB D: References

We would like to offer the following references from five long standing municipal clients for whom we have provided similar services:

Client References – State and Local

1) Lorie Mertens-Black
Chief Civic Affairs Officer
City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33022
(954) 921-3599
Lmertens-black@hollywoodfl.org
www.hollywoodfl.org
Client of the Firm for 24 years

2) Terri Hall
Legislative Coordinator
City of Cape Coral
1015 Cultural Park Boulevard
Cape Coral, FL 33990
(239) 574-0446
Thall@capecoral.net
www.capecoral.net
Client of the Firm for 8 years

3) Phyllis Korab
Assistant City Manager
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060
(954) 786-4608
Phyllis.korab@copbfl.com
www.pompanobeachfl.gov
Client of the Firm for 15 years

4) Cameron Benson
City Manager
City of Miami Gardens
18605 NW 27th Avenue

Miami Gardens, FL 33056
(305) 622-8000
cbenson@miamigardens-fl.gov
www.miamigardens-fl.gov
Client of the Firm for 10 years

5) W. Ajibola Balogun, REM, CFEA
City Manager
City of West Park
1965 South State Road 7
West Park, FL 33023
(954) 989-2688
abalogun@cityofwestpark.org
www.cityofwestpark.net
Client of the Firm for eight (8) years

Client References - Federal

Palm Beach County
Duration of the Relationship: Since 7/19/2011
Todd Bonlarron, Public Affairs Director
301 N. Olive Avenue,
West Palm Beach, FL 33401
(561) 355-3451
tbonlarr@pbcgov.com

Sarasota County
Duration of the Relationship: Since 5/1/2013
Rob Lewis, Director of Community & Intergovernmental Relations
P.O. Box 8
Sarasota, FL 34230
(941) 444-9532

Monroe County
Duration of the Relationship: Since 10/1/2014
Lisa Tennyson, Legislative Affairs and Grants Acquisition Director
1100 Simonton Street
Key West, FL 33040
(305) 292-4444
Tennyson-Lisa@MonroeCounty-FL.Gov

City of Cape Coral
Duration of the Relationship: Since 10/1/2014
Terri Hall, Legislative Coordinator
1015 Cultural Park Boulevard
Cape Coral, FL 33990
(239) 574-0446
thall@capecoral.net

City of Hialeah
Duration of the Relationship: Since 5/6/2009
Annette Quintana, Acting Director, Grants & Human Services
501 Palm Ave.
Hialeah, FL 33010
(305) 883-5839
aquintana@hialeahfl.gov

City of Hialeah Gardens
Duration of the Relationship: Since 8/27/2010
Roberto Lorenzo, Business Tax Receipt Administrator
10001 NW 87th Avenue
Hialeah Gardens, FL 33016
(305) 558-4114

City of Miami Gardens
Duration of the Relationship: Since 3/30/2005
Mr. Cameron Benson, City Manager
1515 NW 167 Street
Miami Gardens, FL 33169
(305) 622-8000

City of North Bay Village
Duration of the Relationship: Since 2/26/2008
Frank Rollason, Assistant City Manager
1700 Kennedy Causeway, #132
North Bay Village, FL 33141
(305) 756-7171
frollason@nbvillage.com

City of Opa-Locka
Duration of the Relationship: Since 2/16/1999
David Chiverton, Interim City Manager
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054
(305) 953-2821
city_manager@opalockafl.gov

Bethune-Cookman University
Duration of the Relationship: Since 3/25/2005
Dr. Hakim Lucas, Vice President of Advancement
640 Dr. Mary McLeod Bethune Blvd.
Daytona Beach, FL 32114-3099
(386) 481-2983
lucash@cookman.edu

Florida Memorial University
Duration of the Relationship: Since 2011
Dr. Roslyn Artis, University President
15800 N.W. 42nd Avenue
Miami Gardens, Florida 33054-6199
305-626-3604

Town of Davie
Duration of the Relationship: Since 5/1/2013
Richard Lemack, Town Administrator
6591 Orange Drive
Davie, FL 33314
(954) 797-1030
richard_lemack@davie-fl.gov

EXHIBIT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for RFQ 16-001 _____.

2. This sworn statement is submitted by (entity) Becker & Poliakoff, P.A. _____ whose business address is 1 East Broward Blvd. Suite 1800 ____ and (if applicable) Federal Employer Identification Number (FEIN) is 59-1640708 _____ (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number:_____.)

3. My name is Bernie Friedman _____ and my relationship to the entity named above is Shareholder _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another

person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

Signature _____ Date: 1/28/2016

STATE OF FLORIDA
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 28 day of Jan., 2016, and is personally known to me, or has provided _____ as identification.

COLLEEN LAPLANT
Commission # EE 880483
Expires June 16, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Colleen LaPlant
Notary Public
My Commission expires:

EXHIBIT "C"

CITY of Palatka FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendre to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Becker & Poliakoff, P.A.

CITY: Fort Lauderdale STATE: FL ZIP CODE: 33301

TELEPHONE NUMBER(S): (954) 987-7550

SIGNATURE: _____

NAME (TYPED OR PRINTED): Johanna Lopez TITLE: Human Resources Generalist

EXHIBIT "D"

CITY of Palatka FLORIDA

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: 16-001

Project Description: RFQ Lobbying Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Becker & Poliakoff, P.A.

Authorized Signature:

Title: Human Resources Generalist

Date:

EXHIBIT "E-1"

E-Verify
Employment Eligibility Verification

Welcome Hali Thomas | User ID HTHOMAS1 | Last Login 11:07 AM - 01/15/2016 | Log Out

Click any ? for help

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Share Ideas
- Contact Us

Company Information

Company Name:	Becker & Poliakoff, P.A.
Company ID Number:	740256
Doing Business As (DBA) Name:	Becker & Poliakoff, P.A.
DUNS Number:	035850023

View / Edit

Physical Location:

Address 1:	1 East Broward Blvd
Address 2:	Ste. 1800
City:	Fort Lauderdale
State:	FL
Zip Code:	33301
County:	CLAY

Mailing Address:

Address 1:	
Address 2:	
City:	
State:	
Zip Code:	

Additional Information:

Employer Identification Number:	591646708
Total Number of Employees:	100 to 499
Parent Organization:	Becker & Poliakoff, P.A.
Administrator:	Becker & Poliakoff, P.A.

Organization Designation:

Employer Category:	None of these categories apply

NAICS Code:	541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES	View / Edit
Total Hiring Sites:	15	View / Edit
Total Points of Contact:	1	View / Edit

View MOU

U.S. Department of Homeland Security - www.dhs.gov | U.S. Citizenship and Immigration Services - www.uscis.gov | Enable Permanent Tooltips | Accessibility | Download Viewers

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualification (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
____	_____
____	_____

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this qualification is made without prior understanding, agreement,

connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Becker & Poliakopff, P.A.
Name of Business

Signature Date:

STATE OF FLORIDA
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 28 day of Jan., 2016, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

COLLEEN LAPLANT
Commission # EE 880483
Expires June 16, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT "E-2"

CITY of Palatka FLORIDA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: Becker & Poliakoff, P.A.

Authorized Signature: _____

Printed Name & Title: Bernie Friedman, Shareholder

Date: 1/28/16

PEEBLES & SMITH

William J. Peebles
Cellular: (850) 566-3029
bill@peebles-smith.com

301 S. Bronough Street, Suite 500 (32301)
Post Office Box 10930
Tallahassee, Florida 32302
Telephone: (850) 681-7383 Facsimile: (850) 681-7271
Email: office@peebles-smith.com

John Wayne Smith
Cellular: (850) 570-7242
john@peebles-smith.com

January 29, 2016

Terry Suggs
201 North Second Street
Palatka, FL 32177

RE: Request for Qualifications (RFQ) 16-001

Dear Mr. Suggs,

The firm of Peebles & Smith, LLC is pleased to respond to the City of Palatka's Request for Qualifications (RFQ) for Lobbying Services. The enclosed proposal includes a response from Peebles & Smith, LLC to the information requested by the City of Palatka and sets forth in detail the Peebles & Smith's professional qualifications, experiences, and accomplishments, that make the firm exceptionally well suited to provide lobbying services to the City of Palatka.

Peebles & Smith is without a doubt the most qualified firm to represent local governments in Florida. Peebles & Smith understands the circumstances of the City of Palatka, knowing best how to maximize its bandwidth in Tallahassee, since Peebles & Smith represents similarly situated municipalities, like the Cities of Archer and Mt. Dora, as well as the Village of Islamorada. Peebles & Smith's long-standing, active participation in "big picture" local government issues—particularly the two ever-present issues: competition for the allocation of state and federal resources and the natural tension that exists between local, state, and federal government—enable Peebles & Smith to advise local-government clients on economic and fiscal trends, expenditure expectations, and leadership priorities, in addition to the provision of lobbying services.

Peebles & Smith stands ready to ensure the overall success of the City of Palatka's legislative priorities. It is my hope the City of Palatka will recognize the exclusive assets of Peebles & Smith and favorably consider this proposal. I am a principal owner of Peebles & Smith, LLC, and I am authorized to negotiate and enter into an agreement with the City of Palatka for lobbying services pursuant to this RFQ. My address is 301 South Bronough Street, Suite 500, Tallahassee, Florida, 32301. My phone number is (850) 570-7242.

Respectfully,

John Wayne Smith
Principal

EXHIBIT "A"

CITY of Palatka FLORIDA

CONTACT SHEET

CITY OF PALATKA, FL

****

Name: Peebles & Smith, LLC

Federal Taxpayer ID: 46-4180099

Mailing Address: Post Office Box 10930

City, State, & Zip Code: Tallahassee, FL, 32301

Telephone: (850) 681-7383 **Fax:** (850) 681-7271

Email: john@peebles-smith.com

Submitted By: John Wayne Smith

Title: Principal

Vendor Accepts Credit Cards*: **Yes** **No (Please Circle)**

Accounting Contact:
Name: Amy Harllee **Title:** Office Manager

Email Address: amy@peebles-smith.com **Phone:** (850) 681-7383

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

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Qualifications and Experience

William "Bill" Peebles established William J. Peebles, P.A. in 1995, with a focus on the long-term, high-quality, full-service representation of local governments (cities, counties, school districts, and special districts), not-for-profits, and other public bodies before state and federal agencies and legislative and executive policymakers. John Wayne Smith joined William J. Peebles, P.A. as a governmental consultant in 2012 after serving Florida's cities and counties for over twenty years, having worked for both the Florida League of Cities and the Florida Association of Counties. In January of 2014, Mr. Peebles and Mr. Smith established Peebles & Smith, LLC. In the beginning of 2015, Thomas Downs began working with Peebles & Smith on behalf of their shared client, Florida Keys Community College. Thomas Downs has represented the City of Jacksonville and other local governments in Florida on federal government affairs and funding. Peebles & Smith's primary focus on local government representation ensures it does not have any conflicts of interest.

The Florida Municipal Electric Association and the Florida Municipal Natural Gas Association were Mr. Peebles' founding clients. Shortly thereafter, the City of Orlando and the City of Tampa became Mr. Peebles' initial municipal clients. During the past two years, Peebles & Smith celebrated the additions of the City of Archer, City of Mt. Dora, Monroe County, Marion County, Central Florida Regional Transportation Authority (LYNX), Ecology & Environment, Inc., WaterSmart Software, and the Trust for Public Land.

Together, Mr. Peebles, Mr. Smith, and Mr. Downs have nearly eighty years of combined experience representing clients on matters before the state and federal government, having successfully advocated on behalf of policy and budget issues for over three decades. Peebles & Smith offers a broad and diverse set of experience and skills including legal, executive, political, budgeting, policy development, public relations, and advocacy, in an effort to provide clients the most successful path in the policy-making arena and the appropriations process.

As a policy advisor, strategic consultant, and advocate for a large group of statewide associations, Peebles & Smith has extensive exposure to legislative leadership, relevant committee chairs, and their staff. Likewise, Peebles & Smith's experience with multiple local public entities and related statewide associations has enabled us to establish relationships with a full complement of Florida's legislative members. These relationships have proven invaluable for local government clients of Peebles & Smith.

Additionally, Peebles & Smith's footprint with individual local entities provides an extremely strong platform from which to grow personal, one-on-one relationships with local legislative delegations. It should also be noted that Peebles & Smith's relationships with individual local governments and multiple statewide associations facilitate the development of relationships with potential future state officials at a very early point in their public service careers.

Participation in "big picture" local government issues, specifically the state budgeting process and state and local fiscal policy, is another aspect of Peebles & Smith that brings added value to clients. As a result of involvement in these issues, Peebles & Smith is able to advise clients on economic and fiscal trends, expenditure expectations, and leadership priorities. This benefit also applies to specific substantive policy-making goals.

Peebles & Smith provides a variety of services to its clients. Peebles & Smith's experience and broad involvement in state policy that impacts public entities provides its professionals the opportunity to develop diverse and unique approaches to navigating every level of government for its clients. Peebles & Smith has

initiated and coordinated numerous projects that had never been done before, which required Peebles & Smith to create the playbook and serve as the "air traffic controller" in order to successfully achieve client objectives.

John Wayne Smith: Politics and Local Government

John Wayne Smith is a registered state and federal lobbyist with the legislative and executive branches and is a principal of Peebles & Smith, LLC. He is a Certified Professional Lobbyist by the Florida Association of Professional Lobbyists ("FAPL"). Currently, John serves on the FAPL Board of Directors, maintaining his commitment to "high standards of professionalism and ethical standards" for those choosing advocacy as a profession.

John has twenty-four years of experience representing clients in Tallahassee and Washington, D.C. For the first two decades, he served Florida's counties and municipalities, the last five as Legislative Director for the Florida Association of Counties ("FAC"). As FAC's Legislative Director, John assisted all sixty-seven counties in developing their legislative programs, providing insight and advice on potential priorities. In addition, he performed in a similar role for eight years as Assistant Director for Legislative & Public Affairs with the Florida League of Cities.

As part of his professional lobbying service to local governments, he has developed broad knowledge and extensive experience in developing coalitions and coordinating successful advocacy strategies at the state and federal levels. He is recognized as an expert in fiscal matters by virtue of his distinctive skills and knowledge in the areas of state and local public finance, including appropriations, state and local fiscal policy, and the revenue estimating process.

Since 1990, John has played a leadership role in initiatives, providing state and federal funding for affordable housing, solid waste (landfill closures) and recycling, economic development, professional sports franchises, transportation, beach re-nourishment, land acquisition, water quality and supply, wastewater collection and treatment, and courthouses and judicial system. In the area of state shared revenues, he has directed modifications to the following: the expansion of guaranteed entitlements, the sales tax "swap" (trading cigarette and intangibles tax revenue for state sales tax), and eliminating the Dade County "kicker" (index). Likewise, in the arena of local option revenues, he has coordinated efforts to provide cities and counties greater flexibility regarding local sales taxes, gas taxes, tourist development taxes, utility taxes, and communication services taxes.

In addition to his issue advocacy, John began his career as a political and strategic campaign consultant, successfully assisting candidates seeking elected office in the Florida House of Representatives. During the 2012 campaign cycle, he served as Secretary/Treasurer for All About Florida Committee, Inc. In this capacity, he raised over $2.5 million to defeat Amendment 4 (a property tax limitation). He has also served as a policy adviser in the Governor's Office of Planning and Budgeting.

John lives in Tallahassee with his wife Elise and four children, Carter, Montgomery, Cale, and Camille.

John Wayne Smith
301 S. Bronough St. Suite 500
Tallahassee, FL 32301
John@peebles-smith.com
(850) 570-7242

HIGHLIGHTS OF STRENGTHS

- Over two decades of experience representing counties and municipalities before the Florida Legislature, Governor and Cabinet Offices, and State Agencies.
- Thirteen years of experience representing counties and municipalities before the U.S. Congress, U.S. Senate, Executive Office, and Federal Agencies.
- Broad knowledge and extensive experience in developing coalitions and coordinating successful advocacy strategies at the state and federal levels.
- Recognized expertise in county and municipal government, including distinctive skills and knowledge in the areas of state and local public finance, such as appropriations, state and local fiscal policy, and the state's Consensus Estimating Process.

PROFESSIONAL

Principal, Peebles & Smith, LLC, January 2014 – Present

Governmental Consultant, William J. Peebles, P.A., July 2012 – Present

Legislative Director, Florida Association of Counties, August 2007 – June 2012

- Coordinated federal and state lobbying efforts for statewide Association representing 67 counties. Supervised lobbying team and support staff. Prepared and managed division budget. Oversaw the development of legislative program and priorities.

Assistant Legislative Director, Florida League of Cities, December 2001 – July 2007

- Coordinated federal and state lobbying efforts for statewide League representing 412 municipalities, towns, and villages. Assisted in the development of legislative program and priorities.

Associate Legislative Director, Florida League of Cities, August 1999 – November 2001

- Coordinated federal and state lobbying efforts regarding public finance issues for League. Assisted in the development of legislative program and priorities.

Legislative Program Specialist, Florida Association of Counties, October 1994 – August 1999

- Assisted in the development of legislative program and priorities for Finance, Tax & Administration Committee, and Rural Caucus. Analyzed and reported on legislation regarding finance, tax, and appropriations issues.

Legislative Analyst, Florida Association of Counties, November 1990 – May 1994

EDUCATION

Florida State University, December 1988
Bachelor of Science in Economics and Political Science

PROFESSIONAL MEMBERSHIPS & CERTIFICATIONS

Florida Association of Professional Lobbyists (FAPL), 2005 – Present
FAPL, Board of Directors, 2011 – Present
Florida Association of Intergovernmental Relations, 1991 – Present
National Association of County Intergovernmental Relations, 2008 – Present

William J. Peebles: Politics and Local Government

Bill Peebles is a founding principal of William J. Peebles, P.A. Among his many achievements, he has changed the state distribution formula for transportation funds, led the lobbying effort to bring commuter rail to Central Florida, passed scores of local bills, and worked on numerous revisions to statutes impacting local government revenue. His expertise and leadership in the area of local government finance and tax were recognized in 2011, when Peebles & Smith was retained to represent the Florida League of Cities, the Florida Association of Counties, and the Florida School Board Association in connection with anticipated revenue cap and ad valorem tax reform efforts.

Bill's effectiveness in this area was also recognized when Peebles & Smith was retained in 2011 by the law firm that serves as general counsel to the Florida Association of Counties. He worked to protect the legal interests of the law firm and Florida counties regarding efforts to exempt online travel companies from paying a portion of tourist development taxes.

As a result of his longtime representation of public utilities, he is also recognized as preeminent in that arena. He has successfully fought efforts by private electric and telecommunications utilities to prohibit, inhibit, or tax the provision of these services by governments. He also led the local government lobbying and legal negotiations that resulted in major revisions to Florida's scheme for taxing cable and telecommunications services and remedying problems in the collection of the tax that occurred in the wake of federal deregulation of the communications industry.

Since 1995, Bill has also represented the Florida Municipal Insurance Trust (FMIT), a self-insurance pool consisting solely of local governments and administered by the Florida League of Cities (FLC). He was chosen by the Executive Director and the General Counsel to represent this vital interest. Since this engagement, he has had great success defending claims bills and defeating an effort led by the then-President of the Senate and the Senate Insurance Committee Chairman to subject FMIT to regulation by the Department of Insurance as if it were a private company. Bill also has broad experience in the area of municipal finance, having served as bond counsel, issuers' counsel, and underwriters' counsel in his legal practice.

Bill lives in Tallahassee, has three grown daughters, and two grandsons.

WILLIAM J. PEEBLES
301 S. BRONOUGH ST. SUITE 500
TALLAHASSEE, FL 32301
BILL@PEEBLES-SMITH.COM
(850) 566-3029

HIGHLIGHTS OF STRENGTHS

- Over three decades of experience representing local governments and trade associations before the Florida Legislature, Governor and Cabinet Offices, and State Agencies.
- A recognized expertise in the areas of public utility regulation, environmental policy, water policy, local government finance, and tax and revenue.
- Skill in developing and directing complex or multi-pronged advocacy strategies combining media, market research, and lobbying.

PROFESSIONAL

Principal, Peebles & Smith, LLC, January 2014 – Present

Principal, William J. Peebles, P.A., 1995 – Present

- Established William J. Peebles, P.A. in order to specialize in representation of local government clients before the Florida Legislature, Governor and Cabinet Offices, and State Agencies.

Partner, Moore Williams Bryant Peebles and Gautier, 1985 – 1995

- Provided legal representation to corporate and governmental clients before various Florida agencies and the Florida Legislature.

Associate, Law Office of Robert J. Angerer, 1979 – 1985

- Assisted in complex federal litigation for a range of clients.

EDUCATION

Florida State University, May 1976
Bachelor of Arts in Political Science, Cum Laude
Florida State University, May 1979
Juris Doctorate, With Honors

PAST COMMUNITY ACTIVITIES

Dean of Electric Industry Lobbying Corps
Capital Area Community Action Agency, Inc., Recognition for Contributions, 2001
Mothers In Crisis, Partners of Mothers In Crisis Appreciation, 2004
Providence Neighborhood Assoc., Genevieve McDonald Service Award, 2004
Davis Productivity Award, Florida Department of Revenue, 2001
Trust for Public Lands Florida Advisory Council, 1998 – Present

Thomas C. Downs: Federal Legislation, Funding and Access

During 20 years in private law practice, following 10 years of Capitol Hill service in Washington, D.C., Tom Downs has handled numerous matters of importance to local communities and educational institutions.

Tom has been involved in numerous national initiatives of importance to youth, schools, and education institutions. This includes White House initiatives such as My Brother's Keeper, the Helping America's Youth Initiative, Joining Forces, Let's Move!, the White House Community College Initiative, and the Promise Zones Initiative. He is currently coordinating consortiums of educational institutions involved in national educational initiatives in such areas as maritime, energy, and advanced manufacturing workforce training.

Tom previously served as appropriations aide for a member of the House Appropriations Committee, where he handled a variety of domestic funding matters, including funding for educational programs. He served in the office of a senior member of the Senate Appropriations Committee, and was a legislative aide to members of the House Committees on Armed Services, Science, Space and Technology, and Merchant Marine and Fisheries. In addition, he served as a legislative director in a House member's office, and a Congressional chief of staff.

A resident of the Washington, D.C. area for more than 30 years, Tom and his wife Jennifer have two sons, Robert and Joseph.

Thomas Chadbourne Downs
1629 K Street, NW, Suite 300
Washington, DC 20006
tcdowns@downsgovaffairs.com
(202) 403-2302

HIGHLIGHTS OF STRENGTHS

- Over three decades of professional experience in Washington with Congress and federal agencies.
- Twenty years as a professional advocate.
- Extensive experience and expertise in education policy and funding.

PROFESSIONAL

Principal, Downs Government Affairs, 2015 – Present

- Represents federal, state and local government entities, corporations, colleges, universities, and nonprofits on public policy, legislative advocacy, fundraising, and federal government affairs.

Partner, Legislative and Government Affairs, Venable LLP, 2014 – 2015

- Represented federal, state and local government entities, corporations, colleges, universities, and nonprofits on public policy, legislative advocacy, fundraising, and federal government affairs.

Partner, Public Policy, Patton Boggs LLP, 2003 – 2014

- Represented federal, state and local government entities, corporations, colleges, universities, associations, nonprofits and other clients on public policy, legislative advocacy, fundraising, and federal government affairs.

Associate, Public Policy, Patton Boggs LLP, 1995 – 2003

- Represented federal, state and local government entities, corporations, colleges, universities, associations, nonprofits and other clients on public policy, legislative advocacy, fundraising, and federal government affairs.

Chief of Staff, Office of U.S. Representative George Hochbrueckner, 1991 – 1995

- Served as chief political and legislative advisor to the Congressman. Supervised daily functions of Congressional offices in Washington and New York.

Senior Legislative Assistant, Office of U.S. Representative George Hochbrueckner, 1987 – 1991

- Served as chief legislative advisor to the Congressman. Supervised other legislative staff and handled a variety of domestic legislative issue areas.

EDUCATION

American University, December 1994
Juris Doctorate
Brown University, December 1983
Bachelor of Science in Political Science

Description of Government Projects

► **State Budget ("Big Picture")**

Affordable Housing
In 2013, Peebles & Smith worked on behalf of the Florida League of Cities, through the Attorney General's Office, for the successful negotiation regarding the allocation and use of funds from the National Mortgage Settlement Agreement. In 2015, the Legislature expended over half ($100 million) of the Sadowski Trust Fund dollars to fund traditional affordable programs, such as State Housing Initiative Partnership (SHIP).

Transportation Trust Fund
During the economic downturn, Peebles & Smith was engaged by several of its clients to protect and enhance the financial position of the State's Transportation Trust Fund, a difficult task, as nearly $500 million was transferred from the Fund to other general revenue services over a multiyear time period. However, through Peebles & Smith's and others' efforts, state policy makers have recognized the short-term nature of many of these decisions. More recently, efforts have been made to rebuild the trust fund by earmarking vehicle license and tag monies ($200 million). Additionally, $10 million dollars has been authorized for debt service to enhance capital projects for port related infrastructure.

► **State Budget ("Client Specific")**

Wastewater Collection & Treatment Facility
In 2012, Peebles & Smith led an effort to secure authorization for the issuance of $50 million in Everglades bonds. As a result, Monroe County received $30 million and the Village of Islamorada received $20 million for construction of wastewater collection and treatment facilities. Likewise, the Keys' communities received a second round of funding for $50 million in 2014.

SunRail
Peebles & Smith coordinated a two-year legislative effort that culminated in the approval of complex negotiations during a special session of a comprehensive package for Central Florida Commuter Rail. Mr. Peebles served as co-leader for the coalition of lobbyists and regional interests. Peebles & Smith is presently engaged in efforts to provide dedicated funding for the governments, which support SunRail and to enhance the provision of quiet zones crossings.

Kissimmee Airport
On behalf of the City of Kissimmee, Peebles & Smith successfully amended the Florida Statutes, resulting in an expansion of the Strategic Intermodal System (SIS) in order so that it included the Kissimmee Airport, resulting in a $2 million benefit for our client.

Public Education Capital Outlay (PECO) Projects
As a representative of several host communities for the state's public universities and state colleges, Peebles & Smith has partnered on numerous community funding priorities. This past Session, Peebles & Smith partnered with the following entities:

- City of Orlando – UCF Partnership Complex - $8,000,000
- City of St. Pete - USF/St. Pete Business School - $10,000,000

- City of Tampa – USF/College of Medicine - $5,000,000

► **Federal Budget ("Client Specific")**

Courthouse Construction
Overcoming the White House's insistence on maintaining a moratorium on funding courthouse construction, Mr. Downs obtained a congressionally-directed $86 million appropriation for the construction of a new courthouse in Jacksonville.

Wonderwood Connector Highway
During the development of the multi-year federal surface transportation bill, Mr. Downs secured a $20 million line-item for the Wonderwood Connector highway project in Jacksonville.

Boat Dock Funding
Mr. Downs obtained more than $5 million in appropriations for construction of boat docks and other visitor amenities on historic Fort George Island in the Timucuan Preserve.

► **Legislation (Statewide Policy - "Big Picture")**

Property Taxes
During the real estate boom (2000 - 2007), property insurance rates and property taxes became major issues. As the debate heated regarding local government tax rates and revenues, the Florida League of Cities, Florida Association of Counties, and Florida School County's Association led a coordinated strategy to prevent the Governor and Legislature from over-reacting by hiring Peebles & Smith jointly. Peebles & Smith successfully negotiated a position between the Governor and the Senate President that imposed reasonable caps, while maintaining local government's ability to make necessary decisions at home.

Revenue & Expenditure Caps
Consequently, broader revenue and expenditure cap proposals arose from the property tax debate. As a result, Peebles & Smith was retained to fend off negative proposals from the Tax & Budget Reform Commission (2007–2008) and later Senate President Mike Haridopolos, who made revenue and expenditure caps one of his top priorities. The Legislature eventually passed a proposed constitutional amendment on state revenue and expenditure caps. However, because of our efforts, the proposal did not apply to local government entities. The amendment did not receive the necessary sixty (60%) percent approval to pass.

Constitutional Amendments (Statewide Ballot Initiatives)
Peebles & Smith has been engaged in a number of proposed amendments to Florida's Constitution. Most recently, John Wayne Smith was recruited to serve as Secretary/Treasurer for the ALL ABOUT FLORIDA campaign. In this position, he raised over $2.5 million in an effort to defeat Amendment 4. The proposal would have imposed a 5% assessment cap on nonresidential property. The amendment was successfully defeated on the 2012 general ballot.

► **Legislation (Policy – "Client specific")**

Professional Sports Franchises

On behalf of the City of Orlando, Peebles & Smith advocated for the expansion of the state's professional sports franchise tax credit program to include Major League Soccer (MLS). During the 2014 legislative session, Senate Bill 1512 passed, establishing a new process for a professional sports franchise to apply for tax credits for the construction or expansion of a professional sports facility. The recently passed legislation included an expansion of the eligible entities to include Major League Soccer. In addition, the legislation also included a provision allowing a new professional sports franchise (Orlando City Soccer Club) to pursue an expedited application process for the 2014-15 fiscal year.

Quiet Zones

On behalf of MetroPlan Orlando, Peebles & Smith advocated for the authorization and funding of SunRail. With the rapid deployment of the SunRail system in the I-4 corridor, several local governments, including the City of Orlando, the City of Winter Park, the City of Tampa, and MetroPlan had been seeking state funding to assist in the development of "Quiet Zones" in dense residential and commercial areas. This past session, Peebles & Smith helped establish a grant program through the Department of Transportation and secured $10 million for the first year.

Public Records

In 2013, Peebles & Smith passed two separate public records bills for the Orlando Utilities Commission (OUC) and the City of Kissimmee. The first, on behalf of OUC, provided an exemption from the public records requirements for proprietary information received by public utilities prior to bid submittals. In addition, the City requested the expansion of a current exemption to include information obtained during internal employee investigations by state and local entities. These legislative improvements, championed by Peebles & Smith, allow our clients to operate more efficiently.

Reclaimed Water

In 2012, Peebles & Smith successfully lobbied on behalf of the City of Tampa for the passage of legislation allowing reclaimed water to be eligible for alternative water supply funding. The bill also exempted reclaimed water from regulations by the water management districts.

Local Bills (Special Acts)

A number of Peebles & Smith's clients are governed by Special Acts and thus require routine updates and legislative approval for new authority. During the 2013 Session, Peebles & Smith shepherded the passage of a local employee pension bill for the City of Tampa to maintain compliance with the Internal Revenue Service. Likewise, Peebles & Smith worked successfully on the passage of a local governance bill for the ToHo Water Authority, granting flexibility for the term of the County's chairperson.

Claims Bills

Peebles & Smith has extensive exposure to the state's claims bill process. Peebles & Smith has represented the Municipal Insurance Trust (an insurance pool for municipalities) since 1998. In addition, Peebles & Smith is currently representing the City of Tallahassee and the City of Tampa on two separate claims bills.

► **Federal Legislation (Policy – "Client specific")**

Land Transferal

Mr. Downs helped secure passage of federal legislation to convey surplus land owned by the U.S. Coast Guard to the City of Jacksonville for new waterfront development.

Federal Designation

Mr. Downs drafted and secured passage of federal legislation clarifying the consolidated City of Jacksonville/Duval County "urban county" designation in order to ensure the area's continued eligibility for a variety of federal grants.

► **State Agencies (Administrative Rules)**

County Medicaid Cost-Sharing

In 2012, the Legislature passed an onerous piece of legislation that required counties to pay for their share of Medicaid bills without accountability; the legislation required that the monies be deducted automatically from their revenue sharing accounts. Efforts to secure the Governor's veto were thwarted, as the language was included in a very important and comprehensive health care conforming bill. However, Peebles & Smith was successful in obtaining the Governor's approval to mitigate the damage through his executive office. During the summer of 2012, Peebles & Smith worked with the Agency for Health Care Administration (AHCA) to develop rules that allowed each county to review their Medicaid bills before payment and allowed for the disbursement of funds from a source of their choosing. This effort eventually saved counties $175 million.

► **State Agencies (Administrative Actions)**

Transportation/Bridge Funding

Monroe County engaged Peebles & Smith to assist with the transfer and acquisition of the Seven-Mile Bridge from the Department of Transportation (DOT). The Seven-Mile Bridge is an historic marker but has been used as a linear park for the past ten years. Monroe County has wanted to acquire the Bridge and make it part of a local park system, while the DOT has wanted to remove itself from the park business. Peebles & Smith has helped negotiate a fair price, including bringing the bridge up to required specifications before the transfer. This project will save Monroe County $15 million.

► **Cabinet**

Land Acquisition & Permitting

The City of Gainesville engaged Peebles & Smith to assist in the acquisition of an old Department of Corrections facility that the City of Gainesville wanted to use as a homeless center and shelter. The City of Gainesville has concluded negotiations, and Peebles & Smith is currently working on an agenda item for Cabinet approval of the transfer. A final decision is expected by the end of this year.

Methodology

Peebles & Smith believes that a successful government affairs effort centers around three components:

- ► **Strategy Creation**
- ► **Direct Advocacy**
- ► **Comprehensive Communication**

Below is an initial step-by-step approach Peebles & Smith proposes to be customized in order to meet the needs of the City of Palatka.

► **Strategy Creation:** Peebles & Smith possesses the collective experience and track record to effectively monitor, identify, and prioritize opportunities and challenges for its clients. Immediately following an engagement with the City of Palatka, all principal members of Peebles & Smith will meet directly with the City of Palatka's leadership personnel and key staff, in order to identify specific concerns and relevant expectations, and also to formulate both short-term and long-term objectives. After the initial stage of meetings, Peebles & Smith will work with the City of Palatka's leadership personnel and key staff to create a "Priority Agenda" for 2016 based on the current leadership and budget projections of the Legislature and Congress, and relevant executive branch agencies, both state and federal. While creating the City of Palatka's Priority Agenda, Peebles & Smith and the City of Palatka will also coordinate efforts needed to conduct pertinent research and data collection, and prepare relevant background materials and supporting documents. If required, Peebles & Smith has extensive experience drafting proposed language for legislation and agency rules, as well as preparing budget line items and proviso language. As part of preparing the City of Palatka's Priority Agenda, Peebles & Smith will outline a plan of action for obtaining sponsors and briefing appropriate state and federal agencies, committee chairs, legislators, U.S. Representatives and Senators, and senior staff.

► **Direct Advocacy:** With an office only blocks from the U.S. Capitol, Peebles & Smith maintains constant access to federal officials year round. Peebles & Smith is positioned to secure sponsors and additional support on appropriate committees, in order to advance the interests identified in the City of Palatka's Priority Agenda. At various times, Peebles & Smith may request the participation of the City of Palatka's leadership personnel or key staff to assist in this effort. Such participation may include writing letters, sending emails, providing additional information, or attending meetings with legislators, staff, or agency representatives to tell the City of Palatka's "story." Peebles & Smith takes pride in putting a real and personal face on issues and has regularly incorporated such strategies for the overall success of its clients. Likewise, Peebles & Smith provides its clients with invaluable insights into how to communicate effectively with policy makers and executive officials. When strategically necessary, Peebles & Smith would secure opportunities for the City of Palatka's leadership personnel to testify at appropriate committee hearings on the impacts of the City of Palatka's priorities.

As a representative of various public entities, Peebles & Smith has developed unique strategies for leveraging clients' political resources. As a result of the tension between local, state, and federal levels of government, and the importance of cooperation and communication between them, Peebles & Smith may encourage the utilization of a coordinated approach with other governmental entities and associations. Team consultants have extensive experience developing and activating successful coalitions and grassroots campaigns for legislative action—ranging from email blasts, phone calls, and public testimony, to planning membership "Days at the Capitol." If selected, Peebles & Smith is confident that these experiences will help the City of Palatka facilitate a strong working relationship with the Florida League of Cities.

► **Comprehensive Communication:** Upon engagement with the City of Palatka, John Wayne Smith will direct the lines of communication with the City of Palatka. Peebles & Smith and its resource base are available twenty-four hours a day, seven days a week, throughout the term of representation. Peebles & Smith subscribes to LobbyTools and uses this online bill tracking service to organize legislative priorities, track legislative bills and amendments, as well as monitor for news articles referencing clients' priorities. A comprehensive report of everything being tracked for the City of Palatka can be assembled within minutes to allow for real-time updates.

Peebles & Smith currently publishes a weekly newsletter during legislative committee weeks and legislative session for all of its clients, and specific reports can be tailored to the City of Palatka and its priorities. These updates can also give the City of Palatka advance notice of relevant upcoming legislative activities.

As part of any legislative process, a variety of proposals are introduced. In order to determine potentially harmful impacts to clients, and identify beneficial opportunities, Peebles & Smith reviews and analyzes all bills proposed during all Florida legislative sessions. Additionally, Mr. Downs stays keenly aware of federal opportunities for small municipalities due to his specialized niche of representing local governments in Washington. At certain times, Peebles & Smith may request additional information or input from the City of Palatka regarding particular positions or preferences. Peebles & Smith has found that daily contact is often necessary, as requests are made for additional information, or in order to seek approval from the City of Palatka for alternative strategies.

At the conclusion of each year, Peebles & Smith provides a comprehensive written report regarding the activities of the City of Palatka's Priority Agenda. Depending on the preference of the City of Palatka, this report may also be provided in-person through a legislative briefing or workshop.

Location

Peebles & Smith, LLC is conveniently located two blocks from Florida's Capitol complex at 301 S. Bronough Street, Suite 500 and maintains additional office space for visiting clients, including an office, conference rooms, and kitchen facilities. In addition, the Peebles & Smith has an expansive lobby area for receptions and special events. Mr. Downs has offices located on the famed "K Street" in downtown Washington, D.C., located in close proximity to the White House and key offices of the federal government.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Florida Limited Liability Company
PEEBLES & SMITH, LIMITED LIABILITY COMPANY

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Principal Address
301 S BRONOUGH ST
SUITE 500
TALLAHASSEE, FL 32301
Changed: 03/20/2014

Mailing Address
P O BOX 10930
TALLAHASSEE, FL 32302

Registered Agent Name & Address
PEEBLES, WILLIAM J
301 S BRONOUGH ST
SUITE 500
TALLAHASSEE, FL 32301
Address Changed: 03/20/2014

Authorized Person(s) Detail
Name & Address

Title MGR

PEEBLES, WILLIAM J
301 S BRONOUGH ST
SUITE 500
TALLAHASSEE, FL 32301
Title MGRM

SMITH, JOHN W
301 S BRONOUGH ST
SUITE 500
TALLAHASSEE, FL 32301

Annual Reports

Report Year	Filed Date
2014	03/20/2014
2015	02/23/2015

Peebles, William J. ..... **(850) 681-7383**

Po Box 10930, Tallahassee, FL 32302-2930

Lobbying Firm(s):

Peebles & Smith LLC
PO Box 10930, Tallahassee, FL 32302
Phone: (850) 681-7383

William J. Peebles PA
PO Box 10930, Tallahassee, FL 32302
Phone: (850) 681-7383

Principal(s):

Central Florida Regional Transportation Authority (LYNX)
455 N Garland Ave, Orlando, FL 32801
Industry Code: 485113
Effective: 01/05/2016

City of Archer
PO Box 39, 16870 SW 134th Ave, Archer, FL 32618-0039
Industry Code: 921120
Effective: 01/05/2016

City of Cape Coral
Po Box 150027, Cape Coral, FL 33915-0027
Industry Code: 921110
Effective: 01/05/2016

City of Gainesville
PO Box 490, Station 6, Gainesville, FL 32602
Industry Code: 921120
Effective: 01/05/2016

City of Kissimmee
101 N Church St 2nd Floor, Kissimmee, FL 34741
Industry Code: 921110
Effective: 01/05/2016

City of Mount Dora
510 N Baker St, Mount Dora, FL 32757
Industry Code: 921190
Effective: 01/05/2016

City of Orlando
City Hall, 400 S Orange Ave, Orlando, FL 32801-3302
Industry Code: 921110
Effective: 01/05/2016

City of St. Petersburg
School Programs City Hall 2nd Flr, 175 5th St N, St Petersburg, FL 33701
Industry Code: 921110
Effective: 01/05/2016

City of Tallahassee
300 S Adams St, Tallahassee, FL 32301
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City of Tampa
306 E Jackson St 7E, Tampa, FL 33602
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City of Winter Park
401 Park Ave S, Winter Park, FL 32789
Industry Code: 921120
Effective: 01/05/2016

Community Telecommunications Council
PO Box 10114, Tallahassee, FL 32302
Industry Code: 813990
Effective: 01/05/2016

Conservation Campaign, The
10 Milk St, Ste 810, Boston, MA 02018
Industry Code: 813312
Effective: 01/05/2016

Florida Association of Counties
100 S Monroe St, Tallahassee, FL 32301
Industry Code: 813990
Effective: 01/05/2016

Florida Keys Community College Education Foundation
5901 College Rd, , Key West, FL 33040
Industry Code: 611210
Effective: 01/05/2016

Florida Landmark Communities
4315 Metro Pkwy, Ste 500, Ft Myers, FL 33619
Industry Code: 531390
Effective: 01/05/2016

Florida League of Cities
PO Box 1757, Tallahassee, FL 32302-1757
Industry Code: 813910
Effective: 01/05/2016

Florida Municipal Electric Association
PO Box 10114, Tallahassee, FL 32302
Industry Code: 813990
Effective: 01/05/2016

Florida Municipal Insurance Trust
210 W Park Ave, Tallahassee, FL 32301
Industry Code: 524126
Effective: 01/05/2016

Florida Municipal Natural Gas Association
PO Box 548, Valparaiso, FL 32580
Industry Code: 813990
Effective: 01/05/2016

Florida Municipal Power Agency
8553 Commodity Cir, Orlando, FL 32819
Industry Code: 221122
Effective: 01/05/2016

Florida Redevelopment Association
PO Box 1757, Tallahassee, FL 32302-1757
Industry Code: 925120
Effective: 01/05/2016

Islamorada Village of Islands
86800 Overseas Hwy, (MM 87-Founders Park), Islamorada, FL 33036
Industry Code: 921110
Effective: 01/05/2016

JEA
21 W Church St, T-15, Jacksonville, FL 32202
Industry Code: 221112
Effective: 01/08/2016

Marion County Board of County Commissioners
601 SE 25th Ave, Ocala, FL 34471
Industry Code: 921190
Effective: 01/05/2016

Metroplan Orlando
315 E Robinson St #355, Orlando, FL 32801
Industry Code: 483999
Effective: 01/05/2016

Monroe County Board of County Commissioners
1100 Simonton St, Key West, FL 33040
Industry Code: 921120
Effective: 01/05/2016

Orlando Utilities Commission
500 S Orange Ave, Orlando, FL 32801
Industry Code: 921110
Effective: 01/05/2016

ToHo Water Authority
101 N Church St 2nd Floor, Kissimmee, FL 34741
Industry Code: 221310
Effective: 01/05/2016

WaterSmart Software
20 California St, #200, SF, CA 94111
Industry Code: 511210
Effective: 01/05/2016

Smith, John Wayne ..... **(850) 681-7383**
Po Box 10930, Tallahassee, FL 32302-2930

Lobbying Firm(s):

Peebles & Smith LLC
PO Box 10930, Tallahassee, FL 32302
Phone: (850) 681-7383

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400 S Orange Ave, Orlando, FL 32801
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City of St. Petersburg

School Programs City Hall, 175 5th St N, St Petersburg, FL 33701
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City of Tallahassee
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City of Tampa
306 E Jackson St 7E, Tampa, FL 33602
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City of Winter Park
401 Park Ave S, Winter Park, FL 32789
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Effective: 01/05/2016

Community Telecommunications Council
PO Box 10114, Tallahassee, FL 32302
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Conservation Campaign, The
10 Milk St, Ste 810, Boston, MA 02018
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Florida Association of Counties
100 S Monroe St, Tallahassee, FL 32301
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Florida Keys Community College Education Foundation
5901 College Rd, , Key West, FL 33040
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Florida Landmark Communities
4315 Metro Pky, Ste 500, Ft Myers, FL 33916
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Florida Municipal Insurance Trust
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PO Box 548, Valparaiso, FL 32580
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Florida Municipal Power Agency
8553 Commodity Cir, Orlando, FL 32819
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Florida Redevelopment Association
PO Box 1757, Tallahassee, FL 32302
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Islamorada Village of Islands
Hwy MM 87 Founders Park, 8600 Overseas Hwy, Islamorada, FL 33036
Industry Code: 921120
Effective: 01/05/2016

JEA
21 W Church St, T-15, Jacksonville, FL 32202
Industry Code: 221112
Effective: 01/08/2016

Marion County Board of County Commissioners
601 SE 25th Ave, Ocala, FL 34471
Industry Code: 921190
Effective: 01/05/2016

Metroplan Orlando
315 E Robinson St #355, Orlando, FL 32801
Industry Code: 926120
Effective: 01/05/2016

Monroe County Board of County Commissioners
1100 Simonton St, Key West, FL 33040
Industry Code: 921120
Effective: 01/05/2016

Orlando Utilities Commission
500 S Orange Ave, Orlando, FL 32801
Industry Code: 221112
Effective: 01/05/2016

ToHo Water Authority
101 N Church St, Kissimmee, FL 34741
Industry Code: 237110
Effective: 01/05/2016

WaterSmart Software
20 California St, #200, SF, CA 94111
Industry Code: 511210
Effective: 01/05/2016

Peebles, William J. ..... **(850) 681-7383**
Po Box 10930, Tallahassee, FL 32302-2930

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Peebles & Smith LLC
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Conservation Campaign, The
10 Milk St, Ste 810, Boston, MA 02018
Industry Code: 813312
Effective: 01/05/2016

Ecology and Environment, Inc
368 Pleasant View Dr, Lancaster, NY 14086
Industry Code: 541620
Effective: 01/05/2016

Florida Association of Counties
100 S Monroe St, Tallahassee, FL 32301
Industry Code: 813990
Effective: 01/05/2016

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Effective: 01/05/2016

Florida Municipal Natural Gas Association
PO Box 548, Valparaiso, FL 32580
Industry Code: 813910
Effective: 01/05/2016

Florida Municipal Power Agency
8553 Commodity Cir, Orlando, FL 32819
Industry Code: 813910
Effective: 01/05/2016

Florida Redevelopment Association
PO Box 1757, Tallahassee, FL 32302-1757
Industry Code: 813910
Effective: 01/05/2016

Islamorada Village of Islands
86800 Overseas Hwy, MM 87-Founders Park, Islamorada, FL 33036
Industry Code: 921120
Effective: 01/05/2016

JEA
21 W Church St, T-15, Jacksonville, FL 32202
Industry Code: 221112
Effective: 01/11/2016

Marion County Board of County Commissioners
601 SE 25th Ave, Ocala, FL 34471
Industry Code: 921190
Effective: 01/05/2016

Metroplan Orlando
315 E Robinson St #355, Orlando, FL 32801
Industry Code: 926120
Effective: 01/05/2016

Monroe County
1100 Simonton St, Key West, FL 33040
Industry Code: 921120
Effective: 01/05/2016

Orlando Utilities Commission
500 S Orange Ave, Orlando, FL 32801
Industry Code: 221112
Effective: 01/05/2016

ToHo Water Authority
101 N Church St, Kissimmee, FL 34741
Industry Code: 237110
Effective: 01/05/2016

WaterSmart Software
20 California St, #200, SF, CA 94111
Industry Code: 511210
Effective: 01/05/2016

References

Mead Garden (Lake Lillian) Restoration
Appropriations Request - $400,000
City of Winter Park
On behalf of the City of Winter Park, Peebles & Smith advocated for state appropriation of $400,000 for the restoration of Mead Garden.
Address: 401 Park Avenue S, Winter Park, FL 32789
Contact: Randy Knight, City Manager
Mobile Phone: (407) 579-1040
Office Phone: (407) 599-3236
Email: RKnight@cityofwinterpark.org

Wastewater Treatment
Appropriations Request - $750,000
City of Archer
On behalf of the City of Archer, Peebles & Smith advocated for state appropriation of $750,000 for their wastewater collection and treatment facility.
Address: 16870 SW 134th Ave., City of Archer, FL 32618
Contact: Doug Jones, City Commissioner
Mobile Phone: (352) 225-6883
Office Phone: (352) 495-2880
Email: doug@commissionerjones.org

Lake ToHo Restoration
Appropriations Request - $1,000,000
City of Kissimmee
On behalf of the City of Kissimmee, Peebles & Smith advocated for state appropriation of $1,000,000 for the restoration of Lake Tohopekaliga.
Address: 101 N. Church Street, 2nd Floor, Kissimmee, FL 34741
Contact: Don Smallwood, City Attorney
Mobile Phone: (321) 624-6105
Office Phone: (407) 518-2310
Email: dsmallwood@kissimmee.org

EXHIBIT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for _____ RFQ 16-001_____.

2. This sworn statement is submitted by (entity) Peebles & Smith, LLC whose business address is 301 S. Bronough, Tallahassee, FL, 32301 and (if applicable) Federal Employer Identification Number (FEIN) is 46-4180099 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is John Wayne Smith and my relationship to the entity named above is Principal.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another

person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

Signature Date: 1/27/16

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of January, 201 6, and is personally known to me, or has provided _____ as identification.

AMY HARLLEE
MY COMMISSION # EE 842964
EXPIRES: October 11, 2016
Bonded Thru Notary Public Underwriters

Notary Public
My Commission expires:

EXHIBIT "C"

CITY of Palatka FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendre to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Peebles & Smith, LLC

CITY: Tallahassee STATE: FL ZIP CODE: 32301

TELEPHONE NUMBER(S): (850) 681-7383

SIGNATURE: John W. Smith

NAME (TYPED OR PRINTED): John Wayne Smith TITLE: Principal

Principal

EXHIBIT "D"

CITY of Palatka FLORIDA

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: RFQ 16-001

Project Description: Lobbying Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Peebles & Smith, LLC

Authorized Signature: John W. Smith

Title: Principal

Date: January 27, 2016

EXHIBIT "E-1"

CITY of Palatka FLORIDA

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualification (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
____	_____
____	_____

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this qualification is made without prior understanding, agreement,

connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Peebles & Smith, LLC
Name of Business

Signature Date: 1/26/16

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 27 day of January, 201 6, and is personally known to me, or has provided _____ as identification.

Amy Harllee
Notary Public

My Commission expires:

AMY HARLLEE
MY COMMISSION # EE 842964
EXPIRES: October 11, 2016
Bonded Thru Notary Public Underwriters

EXHIBIT "E-2"

CITY of Palatka FLORIDA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: Peebles & Smith, LLC

Authorized Signature: John W. Smith

Printed Name & Title: John Wayne Smith, Principal

Date: January 27, 2016

PITTMAN
Law Group

CITY OF PALATKA

RESPONSE TO REQUEST FOR QUALIFICATIONS FOR LOBBYING SERVICES RFQ 16-001

TALLAHASSEE

WILHELMINA SQUARE
1028 EAST PARK AVENUE
TALLAHASSEE, FL 32301
850.216.1002/PH
850.224.7477/FAX

RIVIERA BEACH

2655 N. OCEAN DRIVE
SUITE 330
SINGER ISLAND, FL 33404
561.845.7453/ PH

MIAMI

1501 BISCAYNE BOULEVARD
SUITE 107
MIAMI, FL 33132
305.631.2115/PH

PITTMAN LAW GROUP, P.L.
ATTORNEYS AT LAW

January 27, 2016

Terry Suggs, City Manager
City of Palatka
201 North Second Street
Palatka, Florida 32177

RE: RFQ 16-001

City Manager Suggs,

Enclosed please find the Response to the Request for Qualifications for Lobbying Services, submitted on behalf of Pittman Law Group, P.L. Founded in 2001, Pittman Law Group, P.L. (PLG) has fifteen years of experience providing legal and lobbying services to clients throughout the State of Florida. Principal Lobbyist and Managing Partner Sean Pittman leads a team of professionals who help navigate our corporate and government clients through Florida's complex political and legislative landscape.

We help our clients achieve their objectives by acquiring scarce resources and shaping complex legislation. Due to our experience, knowledge, and innovative strategies we are more than capable of providing the City of Palatka assistance with General Legislation, Budget Appropriations, Infrastructure Initiatives, and Economic Development. Our firm welcomes the opportunity to enhance your presence in Tallahassee and secure your success with the Florida policymaking process.

Included in this proposal are specific examples of our success in directing legislative efforts. Specifically, we have outlined our ability to present policy recommendations to agencies and elected officials, monitor legislation and policy, secure public sector funding, and maximize outcomes related to the City of Palatka's Community Development & Sustainability Priorities.

We hope that you find our team to be the perfect fit to advance your issues and achieve your legislative priorities. Thank you for your consideration. If you have any questions, do not hesitate to e-mail sean@pittman-law.com or call (850) 216-1002.

With warm regards,

Sean Pittman

REPLY TO:
☐ Wilhelmina Square - 1028 East Park Avenue • Tallahassee, Florida 32301 • 850.216.1002 ph • 850.224.7477 fax
☐ 2655 North Ocean Drive, Suite 130 • Riviera Beach, Florida 33404 • 561.845.7453 ph • 850.224.7477 fax
☐ 1501 Biscayne Boulevard, Suite107 • Miami, Florida 33132 • 305.631.2115 ph • 850.224.7477 fax

EXHIBIT "A"

CITY of Palatka FLORIDA

CONTACT SHEET

CITY OF PALATKA, FL

****

Name: Sean Pittman

Federal Taxpayer ID: 65 - 1056760

Mailing Address: 1028 East Park Avenue

City, State, & Zip Code: Tallahassee, Fl 32301

Telephone: (850) 216 - 1002 **Fax:** (850) 224 - 7477

Email: sean@pittman-law.com

Submitted By: Sean Pittman

Title: Chief Executive Officer and Attorney

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:

Name: Dana Dudley **Title:** Executive Director

Email Address: dana@pittman-law.com **Phone:** (850) 216 - 1002

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

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A

QUALIFICATIONS AND EXPERIENCE

COMPETENCE

Founded in 2001, Pittman Law Group, P.L. (PLG) has fifteen years of experience providing legal and lobbying services to clients throughout the State of Florida. Principal Lobbyist and Managing Partner Sean Pittman leads a team of professionals who help navigate corporate and government clients through Florida's complex political and legislative landscape.

Advocating on behalf of both the legislative and legal interests of our clients, we have become one of the most influential government relations firms in the State of Florida. PLG boast a team of adroit legal minds that provide strategic counsel to our clients. Florida Trend Magazine named Sean Pittman an important person to know in the Capital City of Florida and "One to look for" in the new wave of politics in Florida. Our professionals endeavor daily to provide complex, multifaceted, and thorough client representation.

Further, our footprint can be seen throughout the state with offices in Tallahassee, Miami, and Palm Beach. These strategic locations provide an "insider's perspective" on local and regional political nuances, enhancing our ability to effectively communicate the same to a diverse legislative body.

Our presence in Tallahassee allows for strategic monitoring of governmental activities and direct access to state legislators, agency officials and their staff. One of our greatest assets are our friends and neighbors who work within the halls of state government and shape the legislative process.

It is a cornerstone of our corporate culture to become an integral part of our client's team. We position ourselves to effectuate state ad hoc committees and task forces for aggressive representation on your behalf. Further, our offices throughout the state allow us to respond timely to the ongoing issues of our local clients.

Pittman Law Group, P.L. provides local, state, and federal representation to some of Florida's largest counties and corporate interests. Our diverse client list spans across both public and private entities. Currently our client list includes but is not limited to Broward County, Miami-Dade County, the City of Port Orange, the City of Riviera Beach, the City of Tallahassee, Palm Beach County, Village of Royal Palm Beach, the City of Gretna, Florida State University Student Government Association, Gadsden County Sheriff's Office, Central Florida Regional Transportation Authority (LYNX), Florida Health Care Association, Florida Crystals, Hospital Corporation of America, Wal-Mart Stores, Inc., Associated Industries of Florida, Genting of Americas, Waste Management, Inc., AT&T, Republic Parking, Altria Client Services, Investment Corporation of Palm Beach, Fan Duel, Inc., Draft Kings, Inc., and Uber Technologies, Inc. Two of our clients utilize our federal lobbying services in Washington, D.C.

With fifteen years of work on behalf of our local government clients, we have gained invaluable experience in important county and municipal issues. These issues include but are not limited to:

- Appropriations Requests
- Beach Renourishment
- Communications Services Tax
- Economic Development
- Education
- Ethics and Elections
- Growth Management
- Home Rule Authority
- Housing and Urban Development
- Infrastructure Improvement Projects
- Public Utilities
- Red Light Cameras
- Regional Planning
- Seaport and Airports
- The Florida Retirement System/ Pensions
- Transportation Funding
- Unfunded Mandates
- Wastewater and Stormwater Improvement Projects
- Water and Environmental Projects

STRATEGIC RELATIONSHIPS

In the era of term limits, our firm understands the importance of developing and cultivating relationships with members on both sides of the aisle. Our long-standing relationships with key members has significantly enhanced our success in the legislative process.

As a member of the legislative team for the largest counties in the State, we have established positive working relationships with current and future leaders in the executive and legislative branch. The key to our success within the legislative process has been our aggressive advocacy coupled with strategic relationships. Each year, we have been able to influence the Legislature in favor of our local government clients.

ABILITY TO DESIGN AN APPROACH AND WORK PLAN

The Pittman Law Group team can provide strategic and innovative advantages to the City of Palatka. Our team represents over three decades of nuanced expertise on the local and state levels. Our team has extensive experience in the City of Palatka Community Development & Sustainability Priorities. Specifically we have represented the following clients on similar issues:

- Waste Water Treatment Plant Upgrades
    - Broward County
    - City of Port Orange
    - City of Riviera Beach
    - City of Tallahassee
    - Palm Beach County

- Infrastructure Upgrades and Expansion
    - Broward County
    - City of Port Orange
    - City of Riviera Beach
    - City of Tallahassee
    - Palm Beach County

- Affordable, Adequate, and Clean Housing
    - Broward County
    - City of Port Orange
    - City of Riviera Beach
    - Miami-Dade County
    - Palm Beach County

- Economic Development

    - Broward County
    - City of Gretna
    - City of Port Orange
    - City of Riviera Beach
    - City of Tallahassee
    - Miami-Dade County
    - Palm Beach County

Included in this proposal are further details regarding our experience with the City of Palatka's Development & Sustainability Priorities.

Upon our hiring, our team will work in conjunction with the local commission, local delegation, and other designees to prioritize the annual legislative package. This legislative package will outline projected goals for the recess, interim committee weeks, and legislative session. Finally, we will coordinate information with statewide members by meeting with leadership and key members of the Florida Legislature.

We understand that the Florida Legislative Session is a mere sixty days. Thus, in an effort to maximize outcomes, we strategize with our clients year round creating legislative priorities, identifying key stakeholders, and drafting legislation. Early implementation of strategies coupled with our experience is the cornerstone of our success, particularly in the legislative and appropriations process.

We use a forward thinking approach to strategizing, lobbying, and consulting. Specifically our team offers:

- Executive and Legislative access based on years of cultivated contacts;
- an ongoing presence at both the local and statewide level;
- timely updates on relevant issues and potential impact;
- assistance throughout the budgetary process, advocating for full funding of the client's requests and initiatives;
- detailed weekly and end of session reports outlining the client priorities and a substantive overview; and
- knowledgeable service-oriented staff, innovative technology, and facilities usage.

We are proactive and not reactionary in our approach to every issue, amendment, bill and budgetary request. Further, we understand that the legislative process is not one that begins and ends in the sixty day Legislative Session, but rather a year-round process that requires constant vigilance, commitment, and dedication. We do not estimate hours of availability for our clients. We are always on call to service the needs of our clients. We welcome any questions or comments, and guarantee a prompt response.

MINORITY BUSINESS CERTIFICATIONS

In a world where diversity is important, Pittman Law Group has been able to satisfy the government interest of balance and inclusion at the federal and municipal level. Additionally, our status as a DBE goes a long way in assisting our understanding of urban areas and the minorities that represent a significant percentage of the population in Florida.

Included in this proposal are specific examples of our success in directing legislative efforts. Specifically, we have outlined our ability to present policy recommendations to agencies and elected officials, monitor legislation and policy, secure public sector funding, and maximize the benefit of local government legislation.

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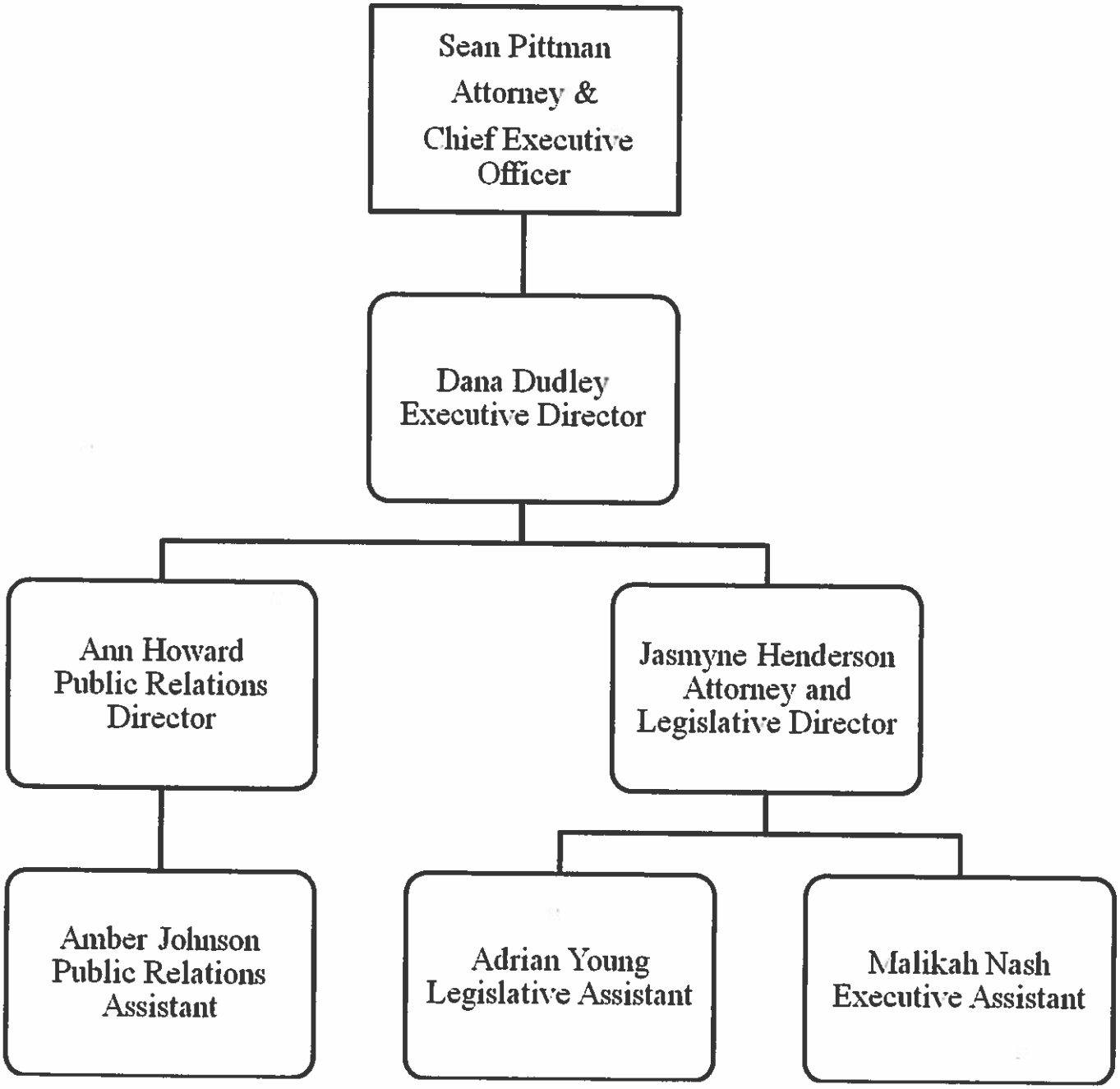
FIRM PROFILE



SEAN PITTMAN is one of the most exceptional legal minds working within the environs of the State Capitol and throughout the State of Florida today. Noted as one of the Top Twenty-Five Most Influential People in Tallahassee by the Tallahassee Democrat, Sean is known to be one of the most thoughtful political analysts who possess "a valuable ability to cut through the muddle and articulate what's really in play." Florida Trend Magazine has labeled Sean Pittman the "One To Look For" in politics in Florida.

Sean's journey into the realms of law and politics began as a student at the Florida State University. While at FSU, Sean's leadership qualities led him to become the Student Body President and two-time Chairman of the Florida Student Association Board of Directors. Florida State University honored Sean Pittman with their coveted Circle of Gold award and membership, until then only awarded to 201 individuals in the school's history.

In 2001, Sean founded the Pittman Law Group, P.L., a corporate law and governmental consulting firm with offices in Tallahassee, Miami, and Palm Beach, Florida. The Pittman Law Group advocates on behalf of numerous clients, including Broward County, Miami-Dade County, the City of Port Orange, the City of Riviera Beach, the City of Tallahassee, Palm Beach County, Village of Royal Palm Beach, the City of Gretna, Florida State University Student Government Association, Gadsden County Sheriff's Office, Central Florida Regional Transportation Authority (LYNX), Florida Health Care Association, Florida Crystals, Hospital Corporation of America, Wal-Mart Stores, Inc., Associated Industries of Florida, Genting of Americas, Waste Management, Inc., AT&T, Republic Parking, Altria Client Services, Investment Corporation of Palm Beach, Fan Duel, Inc., Draft Kings, Inc., and Uber Technologies, Inc.

Attorney Pittman was featured in the Tallahassee Democrat article, "Capitol Clout", as a significant political insider alongside former House Speaker John Thrasher and former Republican Party Chair Al Cardenas. In December 2006, he was named Governor-Elect Charlie Crist's Transition Team. Sean's expertise with governmental affairs has afforded him the opportunity to serve as a Political Consultant to various state and local campaigns.

As a graduate of the FSU College of Law, Sean felt it important to provide opportunities for minority students. In December 2010, Sean contributed $100,000 to the Florida State University College of Law to fund the Sean Pittman Scholarship for minority students. The income from this endowment will be used to award at least one scholarship each year to a minority student who will assist the Florida Conference of Black State Legislators as a law clerk and a policy advisor. The gift of endowment was eligible for a 50 percent match from the State of Florida. The state match was added to the permanent endowment, creating a total endowment of $150,000.

In addition to his legal and lobbying efforts, Sean serves as a co-host for the exceedingly popular political talk show, *The Usual Suspects*, which is broadcast in 38 counties across North Florida and South Georgia. Sean has served as Chairman of the Children's Home Society of Florida,

Tallahassee Chamber of Commerce – Executive Board of Directors, Hancock Bank – Board of Directors, Founder and Chairman of the Big Bend Minority Chamber of Commerce.

In 2015, Sean was elected to serve as Vice President of the Orange Bowl Committee. Sean will serve as President and Chairman of the Board for 2018-2019. Sean is also the recipient of Leadership Florida's 2015 Distinguished Member Award, in recognition of his many talents and contributions to the State of Florida.

Local Government Project List:

- Broward County
- City of Gretna
- City of Orlando
- City of Port Orange
- City of Riviera Beach
- City of Tallahassee Government
- Gadsden County Sheriff's Office
- Miami-Dade County
- Palm Beach County
- Village of Royal Palm Beach

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JASMYNE N. HENDERSON uses her education in legal writing and research to support Pittman Law Group's Government Affairs team. Jasmyne brings to the Government Affairs team not only her legal education but also her experience in public administration and community sciences.

As a key member of Pittman Law Group's legislative team, Jasmyne assists in the development and advocacy of all legislative initiatives. Jasmyne directs the legislative initiatives of Pittman Law Group's local government clients, including Broward County, Miami-Dade County, and Palm Beach County.

Jasmyne began her academic career in public administration at the University of Florida, earning a degree in Family, Youth, and Community Sciences. Jasmyne continued her education by earning a Master's degree from Florida Agricultural and Mechanical University (FAMU). While enrolled at FAMU, Jasmyne served as Marketing Intern with Andrews Plus Marketing where she learned Best Branding and Communication Practices while working with campaigns such as AFSCME Florida Council 79 and Florida Democratic Party 2010 Election Candidates.

Jasmyne leads the firm's substantive legislation efforts including amendment drafting and processing with a strong background in public administration, and a Juris Doctorate. Jasmyne is proficient in statutory interpretation. Jasmyne is well versed in public policy, and works within the firms administrative and rule making practices. She has strong relationships with staff and members, specifically malleable within the process.

Local Government Project List:

- Broward County
- City of Gretna
- City of Port Orange
- City of Riviera Beach
- City of Tallahassee
- Gadsden County Sheriff's Office
- Miami-Dade County Government
- Palm Beach County Government

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ANN V. HOWARD brings to the Pittman Law Group team her more than sixteen years of experience from being an award winning TV news reporter & anchor to managing messages involving high profile cases (Tiger Woods crash, Casey Anthony probation case and more) to managing a media & marketing firm.

After having many varied steps in her career, she's developed expertise for public relations, media management, training, crisis management, social media management and much more.

She moved to Tallahassee for a job with WCTV (a CBS affiliate) as a news reporter and anchor. After that she worked for the Leon County School system, the state of Florida, then owned her own firm before joining Pittman Law Group.

Ann's experience includes:

- Crisis Management
- Media Management
- Media Training
- Branding
- Political Communications
- Candidate Campaigns
- Issue Advocacy
- Press Conference Management
- Speech Writing
- Message Development
- Social Media Development & Management
- Website Design & Development
- Collateral Design & Development

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PITTMAN LAW GROUP CLIENT LIST

Municipal & County Governments

Broward County Government
City of Gretna
City of Miami Gardens Government
City of Miami Government
City of Orlando Government
City of Port Orange Government
City of Riviera Beach Government
City of Tallahassee Government
Miami-Dade County Government
Palm Beach County
Village of Royal Palm Beach

Corporate

Altria Client Services, Inc.
Ampco Parking Services
Ashbritt Environmental
Brown & Williamson Tobacco
Connections Magazine
Draft Kings, Inc.
Equitas America, LLC
Fan Duel, Inc.
Florida Crystals, Inc.
Genting Highlands
Grain Communications Group, Inc.
Granger Development, Inc.
Harvey, Branker & Associates
Hospital Corporation of America
LLT Development, Inc.
MHM Services
MWH Global, Inc.
Miami Metro Media
Motorola, Inc.
Nationwide Parking Services
People Gas
Premier Construction
Republic Properties Corporation
Republic Parking
Reynolds, Smith and Hills
Richard S. Bernstein & Associates
Sandco Inc.
Select Management, Inc.
Sentry Security Systems, LLC
Tampa Electric
TECO Energy
Uber Technologies
Wal-Mart Stores, Inc.

Administrative

Bamberg Electric, Inc.
Mr. Fix It Construction
Paradym Engineering

Governmental Consulting

Apalachee Center, Inc.
Associated Industries of Florida
Ashbritt Environmental
Bail Commerce
Bayfront 2011 Development, LLC
Bellsouth/AT&T
Broward County Government
Brown & Williamson Tobacco
Central Florida Regional Transportation Authority (LYNX)
City of Gretna Government
City of Miami Gardens Government
City of Miami Government
City of Orlando Government
City of Port Orange Government
City of Riviera Beach
City of Riviera Beach Community Redevelopment Agency
City of Royal Palm Beach Government
City of Tallahassee Government
Danzy Surety Services, Inc.
Florida African American Heritage Preservation Network
Florida A&M University
Florida Arcade & Bingo Association, Inc.
Florida Association of Court Clerks & Comptrollers
Florida Crystals
Florida Health Care Association
Florida Hospital Association
Florida State University SGA
Florida Student Association
Floridians for an Affordable College Education
Gadsden County Sheriff's Office
Hospital Corporation of America
Las Vegas Sands Corporation
MBF Healthcare Partners
Miami-Dade County Government
Motorola, Inc.
MWH Global, Inc.
Nationwide Insurance
Nationwide Parking Services
Palm Beach County Government
Premier Construction
Ron Book & Associates, PA
South Florida Limousine Association
Select Management, Inc.
Tampa Electric
TECO Energy
United Bank of Switzerland
Waste Management, Inc.

ABILITY TO OBSERVE AND ADVISE WHETHER PLANS AND SPECIFICATIONS ARE BEING COMPLIED WITH

The most important strategy to legislative advocacy is to be one-step-ahead of the process. As such, our team continuously monitors and reports on issues of consequence to our clients. It is common for legislative or committee staff to initiate and shepherd issues. They are often the first to hear of breaking developments, and can help thwart complications before they occur. This encourages us to not only garner close-working relationships with elected officials but their staff as well.

To enhance our effectiveness, we rely on our legal training to draft reports, amendments, talking points, and legislation. As such, we are able to quickly identify fiscal and physical impact on our clients. Our team also utilizes the latest technology to track legislation and legislative key words. We are staffed to provide weekly and end of session legislative reports to our clients. For your review, we have included in this proposal a sample of and end of session report.

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PITTMAN
Law Group

CITY OF RIVIERA BEACH

2015 END OF SESSION REPORT

WILHELMINA SQUARE
1028 EAST PARK AVENUE
TALLAHASSEE, FL 32301
850.216.1002/PH
850.224.7477/FAX

INTRODUCTION

Each Legislative Session, our team endeavors to advocate zealously on behalf of our local government clients. We understand that our first priority is to maintain an equitable relationship, both financially and procedurally, between the state and local governments. Although this Legislative Session was burdened by divisive policy issues, our team is proud to have the opportunity to impact progressive legislation such SB 248 – Relating to Body Cameras, and to block potential violations to home rule authority such as HB 817- Relating to Transportation Network Companies and SB 934 – Relating to Public Works Projects. For your convenience, we have outlined the appropriations process, relevant enrolled legislation, as well as an overview of our legislative priorities.

BUDGET

Prior to its commencement, many observers anticipated that the most significant budget issue was going to be the implementation of Amendment One policies. During the 2014 election cycle, Florida's Water & Land Legacy proposed a Constitutional Amendment to provide 33% of the revenues from the Documentary Stamp Tax to environmental conservation issues. The amendment passed with over 76% of the voting populous approving the measure. Amendment One would provide $796.3 million toward conservation efforts for the first ten years and $19 billion over the next twenty years. These funds were to be used specifically for water and land conservation efforts and may not be comingled in the general revenue. Despite the potential positive impact of the amendment, two issues delayed implementation.

First, with 33% of the documentary stamp tax revenue dedicated towards conservation efforts, programs funded by documentary stamp tax revenue, such as affordable housing, were in jeopardy of elimination due to scarcity of funds. Second, much controversy surrounded interpretation of amendment language in regards to the allocation of funds to local government wastewater and storm water projects. To address the Affordable Housing issue, the Senate included in their Amendment One legislation, a provision that would maintain the current funding level to Affordable Housing. However, the Senate Government Operations Subcommittee Chair, Senator Alan Hays, openly opposed the allocation of Amendment One funds to local government projects, while the House Government Operations Appropriations Subcommittee collected water project applications. Both issues are scheduled to be addressed during Budget Conference.

Further questions regarding the budget arose when Governor Scott released his 2015 Budget Recommendations. The $77 billion proposal focused on four components of Governor Scott's "Keep Florida Working" initiative. The components include: $673 million in tax cuts; increasing per student K-12 funding; making Florida a global destination for jobs; and strengthening Florida's communities by enhancing workforce training, protecting environment, and keeping families and communities safe and healthy. The proposed tax cuts included a 3.6% reduction in the communication service tax. The Governor also proposed an elimination of taxes college students pay when purchasing textbooks. The remaining tax cuts are a proposed reduction to the business tax by raising the corporate income tax exemption from $50,000 to $75,000, and a permanent elimination of the taxes that manufacturers pay for their purchase of machinery and equipment. The Governor also proposed a $9.1 billion budget for the Department of Transportation's Work Program for the construction and maintenance of Florida's roads, bridges, seaports, and other public transportation systems. Specifically, the budget will fund $109.6 million in seaport infrastructure improvements, $242.6 million for repairs of bridges, and $3.6 billion to expand transportation

capacity.

The House took up many of the Governor's proposed tax cuts in their "No Tax is Safe" tax cut package. The proposal included a decrease to the State Communication Service tax rate by 3.6 percentage points and a tax exemption for textbooks. It also included a sales tax holiday for a three day "back to school" holiday for clothing, footwear, school supplies, and a one day tax free period on November 28, 2015 for items $1000 or less. The proposal also increased the homestead exemption for widows, widowers, blind or totally and permanently disabled persons. It also expands the partial homestead exemption available for military service members deployed overseas from $500 to $5000. The measure also included an exemption to aviation fuel tax for flight training through a school of aeronautics or college of aviation that is exempt for a 501(c)(3). The tax package was sent in messages to the Senate. The Senate referred the bill to the Senate Appropriations Committee. However, the Senate Appropriations Chairman, Senator Tom Lee, stated that the Senate would not decide on tax cuts until the LIP Funding issue was resolved.

Although the chambers differed on both the Tax and Amendment One issues, the biggest difference in between the House and Senate budget was the Senate's provision for LIP Funding and Medicaid Expansion. The Senate Appropriations Committee proposed a private alternative to Medicaid Expansion titled the Florida Health Insurance Affordability Exchange Program (FHIX). FHIX would create a state run private health insurance marketplace that would allow participants to gain health coverage by paying small monthly premiums and meeting a work requirement. This week the Senate Proposed SB 7044, a private alternative to Medicaid expansion. SB 7044 would be rolled out in three phases. Phase one would begin July 1st beginning with those that are newly eligible under the Medicaid program. Under phase two the enrollees under phase one and new applicants would transition into the fixed marketplace. In phase three the Florida Healthy Kids enrollees would be included in the fixed marketplace, allowing them to have consumer choices in the fixed marketplace. Administration of the program would be divided between The Department of Children Families, The Agency for Healthcare Administration, Florida Healthy Kids, and Florida Health Choices. The Department of Children and Families would continue to determine Medicaid eligibility. The Agency for Healthcare Administration would have overall responsibility for seeing federal approval and for implementing phase one. Florida Healthy Kids would oversee collecting premium from enrollees, conducting consumer services and for financial reporting of the program. Florida Health Choices would implement the program beginning with the start of the effective date of the act and moving through the different phases. There are also triggers in whether there are changes for qualification from the federal government.

When released, the Senate and House Budgets were approximately $4 billion apart, accounting for the Senate's proposal for LIP Funding and to draw down federal dollars to expand health care coverage. The House, straying from tradition, refused to follow the upper chamber's lead on Medicaid Expansion. Making clear their position, both Speaker Crisafuli and the House Appropriations Chairman, Representative Richard Corcoran, publicly reprimanded the Senate for their reckless spending and for taking money from the federal government for Medicaid expansion. The House adamantly opposed any legislation that would expand Medicaid.

With each chamber holding fast to their position, it became obvious that the chambers would not finish a budget before the end of the regular session. However, both houses were expected to complete a Regular Session, during which the chambers would finalize all policy matters. However, on April 28, 2015, the Florida House unilaterally declared sine die. Speaker Crisafuli announced that the House completed their business and would adjourn for the regular session. This effectively killed all of the legislation not enrolled or waiting in Senate messages. The move served as a political shockwave.

The relationship between the chambers became even more divisive when the Florida Senate sued that Florida House for violating the Florida constitution. The Senate Democrats argued that the Florida Constitution prohibits one chamber for adjourning for more than seventy-two hours without the consent of the other. Although the Supreme Court found that the Florida House violated the constitution, they found that the Senate failed to show how compelling the House to return would produce any beneficial result.

With the end of the Regular Session, the chambers are expected to return for a Special Session on June 01, 2015. Below please find an overview of relevant enrolled legislation as well as legislative priorities that died prior to the House's unexpected adjournment.

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SB 248 – Relating to Body Cameras

SB 248 establishes public records exemptions for footage caught on police body cameras. The exemptions include footage that is:

- Taken within the interior of a private residence;
- Taken within the interior of a facility that offers health care, mental care, or social services;
- Taken in a place that a reasonable person would expect to be private.

The legislation also establishes that a law enforcement agency must retain a body camera recording for at least 90 days. In addition, SB 248 mandates law enforcement release body camera footage to the person depicted, to a person who legally resides, dwells, or lodges in the home that the recording took place, and to a personal representative of the person depicted in the footage. However, that footage will be limited to the relevant portions of the request. In addition, the legislation allows for the release by court order. The court must consider whether:

- The disclosure is necessary to advance a compelling interest;
- The footage contains information that is exempt or confidential under the law;
- The person requesting disclosure is seeking to obtain evidence to determine legal issues in a case in which the person is party;
- Disclosure would reveal information regarding a person that is of a highly sensitive personal nature;
- Disclosure may harm the reputation or jeopardize the safety of a person depicted in the recording;
- Confidentiality is necessary to prevent a serious and imminent threat to the fair, impartial, and orderly administration of justice;
- The recording could be redacted to protect privacy interests; and
- There is good cause to disclose all portion of a recording.

These exemptions will apply retroactively and will automatically repeal the exemption on October 2, 2020, unless it is reviewed and saved from repeal through reenactment by the Legislature.

There was also similar legislation proposed regarding Body Cameras, by the Senate Criminal Justice Committee. The legislation establishes that a law enforcement officers to wear body cameras must:

- Establish general guidelines for the proper use, maintenance, and storage of body cameras and the data recorded by body cameras;
- Ensure that all personnel who wear, use, maintain, store, or release audio or video data recorded by body cameras are trained in the law enforcement agency's policies and procedures;
- Establish any limitations on law enforcement-related encounters and activities under which law enforcement officers are permitted to wear body cameras; and
- Perform a periodic review of agency body camera practices to ensure conformity with the agency's policies and procedures.

However, this legislation died prior to the House adjournment. Given the Senate's

overwhelming support of the body camera legislation, it is likely that the provision will be heard during the next session.

SB 172 – Relating to Local Government Pension Reform

Senator Brandes (R) proposed SB 172 to allow for cities to use additional insurance premium tax revenues to assist with pension accounts. The legislation sought to reform how police officer and firefighter pensions are calculated. In regards to insurance premium tax revenues, the base insurance premium tax revenues must be used to fund minimum benefits or other benefits beyond minimum benefits. Of the additional insurance premium tax revenues received, 50 percent must be used to fund minimum benefits and 50 percent must be placed in a defined contribution plan to fund special benefits. The legislation increases the minimum benefit accrual rate from 2.0 percent to 2.75 percent. The minimum accrual rate can go to less than 2.75 percent if the legislation complies with the minimum benefits and minimum standards by provides a benefit accrual rate of less than 2.75 percent.

SB 228 – Relating to Online Voter Application

The legislation creates provisions for an online voter registration system. Beginning on October 1, 2017, an applicant may submit an online voter registration application by a system established by the Division of Elections. Before the Division of Elections releases the system, they must establish a comprehensive risk assessment to ensure that the private information of the applicants was secure. The legislation also establishes that a legal distinction may not be made between online voter registration in person, by mail, or other methods.

Although the legislation passed overwhelmingly in both houses, the Governor may oppose the legislation. Throughout debate in committees, the Secretary of State Ken Detzner consistently advocated against the legislation. The Secretary expressed reticence based on the legislation's potential security concerns and implementation immediately following the 2016 Presidential Election.

HB 21 – Relating to Substance Abuse Services

The legislation would allow the Department of Children and Families (DCF) to create a credentialing entity for the voluntary certification of recovery residences. The credentialing entity would be a nonprofit organization that develops and administers professional, facility, or organization certification programs according to applicable nationally recognized certification or psychometric standards. The bill also clarified that the legislature has a legitimate state interest in protecting persons suffering from addiction. The legislation defined the intent of the Legislature to protect persons who reside in a recovery residence. DCF has to choose a nonprofit to certify these recovery residences by December 01, 2015 to perform the following tasks:

- Establish recovery residence certification requirements;
- Establish procedures to administer the application, certification, recertification, and disciplinary processes;
- Monitor and inspect a recovery residence and its staff to ensure compliance with certification requirements;
- Interview and evaluate residents, employees, and volunteer staff on their knowledge and application of certification requirements;
- Provide training for owners, managers, and staff;
- Develop a code of ethics; and

- Establish application, inspection, and annual certification renewal fees.

A certified recovery residence administrator must actively manage a certified recovery residence. The credentialing entity shall conduct an onsite inspection of the recovery residence. All owners, directors, and chief financial officers of an applicant recovery residence are subject to level 2 background screening including fingerprinting for statewide criminal history records checks through FDLE, and national criminal history checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. A recovery residence certification may be denied if any owner, director, or chief financial officer has been found guilty of (or) has entered a plea of guilty or nolo contendere to of any offense listed in Florida Statute 435.04, including murder, batter, kidnapping, etc. The statute also prohibits a person from advertising a certified recovery residence unless such recovery residence has first secured a certificate of compliance in accordance with the law. A person who does advertise a non-certified recovery residence is subject to misdemeanor of the first degree.

The legislation also requires that a recovery residence administrator voluntarily earn and maintain certification from a credentialing entity approved by the Department of Children and Families. A certified recovery residence administrator may actively manage no more than three recovery residences at any given time.

The legislation also prohibits any public agency, a provide for profit, or not for profit agency, a private practitioner, or a hospital licensed under the chapter to refer a current or discharged patient to a recovery residence, unless the recovery residence holds a valid certificate of compliance as provided under Section 397.487. A certified recovery residence administrator must also actively manage the recovery residence, or the recovery residence must be owned and operated by a licensed service providers or a licensed service provider's wholly owned subsidiary.

SB 290 – Relating to Carrying a Concealed Weapon or a Concealed Firearm

Currently, Florida law prohibits persons who are not licensed from carrying a concealed weapon or firearm. SB 290 creates an exception to that legislation by allowing persons not licensed to carry a firearm to carry a concealed weapon while in the act of evacuating during a mandatory evacuation order issued during a state of emergency declared by the Governor, or declared by a local authority. The legislator defined "in the act of evacuating" as the immediate and urgent movement of a person away from the evacuation zone within 48 hours after a mandatory evacuation is ordered. The 48 hours may be extended by the Governor.

SB 778 – Relating to Local Government Construction Preferences

SB 778 states that for a invitation to bid, a request for proposals, or an invitation to negotiation competitive solicitation for construction for services, that is funded more than 50% from state appropriated funds may not provide local preference. The provision applies to a state college, county, municipality, school district, or other political subdivision of the state. The legislation specifically outlines that an entity may not use a local ordinance or regulation that provides for a preference based on the contractors maintaining a local office, hiring employees within a particular jurisdiction, or contractor's prior payment of local taxes.

HB 209 – Relating to Emergency Fire Rescue Services & Facilities Surtax

HB 209 deletes the provision that requires a county to prepare an interlocal agreement before voting on a referendum to levy an Emergency Fire Rescue and Facilities Surtax. The Department of

Revenue will distribute the proceeds of the local surtax to each local government entity that provides emergency fire rescue services in the county. Each county will receive a distribution based on the county's average annual expenditures for fire control and emergency fire rescue services.

If one county denies the share of the surtax revenue, the Department of Revenue will reallocate the revenue proportionally to the other counties based on annual expenditures.

HB 105 – Relating to Publicly Funded Retirement Programs

HB 105 provides that the Marvin B. Clayton Firefighters Pension Trust Fund Act provides fire protection services to a municipal services taxing unit under an interlocal agreement is eligible to receive property insurance premium taxes. The legislation also authorizes a county to enact an ordinance levying a tax on behalf of the municipal services taxing unit receiving fire services

SB 264 – Relating to Traffic Agencies

The legislation states that a traffic enforcement agency must establish a traffic citation quota. The legislation also states that if the total revenue from traffic citation that a county or municipality receives in a fiscal year exceeds 33 percent of the total expenses that the county or municipality incurs to operate a law enforcement agency in the same fiscal year, the county or municipality shall submit a report to the Legislative Auditing Committee detailing its total revenue from traffic citations and its total expenses for law enforcement within six months after the end of the fiscal year.

SB 94 – Relating to Closing the Gap Grant Program

The legislation amends statute to include sickle cell disease as a list of the priorities for the Close the Gap Grant Program. The Closing the Gap Grant Program was created in 2000 to reduce racial and ethnic health disparities. Grants are allocated based on applications that are submitted once a year. Applications must address the health priorities identified in statute 381.7355, including infant mortality rates, morbidity and mortality rates relating to cancer, HIV/AIDS, cardiovascular disease, diabetes, and sickle cell. The application must also address immunization rates in racial and ethnic population, and decreasing racial and ethnic disparities in oral health care.

HB 133 – Relating to Sexual Offenses

The legislation changed the time period applicable to sexual offenses. The legislation first deletes the provision that requires that an offense be reported within 72 hours after the commission of the offense. Instead, if the offense is a first or second-degree felony, if the victim is 16 years of age or older at the time of the offense, the prosecution must be commenced within eight years after the violation. The legislation also removes the discretion of the court to punish a minor who is violates the sexting statute.

Now, the minor must sign and accept a citation indicating a promise to appear before the juvenile court. In lieu of appearing in court, the minor may complete right hours of community service work, pay a $60 civil penalty, or participate in a cyber safety program if such a program is locally available. The minor must satisfy any penalty within 30 days after receipt of the citation.

HB – 817 Relating to Transportation Network Companies

HB 817 – Relating to Transportation Network Companies would create statutory language regulating Transportation Network Companies (TNC). The language would establish that a TNC is not a common carrier and does not provide taxi or for hire vehicle service. The language would also preempt any regulation of TNCs on the local level. Our team identified three issues to rally opposition to the measure, including the violation of home rule authority, lack of background screenings, and the lack of disparity between TNC and Taxicab regulations. At each committee stop, we met with House members regarding our concerns.

Despite our opposition, the legislation succeeded to the House floor. During Session, we met with several House members regarding amendments that would make the legislation unfavorable for the House sponsor, Representative Gaetz. On April 22, we were able work with House members to support the passage of an amendment that required Level 2 Background Screenings for each TNC driver. The amendment narrowly passed. In response, Representative Gaetz attempted gain enough votes to remove the amendment on third reading. Unable to garner adequate votes, Representative Gaetz temporarily postponed the bill three times. The legislation died on third reading. While the House version of the legislation made it to the House floor, the Senate version was never heard in committee.

In addition to the preemption language in HB 817, on April 15, Representative Gaetz proposed an amendment to HB 7075 – Relating to Transportation, that would prohibit the Department of Transportation from funding any improvement projects in counties or municipalities that implemented TNC Regulations. During session, our office spoke with House Democratic Leader, Representative Mark Pafford. We explained to him that we opposed the amendment because it essentially penalized local governments that implemented TNC regulations. Representative Pafford indicated that the Democratic Caucus would take a stance against the amendment. However, Rep. Gaetz withdrew the amendment prior to introduction.

SB 934 – Relating to Public Works Projects

On March 23, SB 934 – Relating to Public Works Projects was heard in the Senate Community Affairs Committee. SB 934 prohibits state and political subdivisions that contract for construction, from imposing certain conditions on contractors, subcontractors, or material suppliers or carriers. Specifically, SB 934, would prohibit the state or any political subdivision from requiring a contractor, subcontractor, or material supplier or carrier engaged in the construction, maintenance, repair, or improvement of public works to:

- Pay employees a pre-determined amount of wages or wage rate;
- Provide employees a specified type, amount, or rate of employee benefits;
- Control or limit staffing;
- Recruit, train, or hire employees from a designation or single source;
- Designate any particular assignment of work for employees;
- Participate in proprietary training programs unless such training is a condition or a product warranty or guarantee; or
- Enter into any type of project labor agreement.

Prior to committee, we met with Senator Thompson regarding the negative outcomes of this legislation. During debate, Senator Thompson, Abruzzo, and Diaz de la Portilla advocated against the legislation. Specifically, the Senators were concerned that the legislation would have a detrimental effect to minority business, small business, and subsets that are given occupational opportunities because of the current participation requirements.

Senator Diaz de la Portilla was also concerned that the legislation would result in less Floridians getting the jobs, due to the legislation's conflict with Florida law that provides preference for employment of state residents in construction projects. The legislation was ultimately voted down with 1 Yea and 6 Nays. However, bill sponsor, Senator Brandes, moved for a motion to reconsider. The motion was granted and Senator Brandes temporarily postponed the reconsideration. However, the motion to reconsider was abandoned during the following committee and the legislation was laid on the table.

SB 894 – Relating to Absentee Voting

On March 31, 2015, SB 894 – Relating to Absentee Voting was heard in the Senate Ethics and Elections Committee. In anticipation of the committee, we met with Senator Thompson regarding the legislation. Senator Thompson indicated that she expected some opposition to the legislation from the United States Post Office. She indicated that the post office was concerned that if they changed the ballot to "vote by mail" that mail carriers would be confused and fail to treat the mail as elections mail. We informed Senator Thompson that we would have the Leon County Supervisor of Elections testify before the committee to address any concerns.

After speaking with the Florida State Association of Supervisor of Elections (FSASE), the Leon County SOE representative learned that the Association had an issue with the legislation and would not be able to testify in support of the legislation. During committee, FSASE spoke regarding the legislation. The organization representative indicated the concern of the United States Post Office, that if mail left the State it would have to be labeled "absentee ballot" for proper recognition and handling. During close, Senator Thompson read a post office regulation that specified that election mail should be titled absentee ballot, or include similar language required by state law. Senator Thompson informed the committee that by her interpretation, the regulation permitted the change of "absentee ballot" to "vote by mail". She also stated that the change in title would bring uniformity to what the voter is already doing. The legislation passed favorably with 9 Yeas and 0 Nays.

The legislation was heard in the Appropriations Subcommittee on Transportation, Tourism, and Economic Development. During the committee, mail carriers throughout the State came to speak in support of the legislation. While it passed unanimously, the legislation was never placed on the agenda in the final committee. The legislation was stalled by the lack of movement in the House. Due to this concern, we met with the House Government Operations Staff Director. Our team was informed that due to the huge election reform measures taken up last year, the House was only taking up glitch election reform.

SB 286 – Relating to Classified Advertisement Websites

Upon assignment to the Safe Havens measure, we met with the sponsors, Senator Diaz de la Portilla and Representative Barbara Watson regarding the legislation. We were informed that although the legislation was moving through the Senate, Representative Bileca was concerned about the passage of the legislation without a republican co-sponsor in the House. We met with

Representative Fresen regarding becoming a potential co-sponsor. He informed us that he was unable to sponsor the legislation but would find alternatives on our behalf. Although we sought Republican co-sponsors, we were unable to find one willing to sponsor the legislation later in the process.

We also attempted to push the legislation by setting meetings for Commissioner Sally Heyman with Senator Anitere Flores, Senator Jeremy Rings, Representative Michael Bileca, and Representative Janet Nunez. Commissioner Heyman was critical to the advancement of the effort in the Senate. We appreciate her efforts to advance the legislation.

Entertainment Incentives

On April 21, 2015, the Senate Appropriations Committee passed a committee substitute to SB 1214 – Relating to Economic Development. The committee substitute provided language for a number of incentive programs that were in jeopardy of expiring, including Senator Detert's proposed alternative to the Entertainment Industry Incentives Program. As written, SB 1214 transfers Department of Economic Opportunity's Office of Film and Entertainment to Enterprise Florida, Inc (EFI). The EFI office is named the Division of Film and Entertainment, and will serve as a liaison between the entertainment industry and other state and local governmental agencies, local film commission, and labor organizations.

The legislation also transfers the Florida Film and Entertainment Advisory Council to EFI. The council's membership is reduced from seventeen to eleven members, including five members appointed by the Governor, three appointed by the House Speaker, and three appointed by the Senate President. Applications for the incentive will be accepted twice a year, and heightened standard of review. The legislation also deleted the tax credit bonus for "underutilized regions" and amends the tax credit bonus for underutilized counties to require that seventy nine days of principal photography must occur in the county to receive the bonus.

SB 1214 includes language that approves four sports development project applications submitted by the DEO on January 23, 2015. Those facilities include the Jacksonville Jaguars, Miami Dolphins, Orlando City Lions and the Daytona 500 racetrack. Senator Latvala accredited the inclusion of this provision to the fact that the Legislature voted to approve the program in the 2014 session.

Unfortunately, SB 1214 was on the Senate Special Order Calendar for April 29, and died due to the House's unexpected adjournment.

SB 1058 – Relating to Canvassing Ballots

Our team worked with Senator Smith's office to ensure the passage of SB 1058 – Relating to Canvassing of Absentee Ballots. In the Senate Ethics and Elections Committee, Senator Smith proposed a late filed amendment that ensures that canvassing began after mandated equipment testing. The amendment was adopted with no questions or objections. During debate of the bill, the Florida Association of Supervisor of Elections supported the legislation due to the fact that it provides flexibility to each county to canvass absentee ballots in an efficient time. SB 1058 passed unanimously. The legislation also passed unanimously in the Community Affairs Committee.

Our team also met with the Committee Staff Director for Government Operations Subcommittee regarding the legislation. Our team was informed that due to the huge election reform

measures taken up last year, the House was only taking up glitch election reform. As such, without the House support the measure ultimately died.

HB 7003 – Relating to Water Resources

On March 05, the House of Representatives passed significant water conservation legislation this week. The legislation, written to address water conservation, is cited as one of the first steps to reform Florida's water conservation efforts. As the legislation has a significant impact, we have included a portion of the staff analysis for your review.

- Designating all first magnitude springs in the state and all second magnitude springs within state or federally owned lands as Priority Florida Springs (PFS).
- Requiring Water Management Districts (WMDs) to develop new or revise existing recovery or prevention strategies concurrently with the establishment or re-evaluation of Minimum Flows and Levels (MFLs) for all PFS.
- Requiring the Department of Environmental Protection (DEP) by December 1, 2018, to complete an assessment of water quality for each PFS for which an impairment determination has not been made, establish total maximum daily loads (TMDLs) for all PFS deemed to be impaired, and establish basin management action plans (BMAP) for impaired PFS.
- Requiring persons engaged in agriculture within the geographic area encompassed by a BMAP for a PFS to implement best management practices (BMP) or conduct water quality monitoring.
- Requiring DEP to form a working group responsible for scientific information on nutrients, a public education plan, and projects to reduce nutrient impacts in all springs areas where sewage treatment and disposal systems represent a source of excess nitrate or nitrite that must be controlled to meet TMDLs; and authorizing DEP to award funds for certain septic tank issues contingent on an appropriation.
- Requiring the DEP to establish an interagency agreement with the St. Johns River Water Management District (SJRWMD), the South Florida water Management District (SFWMD), the Southwest Florida Water Management District (SWFWMD), and the Department of Agriculture and Consumer Services (DACS) to develop and implement uniform water supply planning, consumptive water use permitting, and resource protection programs for the area encompassed by the Central Florida Water Initiative (CFWI).
- Requiring the WMDs to include in their 5-year water resource development work program an annual funding plan for each of the 5- years for water resource and water supply development projects contained in each approved regional water supply plan. Requiring RWSPs to be amended to include any water supply development and water resource development project identified in a recovery or prevention strategy and for the amended RWSP to be approved concurrently with the recovery or prevention strategy.
- Requiring the SFWMD to continue exercising the state's authority to allocate water and assign priorities among other water uses served by the Central and Southern Florida Project (Project) and to provide recommendations to the U.S. Army Corp of Engineers that are consistent with all SFWMD programs and plans when developing or implementing joint water control plans or regulation schedules required for the Project.

- Updating and restructuring the Northern Everglades and Estuaries Act to reflect and build upon DEP's completion of BMAPs for Lake Okeechobee, the Caloosahatchee Estuary, and the St. Lucie River and Estuary; DEP's continuing development of a BMAP for the inland portion of the Caloosahatchee River watershed; and DACS' implementation of BMPs in the three basins.
- Designating the Lake Okeechobee BMAP as the phosphorus control element of the Lake Okeechobee Watershed Protection Program, designating BMAPs adopted for the Caloosahatchee River and the St. Lucie River watersheds as the pollutant control programs for those watersheds, and requiring the BMAPs to contain an implementation schedule for pollutant load reductions consistent with adopted TMDLs.
- Directing the SFWMD to revise its Works of the District Rule to be consistent with the Lake Okeechobee BMAP and report to the coordinating agencies the results of water quality monitoring conducted by landowners outside of the Everglades Agricultural Area who do not choose to participate in the DACS' BMP program.
- Eliminating duplicative permits by relying on the BMAPs as the basis for water quality regulation in the Lake Okeechobee, the Caloosahatchee River, and the St. Lucie River watersheds.
- Authorizes DEP to adopt by rule a specific surface water classification for certain water bodies used as a source of drinking water.

It is also estimated that this legislation will have a fiscal impact on local government, as a result of the mandate to monitor nonpoint source dischargers required to monitor water quality and provide the results of such monitoring to the coordinating agencies. The amount of this expenditure is still unknown. The legislation was sent in messages to the Senate and passed on third reading.

Gaming

House Bill 1233 as originally written provided for the expansion of gaming in Florida. However, several legislators are staunchly opposed to expanding gaming without the input, or vote from the citizens of Florida. In response, Representative Young amended the legislation to remove the possibility of destination resorts, but maintained the possibility of pari-mutuel decoupling. HB 1233 passed the committee with several amendments. The amendments would allow slot machines to be added at greyhound tracks that have conducted 250 live performances over the past twenty five years, if the Seminole Gaming Compact is not extended. The amendments would also require Miami-Dade and Broward counties to conduct vote by local referendum or county commission vote whether legislators should authority destination resorts there. However, the vote would have no binding effect on the Florida legislature. Although the legislation passed through two committees, the final committee assignment was Appropriations and the House Appropriations Committee held its final meeting on April 07, 2015.

Enterprise Zones

The Florida Enterprise Zone Act was set to sunset on December 2015. In anticipation of the sunset date, the Office of Program Policy Analysis and Government Accountability conducted a study to determine the program's return on investment. The study of the zones determined that the program produced an overall - .04% return on investment. Further, the study showed that there was no strong evidence that residential property values increased more in Enterprise Zones than in non-

enterprise zone areas. Finally, only one in the five zones showed an increase in median family income, lower unemployment rate, and lower poverty rate.

The OPPAGA report, coupled with the findings that South Beach received a majority of the funds and companies like Universal Studios and Walgreens took advantage of the tax incentives, convinced many legislators that the program had run its course. In an effort to counter the negative studies, our team met with members and staff to highlight the benefit that enterprise zones have on communities with economic blight.

First, our team met with Teddi Creamer, Senior Staff Director to the House Economic Affairs Committee, and Pamela Duncan, Policy Chief to the House Economic Development & Tourism Subcommittee, regarding enterprise zones. The Policy Directors briefed us on Representative Oliva's concerns regarding the Enterprise Zone Act. Essentially, Representative Oliva is concerned with what he considers abuse of the enterprise zone program. Most disturbing is the fact that areas like South Beach and the area surrounding Universal Studios received a majority of the enterprise zone program funds. That issue is especially concerning given that the program was originally intended to assist local and small businesses.

We also met with Senator Deter, as she was one of the programs early detractors. Senator Detert expressed similar sentiments regarding the project. She stated the current form were not going to pass. Senator Detert proposed as an alternative, the Community Contribution Tax Credit. The proposal would provide tax credits to areas that have designated economic distress factors. We informed that if enterprise zones were not going to move, her legislation was a beneficial alternative.

Later, the House also proposed an alternative to the enterprise zone program. The Proposed Committee Bill changes the qualification process for enterprise zones. The legislation will also establish the local enterprise zone program and the enterprise zone certification program. A local government may adopt a resolution establishing a local enterprise zone program, which grants exemptions from specified local-taxes, fees, permits, and licenses for newly established or expanding businesses located within designated enterprise zone areas. A local enterprise zone program must exempt all newly established or expanding businesses from the following taxes and fees imposed by the local government for a minimum of 24 consecutive months:

- business taxes;
- impact fees;
- business, professional, and occupation regulatory fees;
- green utility fees;
- building permit fees
- special assessments, including, but not limited to, services association with beach re-nourishment and restoration, downtown redevelopment, solid waste disposal, fire and rescue services, fire protection, parking facilities, sever improvements, storm water management services, street improvements, and water and sewer line extensions;
- sign ordinance requirements, permits, and fees; and
- tree and landscape ordinance requirements, permits, and fees.

The governing body of a county or municipality or the governing bodies of a county and one or more municipalities together may submit an application to DEO for certification of an area as an enterprise zone. However, the legislation did not provide state funding for local governments that

chose to extend enterprise zones.
Our team continued to meet with Representatives regarding the legislation. However, neither of the enterprise zone measures or alternatives moved through the process.

Pittman Law Group is happy to have been able to represent you and your interests in the Florida Legislature this Session. Please do not hesitate to contact us if you have any questions or need additional information.

Upon reviewing this report we would like to schedule a post session meeting with your team. This will help us gauge our effectiveness as we begin to strategize and update next year's legislative agenda.

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DESCRIPTION OF GOVERNMENT PROJECTS

SUCCESSFUL LEGISLATIVE INITIATIVES

APPROPRIATIONS

During the 2015 Special Session, despite both the impasse on budgetary issues in the Legislature our team successfully obtained the following allocations:

- ***$1,000,000*** for the Honorably Discharged Veterans Assistance Project
- ***$750,000*** for the City of Port Orange White Acres Utility Project
- ***$500,000*** for the City of Riviera Beach Broadway Corridor/15th Street Infrastructure Beautification
- ***$500,000*** for AMI Kids Gadsden Program
- ***$495,000*** for the City of Tallahassee Regional Hazardous Material Response Team Equipment
- ***$409,620*** for the City of Tallahassee Lower Central Drainage Ditch Erosion Control Phase 1
- ***$150,000*** for the City of Tallahassee Urban League Taylor Museum Project
- ***$100,000*** for the City of Tallahassee Comprehension Emergency Services Center (Tallahassee Regional Service Area)

During the 2014 Regular Session, our team secured the following allocations in the final Legislative Budget:

- ***$10,000,000*** PECO dollars to complete construction for Florida A&M University's School of Pharmacy
- ***$10,000,000*** PECO dollars for Florida A&M University and Florida State University's School of Engineering
- ***$3,000,000*** for Broward County in recurring funding for Florida Network of Children's Advocacy Centers
- ***$2,500,000*** for Florida A&M University's STEM research extension
- ***$1,500,000*** for Florida A&M University's Crestview campus
- ***$1,000,000*** for Florida A&M University's distance learning program
- ***$1,000,000*** for Florida State University towards break pay for student veterans

- ***$700,000*** recurring dollars for Florida A&M University's faculty salary adjustments at the School of Pharmacy
- ***$650,000*** for the City of Port Orange Cambridge Canal Project
- ***$510,000*** for the City of Tallahassee's 4th Avenue drainage improvement project
- ***$500,000*** for Florida A&M University's School of Engineering Feasibility Study
- ***$475,000*** for the City of Tallahassee Little Theater renovations
- ***$435,000*** for the City of Tallahassee's Red Arrow Abatement Project
- ***$400,000*** for the John G. Riley House Museum
- ***$250,000*** for the City of North Miami for sewer improvement projects
- ***$250,000*** for the City of Tallahassee's Riley House Museum
- ***$250,000*** for the Village of Royal Palm Beach Storm Water Management Program
- ***$50,000*** for the City of Gretna to further Sandlot Park (FRDAP)

During the 2013 Regular Session, our team secured the following allocations in the final Legislative Budget:

- ***$2,000,000*** in supplemental student veteran funding for the Honorably Discharged Veteran Assistance Program
- ***$1,000,000*** in funding for the City of Riviera Beach for two separate water mitigation improvement projects
- ***$500,000*** in funding for the City of Port Orange to improve conveyance deficiency by widening and hardening the Cambridge Canal banks

During the 2012 Regular Session, our team secured the following allocations in the final Legislative Budget:

- ***$3,773,213*** for the Singer Island Shore Protection/Beach Restoration project
- ***$2,500,000*** in funding for the City of Port Orange to improve Hurricane evacuation routes and road restoration projects
- ***$1,000,000*** for Palm Beach County for the Glades Water Treatment improvements
- ***$500,000*** for the City of Riviera Beach in Economic Development Transportation Funds

During the 2011 Regular Session, our team secured the following allocations in the final Legislative Budget:

- ***$3,000,000*** for the City of Riviera Beach to alleviate public safety hazards regarding a major city thoroughfare
- ***$2,237,000*** for Broward County to successfully maintain the Title V: Air Quality Permitting Program
- ***$1,400,000*** for Palm Beach County to purchase and revitalization of the Glades Senior Center.

EDUCATION

- *Honorably Discharged Student Veterans Assistance Project*: On behalf of Florida State University, our team has secured $4,000,000 to assist honorably discharged student veterans, currently on the post 9/11 GI Bill. The program provides financial assistance to students who do not receive living expense funding during breaks in between semesters when the GI bill lapses.

- *Veteran's Tuition Waiver:* Successfully lobbied to pass legislation that waived 'out of state' tuition fees for honorably discharged veterans on behalf of Florida State University.

- *Bright Futures Reform:* We have been heavily involved in Bright Futures Reform, fighting for Public Education Capital Outlay (PECO) funds, and ensuring there are caps on university student fees.

- *Board of Governors*: Our team successfully passed the Joint Resolution to amend Article IX, Section 7 of the state constitution to revise the selection process for the student member of the Board of Governors of the State University System (SUS).

- In conjunction with other firms, our team helped to secure $15 million in Preeminence funding for Florida State University.

- *Florida Tax Credit Scholarship Program*: Our team increased the value of Florida Tax Credit Scholarship Program by allowing the program to receive financial support from major corporations and businesses.

- *Bright Futures Reform:* For two consecutive years, our team worked to minimize the impact of Bright Futures reform. Our team secured:

- One-time reinstatement of students who lose the scholarship during their first year
- Increased the annual maximum to five years
- Ensured that minimal changes occur to the Medallion Scholarship Award
- Ensured retention of community service requirement and use of Bright Future dunging for acceleration credits.

HEALTH & HUMAN SERVICES

- Our team has advocated on behalf of the interests Florida Hospital Association, Jackson Memorial Hospital, FHCA, and the Hospital Corporation of America (HCA) on a platform of healthcare issues.

- We have advocated for the passage of Low Income Pool (LIP) Funding on behalf of our local government and hospital clients. Many of the public hospitals rely on LIP Funding in order to provide services to low income families. Through a collective lobbying effort, the Legislature ultimately allocated $158,280,000 to LIP Funding.

- We have been at the forefront of efforts to bring about parity to long-term care regulations associated with nursing homes on behalf of Florida Health Care Association (FHCA). We have also spearheaded reform efforts to promote the modernization of nursing facilities on behalf of FHCA.

- Gatorcare was an attempt by the University of Florida to insure its own employees and their families. The plan would have taken at least 10,000 employees and valuable resources out of the state health insurance system. Our team advocated against Gatorcare and forced a reconsideration vote in the Senate. We were also instrumental in Governor Scott's veto of Gatorcare legislation.

- Our team helped advance legislation to allow HCA to continue operating trauma centers throughout the State, thereby improving local access to emergency care.

- We successfully defeated increased staffing requirements and severe budget cuts for nursing homes.

TRANSPORTATION

- *Ridesharing Services*: Successfully lobbied to defeat state preemption of local regulation of Uber and other ride sharing services.

- *Road Hazards*: Our team successfully secured $500,000 for major thoroughfare improvements for traffic near the Port of Palm Beach. This allocation would create major improvements to the City's transportation network for commercial and industrial business

activities.

- *Alligator Alley:* Successfully passed an amendment to legislation regarding Section 338.36 of Florida Statues. This amendment permits Broward County to construct a fire station at Mile Marker 63 of Alligator Alley, to be used by the county or another local governmental entity.

- *Public Safety Hazards:* Successfully secured $3 million for the City of Riviera Beach. This allocation helped the city to alleviate a public safety hazard that blocked a major road near Port of Palm Beach.

- *Dunlawton Avenue:* Successfully secured $1.25 million for Dunlawton Avenue road funding during a legislative year where funding for local road projects was not favorable. The following year, our team was able to secure an additional $2.5 million for Dunlawton Avenue construction to allow the City of Port Orange operable and dependable Hurricane evacuation routes.

- *Student Public Transit:* Instrumental in amending legislation to create an access fee for college and university students for public transportation.

- *Economic Stimulus:* Successfully directed stimulus dollars for transportation and infrastructure projects to the City of Riviera Beach.

- *Road and Stormwater Enhancement Project:* Secured $922,000 for transportation and stormwater drainage improvement projects for the Village of Royal Palm Beach.

- *South Florida Regional Transportation Authority (SFRTA):* Advocated to deter HB 1399 (a transportation bill) for Miami-Dade, Broward, and Palm Beach County. The bill would have weakened the tri-county's home rule powers and expanded the SFRTA governing board to eleven members, five of whom appointed by the Governor.

- *13th Street Improvements*: We secured $500,000 for traffic improvements at Port of Palm Beach, which resulted in major improvements to the commercial and industrial transportation network.

- *Economic Stimulus:* In 2009, our team represented the City of Riviera Beach in negotiations to ensure the city was included in discussions to secure funding for projects.

PUBLIC SAFETY

- Our team worked with the Florida Department of Transportation, House and Senate Leadership, and the Budget Appropriations Committee to secure $3 million for the City of Riviera Beach to alleviate a public safety hazard that blocked a major thoroughfare.

ECONOMIC DEVELOPMENT & TOURISM

- We successfully lobbied to pass legislation that would provide tax rebates for professional sports facilities.
- Our team successfully lobbied to defeat legislation that would prohibit the City of Tallahassee from assessing impact fees on transportation, unless authorized by majority vote of City Commission on behalf of the City of Tallahassee.
- Our team has been at the forefront of private efforts to reform and expand Gaming in Florida on behalf of the Genting of Americas and Resort World of Miami.

GROWTH MANAGEMENT

- Successfully drafted and passed legislation that would allow Broward County to implement an electronic permitting system.
- We have been heavily involved in publically owned utility legislation, right of way issues, and building code regulations. We have also worked to combat state preemption of local government construction regulation, contractor regulation, taxicab/limousine and towing preemption attempts.
- We have worked to represent clients on growth management issues. These issues include the Developments of Regional Impact Review process, impact fees, and transportation concurrency. We have also worked to develop resolutions to client issues pertaining to the Growth Management Glitch bill.

CRIMINAL & CIVIL JUSTICE

- *Red Light Cameras:* On behalf of the City of Tallahassee and Palm Beach County, our team successfully defeated efforts to repeal Red Light cameras.
- *Juvenile Assessment Center:* Our team successfully increased funding in the Leon County Juvenile Assessment Center (JAC) Program on behalf of the City of Tallahassee. We also secured funding for Department of Juvenile Justice (DJJ) diversion programs.
- *Tort Reform:* Our team successfully lobbied to bring about significant tort reform legislation on behalf of the Florida Health Care Association.
- *Bail Bonds:* PLG drafted an amendment to current law to conform paper reduction efforts by automating the bail bond industry on behalf of Bail Commerce.

HOUSING & URBAN DEVELOPMENT

- The passage of Constitutional Amendment One threatened to decrease funding for the Affordable Housing Programs, SHIP and SAIL. Our firm successfully lobbied to maintain funding for SHIP and SAIL.

- Our firm successfully lobbied the legislature to fund the State Housing Initiative Partnership (SHIP) and the State Apartment Incentive Loan program (SAIL). The legislature approved an overall $100.8 million for affordable housing of which SHIP will receive $30 million and $70.8 million for SAIL for Fiscal Year 2015-2016.

- Our team secured permanent funding and increased funding for statewide affordable housing assistance programs (e.g., CWHP) and other community development programs.

PUBLIC & FINANCE TAXATION

- *Property Tax Reform:* Our team monitors property tax reform on behalf of our local government clients.

- Our team worked with a Broward County constituency to avert a millage cap bill affecting county property taxes.

- *Senior Homestead Exemption:* We worked on a proposed constitutional amendment on behalf of Miami-Dade County. The amendment created an additional homestead exemption for seniors struggling to pay rising property tax bills.

PUBLIC WORKS & UTILITIES/TELECOMMUNICATIONS

- Our team successfully lobbied for the following:

    - Communications Service Tax (CST) reform;
    - E911 Public Records Exemption Bills;
    - Deregulation of public energy providers;
    - Prepaid Calling Taxation Bills; and
    - Renewable energy legislation.

SEAPORTS & AVIATION

- Our team defeated efforts by the Port of Palm Beach to remove taxing authority from the City of Riviera Beach.

- Our team has worked to secure increased funding for seaports as well as legislation to

connect Watson Island to the seaport in Miami Dade County.

ENVIRONMENT

- Our team was key in defeating legislation that would allow commercial fertilizers to follow Best Management Practices (BMP) instead of local government ordinances.
- We worked on legislation to alleviate the consequences of Ocean Outfall and EPA standards for the Federal Water Nutrient Requirements.
- House and Senate budget negotiations to fund Everglades Restoration at $30 million in the 2012-13 Fiscal Year budget, with an additional $23.5 million for invasive plant control, with matching dollars from the Florida Fish and Wildlife Conservation Commission.
- Successfully secured $3 million dollars to alleviate beach erosion in Riviera Beach.
- Successfully lobbied to increase funding of the Florida Forever trust fund.

INSURANCE

- Successfully protected the interest of the Associated Industries of Florida (AIF) related to insurance issues associated with their workmen's compensation, flood and hurricane priorities.
- Our team worked extensively on issues related to Personal Injury Protection and health insurance.
- Our team has worked on behalf of our local government clients on issues including property insurance, personal injury protection, and health insurance.

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EVIDENCE OF REQUIRED LICENSES

2016 Legislative Lobbyist Detail

Back to Search

Sean A. Pittman

Mailing Address:

1028 E Park Ave
Wilhelmina Square
Tallahassee, FL 32301

Phone Number:

(850) 216-1002

Principals:

Associated Industries of Florida (/LobbyistInformation/PrincipalDetail/1204?year=2016&Branch=L)

516 N Adams St
Tallahassee, FL 32301
Industry Code: 541820 Public Relations Agencies
Effective Date: 1/8/2016

AT&T (/LobbyistInformation/PrincipalDetail/1317?year=2016&Branch=L)

150 S Monroe St
Ste 400
Tallahassee, FL 32301

Industry Code: 517110 Wired Telecommunications Carriers
Effective Date: 1/8/2016

Bayfront 2011 Development, LLC (/LobbyistInformation/PrincipalDetail/1593?year=2016&Branch=L)

1 Herald Plaza
Miami, FL 33132
Industry Code: 721120 Casino Hotels
Effective Date: 1/8/2016

Broward County (/LobbyistInformation/PrincipalDetail/2016?year=2016&Branch=L)

115 S Andrews Ave
Ft Lauderdale, FL 33301
Industry Code: 921110 Executive Offices
Effective Date: 1/8/2016

Central Florida Regional Transportation Authority (LYNX) (/LobbyistInformation/PrincipalDetail/2512?year=2016&Branch=L)

455 W Garland Ave
Orlando, FL 32801
Industry Code: 485113 Bus and Other Motor Vehicle Transit Systems
Effective Date: 1/8/2016

City of Gretna (/LobbyistInformation/PrincipalDetail/2890?year=2016&Branch=L)

14615 Main St
Gretna, FL 32332
Industry Code: 921120 Legislative Bodies
Effective Date: 1/8/2016

City of Orlando (/LobbyistInformation/PrincipalDetail/2993?year=2016&Branch=L)

400 S Orange Ave
Orlando, FL 32801
Industry Code: 921110 Executive Offices
Effective Date: 1/8/2016

City of Port Orange (/LobbyistInformation/PrincipalDetail/3025?year=2016&Branch=L)

1000 City Center Cir
Port Orange, FL 32129
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/8/2016

City of Riviera Beach (/LobbyistInformation/PrincipalDetail/3030?year=2016&Branch=L)

600 W Blue Heron Blvd
Riviera Beach, FL 33404
Industry Code: 921110 Executive Offices
Effective Date: 1/8/2016

City of Tallahassee (/LobbyistInformation/PrincipalDetail/3060?year=2016&Branch=L)

300 S Adams St
Tallahassee, FL 32301
Industry Code: 921120 Legislative Bodies
Effective Date: 1/8/2016

DraftKings, Inc. (/LobbyistInformation/PrincipalDetail/16236?year=2016&Branch=L)

125 Summer St
Suite 510
Boston, MA 02110
Industry Code: 519130 Entertainment sites, Internet
Effective Date: 1/8/2016

FanDuel, Inc. (/LobbyistInformation/PrincipalDetail/16235?year=2016&Branch=L)

19 Union Sq W Fl 9
Ny, NY 10003-3304
Industry Code: 519130 Entertainment sites, Internet
Effective Date: 1/8/2016

Florida African American Heritage Preservation Network (/LobbyistInformation/PrincipalDetail/5228?year=2016&Branch=L)

419 E Jefferson St
Tallahassee, FL 32301
Industry Code: 712120 Historical Sites
Effective Date: 1/8/2016

Florida Crystals (/LobbyistInformation/PrincipalDetail/5820?year=2016&Branch=L)

PO Box 1059
West Palm Beach, FL 33480
Industry Code: 311312 Cane Sugar Refining
Effective Date: 1/8/2016

Florida Health Care Association (/LobbyistInformation/PrincipalDetail/5996?year=2016&Branch=L)

307 W Park Ave
Tallahassee, FL 32301
Industry Code: 813910 Business Associations
Effective Date: 1/8/2016

Florida Limousine Association (/LobbyistInformation/PrincipalDetail/15837?year=2016&Branch=L)

1990 NW Boca Raton Blvd
Boca Raton, FL 33432
Industry Code: 485320 Passenger limousine rental with driver (except shuttle service, taxi)
Effective Date: 1/8/2016 (Withdrawn on: 01/19/16)

Florida State University Student Government Association (/LobbyistInformation/PrincipalDetail/6611?year=2016&Branch=L)

A221C Oglesby Union
Tallahassee, FL 32301
Industry Code: 611310 Colleges, Universities, and Professional Schools
Effective Date: 1/8/2016

Gadsden County Sheriff's Office (/LobbyistInformation/PrincipalDetail/7003?year=2016&Branch=L)

339 E Jefferson St
Quincy, FL 32351
Industry Code: 922120 Police Protection
Effective Date: 1/8/2016

HCA Healthcare (/LobbyistInformation/PrincipalDetail/7625?year=2016&Branch=L)

101 N Monroe St
Ste 801
Tallahassee, FL 32301
Industry Code: 622110 General Medical and Surgical Hospitals
Effective Date: 1/8/2016

Investment Corporation of Palm Beach (/LobbyistInformation/PrincipalDetail/8412?year=2016&Branch=L)

1111 N Congress Ave
West Palm Beach, FL 33409
Industry Code: 711212 Greyhound dog racetracks
Effective Date: 1/8/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10026?year=2016&Branch=L)

Office of the Mayor
111 NW 1st St Ste 2910
Miami, FL 33128
Industry Code: 921140 Executive and Legislative Offices, Combined
Effective Date: 1/8/2016

Palm Beach County Government (/LobbyistInformation/PrincipalDetail/11146?year=2016&Branch=L)

301 N Olive Ave
Ste 1101.4
West Palm Beach, FL 33401
Industry Code: 921120 Legislative Bodies
Effective Date: 1/8/2016

Uber Technologies, Inc (/LobbyistInformation/PrincipalDetail/14478?year=2016&Branch=L)

1455 Market St
SF, CA 94103
Industry Code: 511210 Applications software, computer, packaged
Effective Date: 1/19/2016

Wal-Mart Stores, Inc (/LobbyistInformation/PrincipalDetail/15057?year=2016&Branch=L)

702 SW 8Th St Mw 215
Bentonville, AR 72716-0001
Industry Code: 452910 Superstores (i.e., food and general merchandise)
Effective Date: 1/8/2016

Waste Management, Inc. of Florida (/LobbyistInformation/PrincipalDetail/15099?year=2016&Branch=L)

2700 Wiles Rd
Pompano Beach, FL 33073
Industry Code: 562111 Solid Waste Collection
Effective Date: 1/8/2016

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Contact Us

Lobbyist Registration Office
111 West Madison Street Room G68
Tallahassee, Florida 32399
Phone: (850) 922-4990
FAX: (850) 921-5345
help@floridalobbyist.gov (mailto:help@floridalobbyist.gov)

Related Websites

- myfloridahouse.gov (http://www.myfloridahouse.gov/)
- flsenate.gov (http://www.flsenate.gov/)
- Commission on Ethics (http://www.ethics.state.fl.us/)
- Online Sunshine (http://www.leg.state.fl.us/)

- NAICS Codes (http://www.naics.com/search/)
- Public Service Commission Nominating Council (PSCNC) (http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=index.cfm&Directory=committees/joint/pscnc/&Tab=committees/)

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- FAQs for Lobbyists before The Florida Legislature (/LobbyistInformation/FAQsLegislative)
- FAQs for Lobbyists before Executive Branch Agencies (/LobbyistInformation/FAQsExecutive)
- Application User Guide (/reports/LRCR_User_Guide.pdf?cp=0.2373980008997023)

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2016 Legislative Lobbyist Detail

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Jasmyne Henderson

Mailing Address:

1028 E Park Ave
Tallahassee, FL 32301

Phone Number:

(850) 216-1002

Principals:

Broward County (/LobbyistInformation/PrincipalDetail/2016?year=2016&Branch=L)

115 S Andrews Ave
Suite 426
Fort Lauderdale, FL 33301
Industry Code: 921110 County supervisors' and executives' offices
Effective Date: 1/11/2016

City of Riviera Beach (/LobbyistInformation/PrincipalDetail/3030?year=2016&Branch=L)

600 W Blue Heron Blvd
West Palm Beach, FL 33404-4311
Industry Code: 921190 General public administration
Effective Date: 1/19/2016

Miami-Dade County (/LobbyistInformation/PrincipalDetail/10026?year=2016&Branch=L)

111 NW 1st St
Miami, FL 33128
Industry Code: 921190 General services departments, government
Effective Date: 1/11/2016

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Contact Us

Lobbyist Registration Office
111 West Madison Street Room G68
Tallahassee, Florida 32399
Phone: (850) 922-4990
FAX: (850) 921-5345
help@floridalobbyist.gov (mailto:help@floridalobbyist.gov)

Related Websites

- myfloridahouse.gov (http://www.myfloridahouse.gov/)
- flsenate.gov (http://www.flsenate.gov/)
- Commission on Ethics (http://www.ethics.state.fl.us/)
- Online Sunshine (http://www.leg.state.fl.us/)
- NAICS Codes (http://www.naics.com/search/)
- Public Service Commission Nominating Council (PSCNC) (http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=index.cfm&Directory=committees/joint/pscnc/&Tab=committees/)

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- Application User Guide (/reports/LRCR_User_Guide.pdf?cp=0.35662739048711956)

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SSL Certificates (https://www.digicert.com/ssl-certificate.htm)

D

REFERENCES

CITY OF RIVIERA BEACH

A) Contact

Councilman Cedrick Thomas
600 W. Heron Boulevard
Riviera Beach, FL 33404
(561) 845-4095

B) Duration of Relationship

2010 - Present

C) Services Provided

Our team provides the City of Riviera Beach representation in the Local, Legislative, and Executive Branch.

D) Recent Appropriations

- ***$500,000*** for the City of Riviera Beach Broadway Corridor/15th Street Infrastructure Beautification
- ***$1,000,000*** in funding for the City of Riviera Beach for two separate water mitigation improvement projects
- ***$3,773,213*** for the Singer Island Shore Protection/Beach Restoration project
- ***$500,000*** for the City of Riviera Beach in Economic Development Transportation Funds
- ***$3,000,000*** for the City of Riviera Beach to alleviate public safety hazards regarding a major city thoroughfare. Our team worked with the Florida Department of Transportation, House and Senate Leadership, and the Budget Appropriations Committee to secure $3 million for the City of Riviera Beach to alleviate a public safety hazard that blocked a major thoroughfare.

E) Recent Policy Issues

Port of Palm Beach

Problem: The Port of Palm Beach attempted to remove taxing authority from the City of Riviera beach by amending their governing charter.

Methodology: Our team identified the amendment for the Riviera Beach City Council. We then identified the supporters of the legislation in the City Council. We met with those members and informed them of the potential fiscal impact of the amendment.

Success: Our team defeated efforts by the Port of Palm Beach to remove taxing authority from the City of Riviera Beach.

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CITY OF PORT ORANGE

A) Contact

Mayor Allen Green
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129
(386) 322-0247

B) Duration of Relationship

2005 – Present

C) Services Provided

Our team provides the City of Port Orange representation in the Legislative, and Executive Branch.

D) Recent Appropriations

- ***$750,000*** for the City of Port Orange White Acres Utility Project

The White Acres Utilities Improvement project will install a sanitary sewer collection system and provide storm water treatment to a 47-acre low-income mobile home neighborhood in the City of Port Orange. Currently, the neighborhood utilizes outdated septic tanks. In addition, the neighborhood has open ditches and lacks water quality treatment.

In 2015, the process for Water Projects significantly differed from previous years. Primarily, it was unclear whether there would be left over funds after meeting the statutory requirements for Trust Fund funding. Due to the passage of Constitutional Amendment One, the funding for member projects was significantly limited.

Our team asked **Senator Dorothy Hukill (R)** to sponsor the City of Port Orange White Acres Utility Project. To properly position the project we met early with **Senator Alan Hays (R)**, Chair of the Appropriations Subcommittee on General Government, the Office of Policy and Budget in the Executive Office of the Governor, **Lieutenant Governor Carlos Lopez Cantera**, and Appropriations Chairmen and Staff. We also worked with the local delegation to ensure that the projects were timely submitted.

The Budget Conference on General Government worked until the final days of session to adequately fund Amendment One. Due to the funding issues, the Conference Committee submitted their budget without member projects included.

Our team them met with Senate **Appropriations Chair Senator Lee (R)** and **Representative Richard Corcoran (R)** to request that our projects be added to the final budget. Through those efforts, the City of Port Orange project was included in the supplemental funding list submitted by the Budget Conference Chairs.

- ***$650,000*** for the City of Port Orange Cambridge Canal Project
- ***$500,000*** in funding for the City of Port Orange to improve conveyance deficiency by widening and hardening the Cambridge Canal banks

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MIAMI-DADE COUNTY

A) Contact

Jess McCarty
Assistant County Attorney
Miami Dade County Attorney's Office
Suite 2810 Stephen P. Clark Center
111 N.W. 1st Street
Miami, Florida 33128
(305) 375-1634

B) Duration of Relationship

2004 – Present

C) Services Provided

Our team provides representation to Miami-Dade County in the Legislative and Executive Branch.

D) Recent Appropriations

- **SHIP and SAIL Funding**

The passage of Constitutional Amendment One threatened to decrease funding for the Affordable Housing Programs SHIP and SAIL.

During Special Session, our team worked in conjunction with the Miami-Dade Legislative Affairs Team and Staff Attorneys to ensure that SHIP and SAIL were adequately funded in the 2015 Budget. Early in Special Session, the House Transportation Conference Committee included a lower yet recurring allocation for the programs; while the Senate included a higher nonrecurring amount. We advised the team of the appropriations, determined a "best outcome", and advocated for that with the Conference Chairs.

Our firm, in conjunction with other firms, successfully lobbied the Legislature to fund the State Housing Initiative Partnership (SHIP) and the State Apartment Incentive Loan Program (SAIL). The legislature approved an overall $100.8 million for affordable housing of which SHIP will receive $30 million and $70.8 million for SAIL for Fiscal Year 2015-2016. Further, in previous years our team secured permanent funding and increased funding for statewide affordable housing assistance programs (e.g., CWHP) and other community development programs.

E) Recent Policy Issues

Ridesharing Services

Problem: **Representative Matt Gaetz (R)** filed an amendment late in the legislative process to the Department of Transportation Package that would prohibit the Department of Transportation from allocating funds to any local government that passed transportation network company preemption.

Methodology: Our team, in conjunction with other firms, pulled members to discuss the harmful language in the amendment. We informed our assigned members that the legislation would significantly diminish local government's capacity of local governments to complete any pending transportation projects.

Success: Due to the mounting opposition to the legislation, **Representative Gaetz** withdrew the amendment.

Elections Reform

Problem: During the 2013 Session, our firm was tasked with affecting the overall election reform legislation. Throughout the December and January committee meetings, several legislative leaders in the House and Senate expressed their concerns and the need to address Election reform during the 2013 Session. Over a series of press conferences House Democratic Leaders highlighted the commitment from **Governor Scott**, **President Gaetz** and **Speaker Weatherford** to fix the problems from the 2012 election year.

Methodology: There were several reports that the House and Senate would pass an Elections Reform package during the opening week of the 2013 Session. While the Florida House had a more deliberate approach with their reform package, the Senate took more time to gather information to create a more comprehensive package.

During the February committee weeks, Representative Boyd presented HB 7013 relating to Florida Election Code. This legislative measure received little debate during the committee process. Language in HB 7013 looked to implement the following:

- Limiting the Constitutional Amendment word count on voters ballots to 75 words;
- Allowing the Supervisor of Elections to designate any fairground, civic center, courthouse, county commission building, stadium or convention center as an early voting site;
- At the Supervisor's discretion, early voting may be offered from the 15th day through the 2nd day before the election;
- Early voting sites must be open no less than six (6) hours but no more than 12 hours per day, per site;

- Early voting will have a maximum of 14 days.

HB 7013 unanimously passed the House Appropriations committee with a 25-0 vote in February and 118-1 on the first day of the 2013 Session.

While the initial House Elections package primarily focused on expanding the facilities and early voting days, **Senator Latvala (R)** expressed his concerns that the House bill still had some issues that need to be addressed in the Senator's package.

Success: Prior to filing the Senate Elections package, Senator Latvala worked exclusively with our team to address some of our client's key election priorities:

- Expansion of allowable facilities eligible for use as early voting sites;
- Extending the availability of early voting from eight (8) days to nine (9);
- Limit ballot language for constitutional amendments to a maximum of 15 words for title and 75 words for ballot summary;
- Extend the number of days that Supervisors of Elections are permitted to canvass ballots;
- Discontinuing the term "absentee ballot" and replacing it with "Vote by Mail";
- Conducting Community Development District (CDD) elections via mail ballot;
- Removing Committeeman/Committeewoman Elections from Primary ballots;
- Exempting public record disclosures for absentee ballot requests and personal information;
- Third-degree felony to retrieve or return more than one absentee ballot from non-family members;
- Reinstate the automatic restoration of voting rights for citizens convicted of non-violent felonies who have completed their sentences.

During one of our first meetings with the Senator, he highlighted the importance of changing the rules for collecting absentee ballots along with the expansion of early voting days and available facilities. In regards to early voting, Senator Latvala highlighted that his elections package will further expand early voting facilities however, he would not give full autonomy to the Supervisors, to avoid any gerrymandering in the election process.

The Senator highlighted that he would allow the Supervisor of Elections to use other government buildings as well as civic centers and stadiums for early voting. He also informed us that he would include a 14-day window for early voting, similar to elections

prior to the 2011 elections reform. Constitutional amendments would also be limited to a 75-word minimum.

The Senator stressed that CDD Elections, Committeeman/Committeewoman Elections, and public record disclosures for absentee ballots would not be included in the Senate elections package. He was also hesitant to include any language which would provide an extension of canvassing absentee ballots.

Our team was able to work exclusively with Senator Latvala in drafting language and policy for the Senate Elections bill. During one of our first meetings with the Senator, he highlighted that several provisions from the Miami-Dade County Grand Jury report will be included in his Elections reform bill. He also mentioned that he will provide some solutions to problems expressed by several Supervisor of Elections and the Secretary of State.

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FLORIDA STATE UNIVERSITY STUDENT GOVERNMENT ASSOCIATION

A) Contact

Danielle Morgan Acosta
Director
Florida State University Student Government Association
211 Westcott North
Tallahassee, Florida 32306
(850) 644-1811

B) Duration of Relationship

2007 – Present

C) Services Provided

Our team provides representation in the Local, Legislative, and Executive Branch to the Florida State University Student Government Association.

D) Recent Appropriations

- ***$1,000,000*** for the Honorably Discharged Veterans Assistance Project
- ***$1,000,000*** for Florida State University towards break pay for student veterans
- ***$2,000,000*** in supplemental student veteran funding for the Honorably Discharged Veteran Assistance Program
- In conjunction with other firms, our team helped to secure ***$15 million*** in Preeminence funding for Florida State University.

E) Recent Policy Issues

Honorably Discharged Veteran Assistance Program

Problem: During the 2013 and 2014 Session, our team worked **with Representative Erik Fresen (R)** to secure funding for the *Honorably Discharged Student Veterans Assistance Project*. Unfortunately, due to an oversight at the Department of Education, none of the State University System schools received funding.

Methodology: Early in 2015 Regular Session, our team met with the members of the Education Committees regarding the issue. We informed them that only private colleges received allocations from the project. We also worked with **Representative Fresen's** office to position the project for inclusion in the 2015 Budget. Our team also worked with

Speaker Crisafuli's office (R) to draft proviso language, which would ensure that the allocation was provided to each school in the state university system.

Successes: In 2013, 2014, and 2015, our team secured a total of $4 million in supplemental student veteran funding for honorably discharged post-9/11 G.I. Bill recipients. The allocation would assist 2,700 student veterans who previously did not receive living expense funding for breaks between semesters. In 2015, our team successfully passed proviso language for the allocation.

Bright Futures Reform

Problem: Due to shortfalls in the State Budget, Legislators were looking to decrease funding to the Bright Futures Program.

Methodology: For two consecutive years, our team worked to minimize the effects of Bright Futures reform.

Success: Our team was able to include the following changes:

- One-time reinstatement of students who lose the scholarship during their first year
- Increased the annual maximum to five years
- Ensured that minimal changes occur to the Medallion Scholarship Award
- Ensured retention of community service requirement and use of Bright Future dunging for acceleration credits.

Board of Governors

Problem: In 2001, Governor Jeb Bush abolished the Florida Board of Regents and a ballot initiative created the Florida Board of Governors (BOG) in 2002. The BOG consists of seventeen members, fourteen of whom are selected by the governor. Other members include the Florida Commissioner of Education, the Chair of the Advisory Council of Faculty Senates, and the President of the Florida Student Association (FSA).

Florida law mandated that the FSA Chairman be a member of the Board of Governors. This was the only provision in the Constitution that allowed a private lobbying organization to appoint a member of a Constitutional Board.

In order to serve as Chairman of FSA, the respective school has to pay dues. If a school chooses not to be a member of FSA, that Student Body President would not be able to participate in selecting the student representative on the Board of Governors. Our Constitution should not have this eligibility and representation or the ability to pay dues to a private lobbying organization.

Methodology: Our team worked with **Senator Bill Montford (D)** and **Representative Matt Gaetz (R)** to file a Constitutional Amendment that would change the selection of

the Student Member for the Board of Governors (BOG). This legislative measure removed a provision, which allowed the president of the Florida Student Association (FSA) to be student members of the BOG.

Our team worked with members of the FSU Legislative Caucus to co-sponsor this legislation and gain support from several House Democratic members after their strong position against the initial language in the bill. Our team addressed their concerns and amended the bill in the next House Committee.

During the final weeks of the Legislative Session, we worked with **President Mike Haridopolos** to have the Senate version of this bill withdrawn from its final three committees of reference and placed on the Special Order Calendar on the Senate Floor.

Success: Our team successfully passed the Joint Resolution to amend Article IX, Section 7 of the state constitution to revise the selection process for the student member of the Board of Governors of the State University System (SUS).

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

A) Contact

Dr. Larry Robinson
Interim President
1515 S. Martin Luther King Jr. Blvd.
305-D FSH Science Research Center
Tallahassee, Florida 32308
(850) 850-0202

B) Duration of Relationship

2012-2014

C) Services Provided

We provide Local, Legislative, and Executive representation to Florida Agricultural and Mechanical University.

D) Recent Appropriations

- ***$700,000*** recurring dollars for Florida A&M University's faculty salary adjustments at the School of Pharmacy
- ***$10,000,000*** PECO dollars to complete construction for Florida A&M University's School of Pharmacy
- ***$10,000,000*** PECO dollars for Florida A&M University and Florida State University's School of Engineering
- ***$3,000,000*** for Broward County in recurring funding for Florida Network of Children's Advocacy Centers
- ***$2,500,000*** for Florida A&M University's STEM research extension
- ***$1,500,000*** for Florida A&M University's Crestview campus
- ***$1,000,000*** for Florida A&M University's distance learning program
- ***$500,000*** for Florida A&M University's School of Engineering Feasibility Study

E) Recent Policy Issues

During the 2014 Session, there was an amendment filed to the budget by **Senator John Thrasher** that would appropriate $3 million to the Florida State University Engineering

School. This move made apparent the Senator's intentions to split the FAMU and FSU Engineering Schools.

Advocates who thought Florida State University should have a standalone engineering school as it pursued top 25 ranking supported the legislation. Our client, Florida Agricultural and Mechanical University, was adamantly opposed to the legislation, as it would limit resources to a separate FAMU Engineering School.

Our team rallied the FAMU Delegation in the House and Senate to host Press Conferences advocating against the legislation. We also worked with Republican Leadership to identify a potential compromise to the separation of the schools. Ultimately, we were able to ward off plans to separate the schools. We were also able to fund a study by the Board of Governors to study the feasibility of separating the two schools and the impact it would have on students.

E

PUBLIC ENTITY CRIMES STATEMENT

EXHIBIT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for RFQ 16-001.

2. This sworn statement is submitted by (entity) Pittman Law Group, P.L whose business address is 1028 East Park Avenue, Tallahassee, Fl 32301 and (if applicable) Federal Employer Identification Number (FEIN) is 65-1056761 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Sean Pittman and my relationship to the entity named above is Chief Executive Officer.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another

person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

1-28-16

Signature Date:

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 28th day of January, 2016, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires: 08/10/2016

DANA J. DUDLEY
Commission # EE 198418
Expires August 10, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

F

DRUG FREE WORKPLACE CERTIFICATION

EXHIBIT "C"

CITY of Palatka FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendre to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Pittman Law Group, P.L

CITY: Tallahassee STATE: FL ZIP CODE: 32301

TELEPHONE NUMBER(S): (850) 216 - 1002

SIGNATURE:

NAME (TYPED OR PRINTED): Sean Pittman TITLE: Chief Executive Officer

G

E-VERIFY STATEMENT

EXHIBIT "D"

CITY of Palatka
FLORIDA

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: RFQ – 16 - 001

Project Description: Lobbying Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Pittman Law Group, P.L.

Authorized Signature:

Title: Chief Executive Officer

Date: January 27, 2016

H

RESPONDENTS CERTIFICATION

EXHIBIT "E-2"

CITY of Palatka
FLORIDA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: Pittman Law Group, PL

Authorized Signature: _____

Printed Name & Title: Sean Pittman, Chief Executive Officer

Date: January 27, 2016

Greetings:

I would like to propose a consultancy and strategy with the City of Palatka. As a former policy maker in the state of Florida, my knowledge, skills, and experiences are quite vast. Most recently, as the Federal Policy Director (Chief Lobbyist) for the City of Jacksonville, I established fundamentally sound relationships with both federal and state public officials. It is my objective to provide access to these arenas. Throughout my constituency, I have collaborated with numerous departments that require persistence and tenacity. These collaborations include but are not limited to: Department of Commerce, United States Department of Agriculture (USDA), and United States Department of Housing and Urban Development (HUD).

The contract would include travel expenses and per diem, as it relates to official business for the City of Palatka.

Allow me to assist as you strive to continue the incredible work that is being done within the city. I look forward to a great partnership as we moved forward. Thanks again for the opportunity.

Tony Hill

Vicki Young

From: Jean Reddick <JeanReddick@wealthwatchersfl.com>
Sent: Friday, January 29, 2016 11:07 AM
To: Vicki Young
Subject: Lobbying Services- Hill
Attachments: 20160129105953068.pdf; 20160129105953068.pdf; 20160129105953068.pdf; 20160129105953068.pdf; 20160129105953068.pdf; 20160129105953068.pdf

Dear Vicki Young,

You find the request for Lobbying Services for Tony Hill.
Please confirm receipt.

Sent on behalf of Tony Hill

Thanks,

Jean Reddick *Administrative Support*
.1225 W. Beaver St, Suite 110 Jacksonville FL 32204
Tel: (904) 265-4736 | **Fax:** (904) 265-1908
Email: jeanreddick@wealthwatchersfl.com
Website: www.wealthwatchersfl.com

Wealth Watchers
BUILDING WEALTH FOR FUTURE GENERATIONS

Request for Qualifications (RFQ) 16-001
LOBBYING SERVICES

The City of Palatka is seeking statements of qualifications from qualified firms to provide lobbying services. All interested parties must register their name, email address, address and telephone number with the City to receive any future changes, additions, addendums or notices concerning the RFQ.

Advertisement Date: January 8, 2016

Due Date: **January 29, 2016 3:00 PM**

Contact: Terry Suggs, City Manager
201 North Second Street
Palatka, FL 32177
tsuggs@palatka-fl.gov
(386) 329-0100 ext. 230

Any qualified individual or firm desiring to provide the required professional services should submit one (1) original, five (5) copies and one (1) digital copy on CD or memory stick in Adobe PDF format in a sealed envelope marked **"RESPONSE TO REQUEST FOR QUALIFICATIONS FOR LOBBYING SERVICES"**. To facilitate effective evaluation by the City, responses shall be limited to no more than a total of fifty (50) pages. Forms required by this RFQ, Appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. All questions shall be emailed to the contact listed above and, all questions will be answered in writing. Late submittals will be returned unopened. Submittals will be opened as soon as possible after the submission deadline. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. The City of Palatka reserves the right to reject any and all submittals, to waive any informalities or irregularities in the RFQ process and to award the contract(s) in the best interest of the City.

A committee will evaluate each of the respondent's submittals against evaluation criteria. If necessary, the committee may reduce the total number of submittals to a qualified short-list of firms using the evaluation criteria. Short listed firms may be invited to make presentations for final evaluation.

Scope of Services

The selected lobbying firm shall advise, counsel, and represent City of Palatka in pursuing legislative initiatives and grant applications and awards at the state level and federal level. The firm shall assist City of Palatka in preparing its state, federal and administrative agendas and shall strategize with City of Palatka as requested. The firm shall identify topics and areas of need to legislators serving City of Palatka, pertinent legislative leaders and committee chairs, and administrative officials.

The firm shall perform ministerial and discretionary functions such as preparing letters and verbal and written testimonies, arrange and schedule appointments, monitor legislative, executive, and administrative activities, and communicate effectively with City of Palatka and its elected and appointed officials and their staff, as well as those interest groups identified by City of Palatka.

Knowledge of the Locality

The firm should have considerable and demonstrable experience with local, state, and federal agencies that are directly and indirectly related to City of Palatka's mission. In particular, the firm should be experienced working with legislators, their committees, and staff, as well as various federal agencies. The firm should be able to demonstrate its knowledge and experience with Florida's government-elected officials and staff. The firm's knowledge of, and experience with, Palatka's local government officials, agencies, and representatives is also encouraged. The firm should demonstrate its understanding of Palatka's projects, initiatives and priorities. The City of Palatka Community Development & Sustainability Priorities are as follows:

1. Waste Water Treatment Plant Upgrades
2. Infrastructure upgrades and expansion
3. Affordable, Adequate and Clean Housing
4. Development of a Business Incubator

The firm should also be aware of the local problems and potential solutions that can be facilitated by state and federal support and intervention.

Selection Procedure:

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

- Qualifications of the firm and its personnel (30 points)
- Experience and prior/current performance with the City of Palatka and similarly situated local units of government (40 points)
- Quality of the responses from the local government client references (30 Points)

Responses must demonstrate: knowledge of the Locality; should be both thorough and concise, detailing experience, personnel, and references relative to the scope of services described; and demonstrate the ability to provide the required services.

Contracting and Payment:

Work will be performed under a *non-exclusive* Agreement to Furnish Professional Services contract negotiated between each party and the City of Palatka.

It is anticipated that the Agreement to Furnish Professional Services will have an initial duration of one (1) year with an option to extend for an additional two (2) one (1) year terms.

The City in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods may include:

1. Traditional – payment by check, wire transfer or other cash equivalent.
2. Standard – payment by credit card.

The City cautions vendors to consider both methods of payment when determining pricing as no additional surcharges or fees will be considered (per Rules for VISA Merchants and MasterCard Merchant Rules). The City will entertain proposals clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial proposal submittal if it is clearly marked as an "Additional discount for payment via traditional methods."

Proposal Package:

Respondents must demonstrate a background and experience in the following:

1. Knowledge of the City of Palatka and maintaining a local office in the area;
2. Proven relationship with the Local, State and Federal Agencies; and
3. Ability to design and execute a lobbying effort at the local, state and federal level.

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

Cover Letter and Contact Sheet – Exhibit A	
TAB A	Qualifications and Experience
TAB B	Description of government projects
TAB C	Evidence of required Licenses/Certifications/Certificates of Insurance to legally provide services requested.
TAB D	Three (3) current references directly related to the requirements of this RFQ. Contact information must include project name, contact person's name, company, complete address, phone number (land line and cell phone) and email address. (Letters of reference are highly preferred by the City.)
TAB E	Public Entity Crimes Statement - Exhibit B
TAB F	Drug Free Workplace Certification - Exhibit C
TAB G	E-Verify Statement - Exhibit D
TAB H	Respondent's Certification –Exhibit E

Timetable for Selection and Review:

January 8, 2016	RFQ issued
January 21, 2016 - 5 pm	Deadline for RFQ questions
January 29, 2016 - 3 pm	Deadline to submit RFQ's

General Terms and Conditions:

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

B. Professional Regulation.
Attach a copy of the current Florida Lobbyist registration documentation.

C. Permits, Licenses, or Fees.
n/a

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

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

F. **Conflict of Interest.**
All proposers must disclose, with their proposal, the name of any corporate officer, director, or agent who is also an officer or employee of the City. Furthermore, all proposers must disclose the name of any City of Palatka officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries, or partnerships.

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

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

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

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holders Rating of A-, and Financial Rating of Class VI as identified in the latest issue of "Best's Key Rating Guide" unless otherwise accepted by the CITY in writing.

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

If the insurance of any Consultant or any subcontractor contains deductible(s), penalty(s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty (s) or self-insured retention(s). Certificates of Insurance acceptable to the City of Palatka for the Consultant's insurance must be received within five (5) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Consultant.

Certificates of Insurance and the insurance policies required shall contain a provision under Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of the City of Palatka.

Certificates of Insurance and the insurance policies required shall contain a provision under Auto Liability to include the City of Palatka as Additional Insured, including Completed Operations (Form CG 20 10 and CG 20 37 or equivalent). Other Additional Insured forms might be acceptable but only if modified to include ongoing and completed operations. A copy of the endorsement to the policy shall be provided with the certificate of insurance.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number, its effective date and its termination date and a list of any exclusionary endorsements.

All of the above referenced Insurance coverage is required to remain in force for the duration of the Agreement.

The failure of the City of Palatka to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by the City of Palatka of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type,

quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach.

Loss Deductible
If the insurance of any Consultant or any subcontractor contains deductible(s), penalty (s) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(s) or self-insured retention(s).

Subcontractor's Insurance
Consultant shall require each of his Subcontractors to likewise purchase and maintain at their expense Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Consultant 's insurance.

Consultant shall also obtain from each subcontractor a written indemnification in form and substance identical to the indemnity as set forth in Part 1 above.

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

- The name of the insured Consultant, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date
- Statement that the insurer will mail notice to the CITY and a copy to the CITY'S REPRESENTATIVE at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy
- Certificate of Insurance shall be in the form as approved by the CITY and such Certificate shall clearly state all the coverages required in this Article
- If requested by the CITY, the Consultant shall furnish complete copies of his and his Subcontractor's insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Consultant or by any of its representatives which indicate less coverage than required by the Contract Documents does not constitute a waiver of the Consultant's obligations to fulfill the requirements of this Article.

Workers' Compensation Insurance
The Consultant shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all his employees connected with the Work of this Project, and in case any Work is sublet, the Consultant shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Consultant. Such insurance shall comply with the Florida Workers' Compensation Law.

The Consultant shall purchase and maintain at the consultant's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Agreement.
The Limits of this insurance shall not be less than the following limits:
Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes

And

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	$100,000 Each Accident
Bodily Injury by Disease	$500,000 Policy Limit
Bodily Injury by Disease	$100,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement (WC 00 03 01 or equivalent) naming the contractor.

Liability Insurance

The Consultant shall take out and maintain Automobile Liability Insurance as shall protect CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement, whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be minimum limits as follows:

Automobile Liability:

The consultant shall purchase and maintain at the consultant's expense Automobile Liability insurance coverage.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit	$1,000,000 Each Accident
OR	
Split Limits	$500,000 Bodily Injury-Per Person
	$1,000,000 Bodily Injury-Per Accident
	$500,000 Property Damage-Per Accident

Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Consultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective contractor.

Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-CITY and hired automobiles and employee non-ownership use.

Consultant Liability Insurance

During the term of this agreement, the Consultant will carry Errors and Omission insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Consultant. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate. The City of Palatka may require a higher limit as mutually agreed with the Consultant for specific task/work orders.

L. **Public Entities Crimes.**

A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime, may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to any public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in

section 287.017, Florida Statutes, in CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By signature on this solicitation, the proposer certifies that it is qualified to do business with the City of Palatka in accordance with all Florida Statutes.

M. **Acceptance of Goods/Services.**
Receipt of goods/service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets the specifications and/or all conditions. Should the delivered goods/services differ in any respect from the specifications, payment will be withheld pursuant to section 218.70, Florida Statutes, until such time as the successful proposer takes necessary corrective action. If the proposed corrective action is not acceptable to the City, the City may refuse final acceptance of the goods/services.

N. **Drug-Free Workplace.**
By signature on this solicitation, and completion of the Drug-Free Workplace form, the respondent certifies that it is qualified to do business with the City Palatka and has certification that they have implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes.

P. **Additional Information.**
The City of Palatka reserves the right to request any additional information needed for clarification from any respondent for evaluation purposes.

Q. **Equal Opportunity.**
The City of Palatka recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. All proposers are required to make an affirmative statement as to its support of all applicable equal opportunity and affirmative action requirements.

R. **Lobbying.**
Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the City Manager, and/or any City Personnel during the solicitation process. The lobbying black-out period commences upon the issuance of this solicitation and concludes upon the signing of the agreement. Proposers shall not contact any City Commission Member and/or any Department/Office personnel other than the contact listed above during said black-out period. All questions and procedural matters shall be directed to the RFQ contact. The City Commissioners and/or the City Manager may disqualify any solicitation response where any Commissioner, the City Manager, and/or City Personnel have been lobbied in violation of the black-out period.

S. **Public Records.**
Under chapter 119, Florida Statutes, all responses to this solicitation shall be considered public record subject to distribution pursuant to this statute. All public records request shall be submitted to the City Clerk's office at 386-329-0100.

T. **Cost of Submittal.**
The proposer understands that any and all costs related to the submittal of a proposal is considered an operational cost of the respondent and shall not be passed on to, or be borne by, the City.

U. **Federal Grant Money (if applicable)**

In the event a project is funded with federal grant monies, ENGINEER may not participate in the RFQ if ENGINEER is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. https://www.epls.gov/epls/search.do . ENGINEER shall include copy of search results with their proposal.

EXHIBIT "A"

CITY of Palatka FLORIDA

CONTACT SHEET

CITY OF PALATKA, FL

****

Name: Anthony Tony Hill

Federal Taxpayer ID: N/A

Mailing Address: 5151 Moose Creek Court

City, State, & Zip Code: Jacksonville, FL 32218

Telephone: 904-705-5182 **Fax:**_____

Email: tonyhill1367@gmail.com

Submitted By: Anthony Tony Hill

Title: Principal Consultant

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:
Name:_____ **Title:**_____

Email Address:_____ **Phone:**_____

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

EXHIBIT "B"

CITY of Palatka FLORIDA

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Qualifications, Proposal or Contract for City of Palatka, Florida

2. This sworn statement is submitted by (entity) T Hill Asst. Consulting whose business address is 5151 Moore Creek Ct. and (if applicable) Federal Employer Identification Number (FEIN) is 20-3677109 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Anthony Tony Hill and my relationship to the entity named above is Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another

agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

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

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

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

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

Signature Date: 1/29/16

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29th day of January, 201 16, and is personally known to me, or has provided FL Driver License as identification.

Jean Reddick
Notary Public
My Commission expires: 04/10/2019

JEAN REDDICK
Notary Public - State of Florida
Commission # FF 193794
My Comm. Expires Apr 10, 2019
Bonded through National Notary Assn.

EXHIBIT "C"

CITY of Palatka
FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendre to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Thill & Associates Consulting Company

CITY: Jacksonville STATE: FL ZIP CODE: 32218

TELEPHONE NUMBER(S): 904-705-5182

SIGNATURE: Anthony Tony Hill

NAME (TYPED OR PRINTED): Anthony Tony Hill TITLE: Principal Consultant

EXHIBIT "D"

CITY of Palatka
FLORIDA

E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: 16-001

Project Description: lobbying services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: THill & Associates Consulting

Authorized Signature: [signature]

Title: Principal Consultant

Date: January 29, 2016

connection, discussion, or collusion with any other person, firm or corporation submitting a qualification for the same product or service; no officer, employee or agent of the City of Palatka or any other proposer is interested in said qualification; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

THM Associates Consulting
Name of Business

Signature Date: 1/29/16

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 29 day of January, 2016, and is personally known to me, or has provided FL Driver License as identification.

Jean Reddick
Notary Public

My Commission expires:
04/10/2019

JEAN REDDICK
Notary Public - State of Florida
Commission # FF 193784
My Comm. Expires Apr 10, 2019
Bonded through National Notary Assn.

EXHIBIT "E-1"

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Qualification (RFQ), the other related documents identified in the RFQ, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
____	_____
____	_____

1. I hereby propose to furnish the goods or services specified in the Request for Qualification. I agree that my qualification will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the qualifications.

2. I certify that all information contained in this qualification is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

3. The applicant certifies to the best of his/her knowledge and belief, that his/her principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and

    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, Local) terminated for cause or default.

4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Palatka.

I further certify, under oath, that this qualification is made without prior understanding, agreement,

EXHIBIT "E-2"

CITY of Palatka FLORIDA

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company/Firm: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

EXHIBIT "A"

CITY of Palatka FLORIDA

CONTACT SHEET

CITY OF PALATKA, FL

****

Name: Anthony Tony Hill

Federal Taxpayer ID: N/A

Mailing Address: 5151 Moose Creek Court

City, State, & Zip Code: Jacksonville, FL 32218

Telephone: 904-705-5182 **Fax:**_____

Email: tonyhill1367@gmail.com

Submitted By: Anthony Tony Hill

Title: Principal Consultant

Vendor Accepts Credit Cards*: Yes No (Please Circle)

Accounting Contact:
Name: N/A **Title:**_____

Email Address:_____ **Phone:**_____

***See preferred method of payment under "Prompt Payment Act" section of the General Conditions**

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending Chapter 70 (Streets and Sidewalks) and Chapter 94 (Zoning) to allow pushcarts to operate in the Downtown- 1st Reading.

SUMMARY:
In Chapter 94 (Zoning) of the Municipal Code mobile vendors and push carts are allowed by right in downtown zoning districts, but such uses are not defined and are actually prohibited from functioning due to Chapter 70 (Streets and Sidewalks) outright prohibition of sales on the right-of-way, which in this case means sidewalks. This change would: 1) define pushcarts as wheeled vehicles or portable carts, not registered by the state department of motor vehicles, from which prepared food, fruit, non-alcoholic drink, and flowers may be sold; and 2) allow pushcart sales on downtown zoning district rights-of-way.

The Planning Board voted unanimously to recommend approval of this item.

RECOMMENDED ACTION:
Pass ordinance on first reading to amend Chapters 70 and 94, to allow for pushcart operation in the Downtown.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Staff Report	Backup Material
Planning Board Minutes	Backup Material
Powerpoint	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	2/15/2016 - 11:18 AM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 2:36 PM

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 16 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 70 OF THE MUNICIPAL CODE TO ALLOW PUSHCARTS TO CONDUCT SALES ON PUBLIC RIGHT OF WAY AND AMENDING CHAPTER 94 TO DEFINE PUSHCARTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Municipal Code of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including one public hearing before the Palatka Planning Board on January 5, 2016 and two public hearings before the City Commission of the City of Palatka on February 25th, 2016 and March 10, 2016; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF PALATKA, FLORIDA:

Section 1. That Section 70-31 of the Palatka Municipal Code shall be amended as follows:

Sec. 70-31. - Placing merchandise, benches or other obstructions in sidewalk.

(a) Except as otherwise provided in section 70-1, it shall be unlawful for any person to place, put or leave any goods, wares, merchandise, boxes, benches or other obstructions of any nature whatsoever on any part of the sidewalks along the streets of the city except that in the downtown riverfront (DR) and downtown business (DB) zoning districts business owners may obtain a permit to do so in conformance with the following conditions:

(1) Merchandise may be placed on the city sidewalk up to two feet outside of and beyond the property line housing the permanent retail operation not to exceed more than 50 percent of the building frontage.

(2) No sales may take place in the right-of-way, except for those sales associated with pushcarts, as defined in Chapter 94.

(3) through (15) – no changes.

(b) through (c) - no changes.

Section 2. That Section 94-2 of the Palatka Municipal Code (definitions) shall be amended to include the following definition:

Pushcart means any wheeled vehicle or portable cart, the design and appearance of which is subject to review and approval by the Building and Zoning Department, used for displaying, keeping or storing any article by a vendor or peddler (other than a motor vehicle, bicycle or trailer) which may be moved without the assistance of a motor and which does not require registration by the state department of motor vehicles, and from which prepared food, fruit, merchandise, drink, and flowers may be sold.

Section 3. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 4. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 5. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 10th day of March, 2016.

PALATKA CITY COMMISSION

By:_____
Its MAYOR

ATTEST:

_____
City Clerk
(SEAL)

APPROVED AS TO FORM AND LEGALITY

_____
CITY ATTORNEY

Request to Amend Sidewalks Code to Allow Pushcarts Downtown

Applicant: Building & Zoning Dept.

STAFF MEMO

DATE: September 29, 2015

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

Pushcarts/hot dog stands are now allowed Downtown, but a restriction that prohibits sales within the right-of-way has effectively prevented them from operating. Staff proposes to remove this prohibition and provide some basic operational standards for these uses, which can add to vitality and food choices in the downtown area. Staff is withdrawing this application as the Board does not have jurisdiction over Chapter 70, Streets and Sidewalks. Staff will take this amendment directly to the City Commission.

CITY OF PALATKA
PLANNING BOARD MINUTES (draft)
January 5, 2016

Call to Order: Members present: Chairman Daniel Sheffield, George DeLoach, Vice-Chairman Joe Pickens, Tammy Williams and Ed Killebrew. Members absent: Earl Wallace, Anthony Harwell and Joseph Petrucci.

Motion made by Mr. DeLoach and seconded by Mr. Pickens to approve December 1, 2015 meeting minutes. All present voted, the motion carried unanimously.

The Chairman then explained appeal procedures and requested that Board members express any ex-parte communication prior to hearing the case.

Election of Chairperson and Vice-chairperson.

Motion made by Mr. Pickens and seconded by Mr. DeLoach to re-elect Daniel Sheffield as Chairperson. All presented voted, motion carried unopposed.

Motion made by Mr. DeLoach and seconded by Ms. Williams to re-elect Joe Pickens to Vice-chair person. All present voted, motion carried unopposed.

OLD BUSINESS:
Case 15-33 Evaluation and Appraisal Report (EAR), Comprehensive Plan

Mr. Crowe requested that this item be tabled until the next meeting.

Motion made by Mr. Pickens and seconded by Mr. DeLoach to table this request until the February 2, 2016. Motion carried unopposed.

6. NEW BUSINESS:

Case 15-51 Request to annex, amend Future Land Use Map from County UR (Urban Reserve) to RL (Residential Low-Density), and rezone from County R-2 (Residential Two-Family) to R-1A (Single-Family Residential).

Location: 203 Central Avenue
Owner: Robert Michael Ratliff

Mr. Crowe explained that this area is a single family home that is contiguous to the City boundaries to the northeast. The applicant wants to connect to city utilities which are available to this single-family homes area and that the proposed land use and zoning closely matches the current County designation. The request meets the criteria for annexation and does not conflict with the Comprehensive Plan. He recommended approval to annex, amend Future Land Use Map from County UR (Urban Reserve) to RL (Residential Low-Density), and rezone from County R-2 (Residential Two-Family) to R-1A (Single-Family Residential) for 203 Central Ave.

Mr. Pickens asked if the applicant could request a more dense zoning. Mr. Crowe replied yes they may. He explained that the City is currently handling these types of requests administratively, waiving the application fee, therefore as a matter of policy city staff will recommend the least intensive use.

Motion made by Mr. DeLoach and seconded by Mr. Pickens to recommend approval of the request as presented by Staff. All present voted, motion carried unopposed.

Case 15-52 Administrative request to amend Zoning Code Sec. 94-2, adding definition of mobile vendors and push carts.

Mr. Crowe explained that zoning, Chapter 94 allows mobile vendors and push carts by right in downtown zoning districts, but these uses are undefined and are actually prohibited from functioning due to the outright prohibition of sales on the right-of-way such as sidewalks in chapter 70. This change would define mobile vendors and push carts as rubber-wheeled vehicles or portable carts, not registered by the state department of motor vehicles, from which prepared food, fruit, non-alcoholic drink, and flowers may be sold.

Discussion took place regarding the close proximity to the existing food serving establishments' downtown. Mr. Crowe explained that the allowance of mobile vending in the downtown area was put in place in 2009 to help add to the vitality of downtown street life, encourage more pedestrian activity, and allow for more retail sales and is intended as a complimentary function.

Additional discussion took place regarding removing the word "rubber" with regards to the wheels as there are many types of wheels that may be appropriate, such as iron or even wood. Mr. Crowe agreed that the key word was "wheel" which the definition is intended to describe these carts as being easily removed, they are transported and not just sit there competing with the store.

Motion made by Mr. Pickens and seconded by Mr. Kellebrew to approve the amendment as submitted by Staff except remove the word "rubber." All present voted, motion carried unopposed.

Discussion ensued regarding possible concerns for distance restrictions and limitation of hours or days of operation for mobile food vendors. Mr. Holmes suggested that it might be a good idea to place some restrictions as to where the cart can be placed.

Case 15-56 Administrative request to amend Zoning Code Sec. 94-149 (Intensive Commercial Zoning District) and Sec. 94, Division 3 (Supplementary District Regulations), allowing produce stands associated with convenience stores and grocery stores, and providing standards governing such uses.

Mr. Crowe explained that the City has been approached by struggling convenient store owners in an effort to increase their trade. The City has taken several steps to revise the Zoning Code to facilitate the availability and conveyance of fresh produce and meals, including ordinances allowing food trucks, produce trucks, and food pantries to help remedy some of the food desert areas, which by USDA urban standards is any area that is more than a mile from a grocery store, or a store that sells fresh produce - which means that most everything east of Palm Ave. is in what is referred to as a food desert. He added that currently the Zoning Code does not allow such outdoor sales activities except under the conditional use process and only include activities that are temporary or seasonal type outdoor sales. He reiterated that at the request of the Board, some changes have been made to the proposed amendment to clarify the permitting requirements of the structure; the maximum allowed size was

reduced slightly to ensure less intrusion and for easier portability/disassembly, as well as limiting the size of allowed signage to the stand itself and reviewed the revised supplement standards (as described below) and recommended approval:

- Produce stands are allowed in conjunction with convenience stores and grocery stores in the C-1 and C-2 zoning districts.
- Stands shall be constructed as a cart with two or more wheels, or a stand which is easily disassembled; shall have a shelf or shelves set at a height between three and five feet; and shall provide weather protection in the form of a roof, canopy, or umbrella.
- Stands must be soundly constructed and of wood, metal, or other suitable permanent material; must have a neat and orderly appearance; and must be maintained in good repair and appearance.
- Stands do not require a building permit, unless it is determined by the Building Official that a permit is required per the Florida Building Code. The Building Official may require certain tie-down or securing elements as needed for public safety.
- Stands cannot exceed 150 square feet in size, and must be located in close proximity to the store.
- Stands shall be designed for the display of produce on shelves as part of a structure, or on a table.
- Stands shall not occupy any minimum required parking, parking lot landscape islands/areas, or rights-of-way; cannot block driveways or traffic aisles, or reduce sidewalk passage below 48 inches.
- Signage shall be limited to one unlighted announcement sign not to exceed 16 square feet in area, attached to the structure.
- Stands shall be subject to outdoor sales administrative review, requiring a site plan and staff review subject to conditional use criteria. However this use shall not be subject to public hearing and notice requirements.

Mr. Holmes questioned if the conditional use review criteria would be utilized by Staff. Mr. Crowe replied that is still part of the proposal, similar to how outdoor sales (previously delegated by the Board to Staff) are reviewed.

Discussion took place with regards to developing “stand versus building” standards. Mr. Pickens suggested tabling this item allowing staff to research possible language to specify construction standards.

Motion made by Mr. Pickens and seconded by Mr. Killebrew to table this request until next month. Mr. Holmes suggested including some language to base the aesthetic standards of the allowed building. All present voted, motion carried unopposed.

Mr. Crowe reported that there have been no appeals for variance forwarded to the City Manager; however there was potentially what could have been another appeal to the exterior standards. The police department is installing a new shed on Reid St. However, all were able to come up with a compromise using screening which is a win for both the City and the PD.

With no further business, meeting adjourned at 4:55

CASE 15-52
DEFINE MOBILE VENDORS OR PUSH CARTS

- "Mobile vendors or push carts" are allowed by right in both downtown zoning districts
- However the use is not defined; and
- a separate standard in Chapter 70 (Streets & Sidewalks) prohibits sales in the right-of-way, which includes downtown sidewalks – the logical location for push carts.

CASE 15-52
DEFINE MOBILE VENDORS OR PUSH CARTS

PROPOSED DEFINITION

- "rubber-wheeled, non-motorized vehicles or portable carts, not registered by the state department of motor vehicles, from which prepared food, fruit, non-alcoholic drink, and flowers may be sold."

CASE 15-52
DEFINE MOBILE VENDORS OR PUSH CARTS

CASE 15-52
DEFINE MOBILE VENDORS OR PUSH CARTS

CRITERION A: NEED & JUSTIFICATION FOR CHANGE

- Will encourage more activity & vitality downtown
- Will provide more business opportunities

CASE 15-52
DEFINE MOBILE VENDORS OR PUSH CARTS

CRITERION B: COMPLIANCE WITH COMP PLAN & CODES

- Does not conflict with plan & codes-

ZONING CODE TEXT AMENDMENT
DEFINE MOBILE VENDORS OR PUSH CARTS

Recommend approval of mobile vendor and push cart definition (Chapter 94, Article 1, Section 94-2):

"Rubber-wheeled, non-motorized vehicles or portable carts, not registered by the state department of motor vehicles, from which prepared food, fruit, non-alcoholic drink, and flowers may be sold."

CITY COMMISSION AGENDA ITEM

SUBJECT:
ORDINANCE amending Subpart B, Article II of City of Palatka Charter, Related Laws governing the Palatka Gas Authority - 2nd Reading, Adopt

SUMMARY:
This is second reading of an ordinance making changes to the laws governing the Palatka Gas Authority, chartered as a department of the City of Palatka. The proposed changes come from the Palatka Gas Authority Board of Directors.

The ordinance follows this Summary. The requested changes are contained in the strike-through/underline document (a complete copy of Article II of the Charter) that follows this summary. Once the ordinance is received it will be distributed.

This ordinance was passed on first reading on 2/11/16.

RECOMMENDED ACTION:
Adopt on second reading an ordinance amending Subpart B, Article II of City of Palatka Charter, Related Laws governing the Palatka Gas Authority

ATTACHMENTS:

Description	Type
strike-through/Underline proposed amendment to Art II, Charter	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 2:33 PM
City Clerk	Driggers, Betsy	Approved	2/15/2016 - 2:33 PM

This instrument prepared by:
Donald E. Holmes, Esq.
Palatka, Florida 32177

ORDINANCE NO. 16 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING PROVISIONS OF ARTICLE II OF THE CITY OF PALATKA CHARTER RELATING TO THE PALATKA GAS AUTHORITY; ALLOWING RECORD OWNERS OF PROPERTY WITHIN THE CITY TO SERVE AS AUTHORITY BOARD MEMBERS; ALLOWING THE BOARD TO DETERMINE THE SALARY OF THE MANAGER SUBJECT TO THE CITY COMMISSION'S POWER TO OVERRIDE; ESTABLISHING PROCEDURES BY WHICH THE AUTHORITY SHALL ACCOUNT FOR AND TRANSFER REVENUES COLLECTED WHICH ARE NOT GENERATED BY THE AUTHORITY'S OPERATION; PROVIDING FOR THE MONTHLY TRANSFER TO THE CITY OF A PORTION OF GROSS REVENUES COLLECTED BY THE AUTHORITY AND GENERATED BY ITS OPERATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, ARTICLE II, of the CITY CHARTER of the CITY OF PALATKA, entitled "PALATKA GAS AUTHORITY", creates a department of the City to be known and designated as the "PALATKA GAS AUTHORITY" and establishes rules and guidelines for the operation of the Authority; and

WHEREAS, section 170 of said Article authorizes the CITY to supplement the provisions contained within the ARTICLE by the adoption of ordinances and resolutions not inconsistent therewith; and,

WHEREAS, the CITY COMMISSION of the CITY OF PALATKA now finds that, in order to expand the pool of potential AUTHORITY Board members; improve the efficiency of the AUTHORITY; enhance the operation of the AUTHORITY; and allow for the collection and transmittal by the AUTHORITY of revenues generated by other CITY departments with the aim of increasing the overall efficiency and cost-effectiveness of city government, it is necessary to amend certain provisions

of ARTICLE II pursuant to the authority granted within the ARTICLE.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF PALATKA:

SECTION I. That the above recitals are true and correct and by this reference are hereby incorporated and made a part hereof as though fully set forth herein.

SECTION II. Section 154 of ARTICLE II is hereby amended to read as follows:

Sec. 154. Qualifications of members; forfeiture of office for designated causes; filling of vacancies resulting from disqualification.

Every person appointed as a member of said authority shall, at the time of the appointment, be a qualified elector of the City of Palatka, or the record owner of property within the City, and any member of the authority who ceases to possess any of the qualifications herein specified shall immediately forfeit his/her office and the City Commission shall fill the vacancy so created in the manner provided in this act (Article). No person who is otherwise employed by the City or who holds any other office in the City, whether elected or appointed, shall be eligible for appointment as a member of the Authority, and any member of the Authority who becomes otherwise employed by the City, or is elected or appointed to any other office in the City shall immediately forfeit his/her office as a member and the City Commission shall fill the vacancy so created in the manner provided in this act (Article).

SECTION III. Section 164 of ARTICLE II is hereby amended to read as follows:

Sec. 164. General Manager - Appointment.

The authority shall by majority vote appoint, subject to the approval of the city commission, a general manager who shall serve at the pleasure of the authority and shall be paid such salary or compensation as shall be determined by the ~~city commission~~ authority, provided however that the city commission shall have the power to override the authority regarding the salary or compensation to be paid to

the general manager upon a finding of just cause. Such appointment shall not take effect unless and until the city commission shall approve the same.

Section IV. The title of Section 166 of Article II is amended to read as follows:

Sec. 166. Administration and application of revenues. ~~of gas system.~~

Section V. Section 166 of Article II is hereby amended by adding the following wording in substitution of the current wording of sub-section "(b)".

Sec. 166

(b) In the event the authority is assigned the task by the City to collect, account for, and/or distribute revenue attributable to and/or generated by any City function other than the operation of the authority ("unrelated revenues") the Authority shall account for and track all such unrelated revenues separately and apart from revenues generated by the operation of the Authority. If required by applicable auditing standards, or by City directive, the Authority shall also keep all non-related revenues in bank account or accounts which are separate and apart from the accounts into which revenues generated by the Authority are deposited and maintained. Within thirty (30) days after the end of each calendar month, the Authority shall transfer to the City all non-related revenues collected by the Authority during the calendar month which just ended.

Section VI. Section 166 of Article II is hereby amended by "re-numbering" that sub-section which was previously known as sub-section "b" to be now known as sub-section "c" and by changing the wording of the body of the sub-section to read as follows:

(c)~~Use of surplus moneys~~. Transfers to the City. Within 30 days following the end of each calendar month, beginning with the fiscal year 2016-2017, the Authority shall transfer to the City a base line of 5.9% of the gross revenues associated with the sale of natural gas. Any revenue of the gas system or systems remaining after making full provision for the requirements of sub-paragraph (a) of this

section may be used by the city for any other municipal purposes; provided, however, that the city shall make provision for a reasonable reserve for the cost of operating, maintaining, and repairing the gas system or systems and paying the cost of extensions, enlargements or additions to or replacement of the capital assets of said gas system or systems, prior to appropriating such revenue to other municipal purposes.

Section VII. Section 167 of Article II is hereby amended to read as follows:

Sec. 167. Expenditures in connection with the gas system or systems to be made solely from revenues thereof.

All revenues derived and obtained from the operation of the city's gas system ~~or systems of the city~~ shall be kept separate and apart from other money of the city, and the city commission or other officers of the city, shall not, under any circumstances, transfer any other money or revenues of the city to the use of or for the gas system or systems, or to accounts in connection with such gas system or systems, in excess of the amounts received by the city from the operation of the gas system, for any purpose whatsoever. All expenses of the operation, maintenance and repair of the gas system or systems, all costs of extensions, enlargements or additions to or replacement of the capital assets of such gas system or systems, and all other costs or expenses of any other kind of the said gas system or systems, shall be paid for solely from the revenues of the city's gas system. ~~or systems of the city.~~

SECTION VIII. In the event of a conflict between the terms of this Ordinance and any other Ordinance of the City of Palatka, the terms of this Ordinance shall prevail and supersede. Except to the extent of any conflict between the terms of this Ordinance and any other Ordinance of the City of Palatka, all other Ordinances shall remain in full force and effect.

SECTION IX. This ordinance shall take effect immediately upon its passage.

SECTION X. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this ____ day of _____, 20__.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

ARTICLE I. IN GENERAL

Secs. 101-150. Reserved.

ARTICLE II. PALATKA GAS AUTHORITY*

Sec. 151. Definitions.

Whenever used in this Act [article], unless a different meaning clearly appears from the context:

(a) *Gas transmission system*. The term "gas transmission system," shall mean and include a supply of natural gas, whether acquired from wells or deposits or from pipe line or other source of supply and a pipe line or lines, plant and system for the acquisition and the transportation, transmission and deliver of natural gas or a plant for the manufacture of gas and the transportation, transmission and delivery thereof; together with all appurtenances thereto and all property, real, personal or mixed used or useful in connection therewith, including franchises, rights-of-way and easements. A gas transmission system may include facilities for making deliveries of gas to industrial and institutional users and to line tap residential and commercial users as well as to gas distribution systems.

(b) *Gas distribution system*. The term "gas distribution system" shall mean and include a plant and system for the distribution and sale of gas and gas services in a municipality and the surrounding territory, including the sale and distribution of gas to residential, commercial, industrial, institutional and other users, together with all appurtenances thereto and all property, real, personal or mixed used or useful in connection therewith, including franchises, rights-of way and easements.

(c) *System*. The term "system" shall mean and include a gas transmission system or systems and a gas distribution system or systems, or any one or more thereof.

(d) *City*. The term "city" shall mean the City of Palatka, Florida.

(e) *City Commission*. The term "city commission" shall mean the city commission of the City of Palatka, Florida, as provided for in the Charter of said city.

(f) *Authority*. The term "authority" shall mean the five (5) members hereinafter provided for and constituting the department of the government of the City of Palatka herein created and established.

(Laws of Fla., ch. 59-1679, § 1)

Sec. 152. Created; established; composition.

There is hereby created and made a part of the government of the City of Palatka, Florida, a department to be known and designated as the "Palatka Gas Authority," which shall consist of five (5) members, selected as hereinafter provided.
(Laws of Fla., ch. 59-1679, § 2)

Sec. 153. Appointment and terms of members.

The city commission shall, immediately upon this Act [article] becoming a law, appoint five (5) members to the Palatka Gas Authority, two of whom shall serve until the first regular meeting of the city commission in January of 1960, two of whom shall serve until the first regular meeting of the city commission in January of 1961, and one of whom shall serve until the first regular meeting of the city commission in January 1962. After the aforesaid initial appointment for the terms aforesaid the city commission shall appoint, at the first regular meeting of the city commission in January of each year, such members as are necessary to fill expiring terms, each appointee to serve a term of the (3) years.
(Laws of Fla., ch. 59-1679, § 3)

Sec. 154. Qualifications of members; forfeiture of office for designated causes; filling of vacancies resulting from disqualification.

Every person appointed as a member of said authority shall, at the time of the appointment, be a qualified elector of the City of Palatka, or the record owner of property within the City, and any member of the authority who ceases to possess any of the qualifications herein specified shall immediately forfeit his office and the city commission shall fill the vacancy so created in the manner provided in this Act [article]. No Person who is otherwise employed by the city or who holds any other office in the city, whether elected or appointed, shall be eligible for appointment as a member of the authority, and any member of the authority who becomes otherwise employed by the city or is elected or appointed to any other office in the city shall immediately forfeit his office as a member and the city commission shall fill the vacancy so created in the manner provided in the Act [article].
(Laws of Fla., ch. 59-1679, § 4)

Editor's note-A phrase in the above section requiring that authority members be property owners has been deleted in light of cases such as City of Phoenix V Kolodziejski, 399 U.S. 209 (1970), Hill v. Stone, 421 U.S. 289 (1975) and Turner v. Fouche, 396 U.S. 346 (1970), holding similar provisions unconstitutional.

Sec. 155. City manager ex-officio member without voting privileges; reports to commission.

The city manager of the City of Palatka shall be an ex-officio member of said authority and shall attend its meetings, but shall have no vote in the proceedings of said authority. He shall make such reports to the city commission concerning the authority as shall be required by the city commission.
(Laws of Fla., ch. 59-1679, § 5)

Sec. 156. Annual organizational meeting; election of officers.

After their appointment the first members of the authority herein provided for shall meet and organize. At such meeting the members shall choose from their number a president and they shall also choose a secretary, who may but need not be a member of the authority. Thereafter said officers shall be elected by the members of the authority at an annual meeting to be held during the month of January of each year and within seven (7) days after the first regular meeting in January of the city commission.
(Laws of Fla., ch. 59-1679, § 6)

Sec. 157. Appointment of new members; filling vacancies; compensation of members.

The city commission shall, by a majority vote, appoint all new members of said authority, and all vacancies shall be filled in like manner. The members of the authority shall receive such compensation as may be fixed by the city commission for that purpose, and which may be changed from time to time by amendment of such ordinance.
(Laws of Fla., ch. 59-1679, § 7)

Sec. 158. Removal of members; procedure for appeal of removal to board of arbitrators; selection of board.

The city commission may, for cause, remove any member of the authority within the term for which he shall have been appointed, after giving to such member a copy of the charges against him and an opportunity to be heard in his defense. If after such hearing the city commission shall remove such member the member so removed may appeal such removal to a board of arbitrators in the following manner:

(a) *Notice to city commission of appeal; selection of one arbitrator by removed member.* The member so removed shall send to the city commission a written notice of appeal so that the same shall reach the city clerk prior to the next regular meeting of the city commission, which notice shall name one arbitrator selected by such removed member. The city clerk shall read such notice to the city commission at the said next regular meeting of the city commission.

(b) *Selection of an arbitrator by city commission; notice to removed member*

of selection. The city commission shall, at its regular meeting following the meeting at which such notice of appeal is read by the city clerk, select one arbitrator and immediately notify the removed member in writing of the arbitrator so selected.

(c) *Selection of third arbitrator by two previously selected, or judge of circuit court in case of disagreement.* The two arbitrators so selected shall then meet, within ten (10) days after the appointment of the arbitrator by the city commission, and jointly select a third arbitrator. In case the two arbitrators first selected cannot agree, then the third arbitrator shall be appointed by the judge of the circuit court for Putnam County, Florida.

(d) *Hearing within certain time for review of removal*. Within ten (10) days after the selection of the third arbitrator the three arbitrators shall meet and review the removal, at which time the city commission, or its authorized representatives, and the removed member may present charges and defenses.

(e) Decision of board final; nonreviewable; notice to city manager and removed member. The three arbitrators shall render a decision, by majority vote, either determining that there is just cause for removal and confirming the removal or reinstating the removed member, and shall notify the city manager and the removed member in writing of their said action, within ten (10) days after such meeting for review, and the decision of the arbitrators shall be final and nonreviewable.

(Laws of Fla., ch. 59-1679, § 8)

Sec. 159. Regular and special meetings.

Regular meetings of the authority shall be held at such times and such places as the members shall determine. The president of the authority, or two (2) members of the authority, may call special meetings of the authority upon written notice to each member, served personally, or left with some member of his family above the age of fifteen years, at his usual place of residence, provided, however, if for any reason such notice cannot be served as herein provided, and there is present a majority of the members of the authority, such members shall meet in accordance with the call and record in the minutes the reason for not serving the notice herein provided for.

(Laws of Fla., ch. 59-1679, § 12)

Sec. 160. Quorum for meetings; presiding officer.

Three (3) members of the authority shall constitute a quorum at any meeting. The president of the authority shall preside at all meetings of the authority; provided, however, that the members of the authority may designate one of their number to reside in the absence of the president and to call special meetings when the president shall be absent or unable to call such meetings.

(Laws of Fla., ch. 59-1679, § 13)

Sec. 161. Minutes of meetings required; meetings and records public.

A permanent record of the minutes of all meetings of said authority shall be kept, and all meetings of the authority shall be held open to the public, and all records, minutes and books of the authority shall be at all times open to the inspection of nay citizen of the City of Palatka.

(Laws of Fla., ch. 59-1679, § 14)

Sec. 162. Rules of procedure; resolutions adopting rules or regulations to be written; vote required for adoption of rules or regulation and establishing rates.

The authority shall determine its own rules of procedure and order of business; provided, however that all resolutions adopting or changing rules or regulations governing the use, control and operation of the gas system or systems and services shall be submitted in writing; provided further that the affirmative vote of three (3) members of the authority shall be necessary to

adopt any such resolution or to establish or change rates or charges for the use of the gas system or systems and services.
(Laws of Fla., ch. 59-1679, § 15)

Sec. 163. Powers of the authority.

The authority shall have the following powers and duties:

(a) *Management, operation, etc., of gas system plants without recourse to city commission.* The authority shall have full power and authority over the management, supervision and control of the gas system or systems and gas plants of the city and shall make all rules or regulations governing the use, control and operation of the said gas system or systems and gas plants, without the necessity of any approval by the city commission, notwithstanding the provisions of F.S. ch. 180.

~~(b)~~ *Rates and charges.* The authority is hereby given the full power and authority to establish just and equitable rates or charges to be paid to the city for the use of the gas system or systems and services by each person, firm or corporation whose premises are served thereby, notwithstanding the provisions of F.S. ch. 180.

(b)

(c) *Powers subject to requirements of revenue certificates.* The powers conferred by this section upon the authority shall, however, be subject to any requirements which are now or may hereafter be imposed by revenue certificates which are now or may hereafter be issued by the city for the purchase, construction and extension of a gas system or systems, or any ordinances and resolutions adopted by the city for such purpose.

(Laws of Fla., ch. 59-1679, § 9)

Sec. 164. General manager — Appointment.

The authority shall by a majority vote appoint, subject to the approval of the city commission, a general manager who shall serve at the pleasure of the authority and shall be paid such salary or compensation as shall be determined by the authority, provided however that the city commission shall have the power to override the authority regarding the salary or compensation to be paid to the general manager upon a finding of just cause.~~city commission. Such appointment shall not take effect unless and until the city commission shall approve the same.~~
(Laws of Fla., ch. 59-1679, § 16)

Sec. 165. Same—Powers and duties.

The general manager shall have the following powers and duties:

(a) To appoint or employ all subordinate officers and employees of the city for the purpose of said gas authority. All officers and employees of the authority so appointed or employed by the general manager may be removed by the general manager.

(b) To manage, control and supervise the operation of the gas system or systems of the city under such rules and regulations as shall be prescribed by the authority.

(c) To attend all meetings of the authority and take part in the discussions, but having no vote.

(d) To recommend to the authority for adoption such measures as he may deem necessary or expedient in the interest of the efficient operation of the gas system or systems of the city.

(e) To perform such other duties as the authority shall prescribe.

(Laws of Fla., ch. 59-1679, § 17)

Sec. 166. Administration and application of revenues ~~of gas systems~~.

All revenues derived and obtained from the operation of the gas system or systems of the city shall be administered and applied only for the purposes and in the manner following:

(a) *Payment into funds for purposes required by terms of revenue certificates.* There shall be paid into

such funds or accounts and for such purposes as may be required by the terms of revenue certificates which are now or may hereafter be issued for the purpose of financing the cost of acquiring and constructing a gas system or systems, and/or as may be required by ordinances and resolutions adopted by the city in connection therewith, such portions of the revenue of the said gas system or systems as may be required to be so paid by said revenue certificates, ordinances and resolutions, until such time as all of said revenue certificates have been paid in full.

(b) In the event the authority is assigned the task by the City to collect, account for, and/or distribute revenue attributable to and/or generated by any City function other than the operation of the authority ("unrelated revenues"), the authority shall account for and track all such unrelated revenues separately and apart from revenues generated by the operation of the authority. If required by applicable auditing standards, or by City directive, the authority shall also keep all non-related revenues in bank account or accounts which are separate and apart from the accounts into which revenues generated by the authority are deposited and maintained. Within 30 days after the end of each calendar month, the authority shall transfer to the City all non-related revenues collected by the authority during the calendar month which just ended.

(c) ~~*Use of surplus moneys*~~*Transfers to the City*. Within 30 days following the end of each calendar month, beginning with the fiscal year 2016-2017, the Authority shall transfer to the City a base line of 5.9% of the gross revenues associated with the sale of natural gas. Any revenue of the gas system or systems remaining after making full provision for the requirements of sub-paragraph (a) of this section may be used by the city for any other municipal purposes; provided, however, that the city shall make provision for a reasonable reserve for the cost of operating, maintaining and repairing the gas system or systems and paying the cost of extensions, enlargements or additions to or replacement of the capital assets of said gas system or systems, prior to appropriating such revenue to other municipal purposes.

(Laws of Fla., ch. 59-1679, § 10)

Sec. 167. Expenditures in connection with gas system or systems to be made solely from revenues thereof.

All revenues derived and obtained from the operation of the city's gas system ~~or systems of the city~~ shall be kept separate and apart from other money of the city, and the city commission or other officers of the city, shall not, under any circumstances, transfer any other money or revenues of the city to use of or for the gas system or systems, or accounts in connection with such gas system or systems in excess of the amounts received by the city from the operation of the gas system, for any purpose whatsoever. All expenses of the operation, maintenance and repair of the gas system or systems, all costs of extensions, enlargements or additions to or replacement of the capital assets of such gas system or systems, all principal and interest on revenue certificates, issued for the purchase and construction of a gas system or systems, and all other costs or expenses of any other kind of the said gas system or systems, shall be paid for solely from the revenues of the city's gas system ~~or systems of the city~~.

(Laws of Fla., ch. 59-1679, § 11)

Sec. 168. Reports.

The authority shall submit to the city commission such reports of its activities at such times and in such detail as the city commission may require.

(Laws of Fla., ch. 59-1679, § 18)

Sec. 169. Act not to deprive city of existing powers.

Nothing herein contained shall be construed to deprive the City of Palatka or any of its officers of any powers and duties under special acts or general laws of the state, except such as are clearly inconsistent with this Act [article], and where not otherwise provided for herein the provisions of the special acts constituting the charter of the city shall apply.

(Laws of Fla., ch. 59-1679, § 19)

Sec. 170. City may supplement provisions by ordinance or resolution.

The city may supplement this Act [article] by the adoption of ordinances and resolutions not inconsistent herewith wand may adopt ordinances providing for the enforcement of this act and prescribing penalties for violation of its provisions.
(Laws of Fla., ch. 59-1679, § 20)

Sec. 171. Act not to prejudice revenue certificates.

Nothing herein contained, except sections 10 and 11 [sections 166 and 167 of this article], shall affect the terms and provisions of revenue certificates which may be issued by the City of Palatka for the purchase, construction and extension of gas system or systems, or any ordinances and resolutions adopted by the city for such purpose. Sections 10 and 11 hereof [sections 166 and 167 0f this article] shall, however be effective notwithstanding the provisions of any such revenue certificates, ordinances or resolutions.
(Laws of Fla., ch. 59-1679, § 21)

CITY COMMISSION AGENDA ITEM

SUBJECT:
REQUEST to amend Contract for Purchase and Sale between City of Palatka and Riverfront Development Group, LLC - Joseph C. "Corky" Diamond, Manager, Riverfront Development Group - ***Tabled on 2/11/16 to a time certain of 2/25/16***

SUMMARY:
Mr. Diamond has submitted a request and proposal for an Amendment #1 to the Contract for Purchase and Sale between City of Palatka and Riverfront Development Group, LLC, for purchase and development of what is commonly known as the 100 Block, bordered by St. Johns Avenue, 2nd Street and Reid Street. This request has come before the commission on 1/14/16, 1/28/16 and 2/11/16.

Michael Woodward, attorney for Mr. Diamond, appeared before the Commission on 2/11/.16 and requested this item be tabled to a time certain of February 25 in order to allow time to finalize Mr. Diamond's draft proposal for a contract amendment.

The proposed amendment and Mr. Holmes' transmittal email follow this Summary.

RECOMMENDED ACTION:
Discussion and possible action concerning Mr. Diamond's request to amend the Contract for Purchase and Sale of the "100 Block" property.

ATTACHMENTS:

Description	Type
Proposed Amendment #1 to Contract	Discussion
Original Contract for Purchase and Sale 8/1/13	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	2/18/2016 - 11:27 AM
City Clerk	Driggers, Betsy	Approved	2/18/2016 - 11:27 AM

Betsy Driggers

From: Terry K. Suggs
Sent: Wednesday, February 17, 2016 11:29 AM
To: Betsy Driggers
Subject: FW: Diamond Contract Amendment
Attachments: FIRST AMENDMENT TO AGREEMENT 11 FEB 2016.doc

From: Donald Holmes [mailto:holmes@holmesandyoung.com]
Sent: Thursday, February 11, 2016 12:00 PM
To: James Norwood; Terrill Hill; Justin Campbell; Mary Brown; Rufus Borom
Cc: Terry K. Suggs
Subject: Diamond Contract Amendment

Mayor and Commissioners

Attached please find a proposal from Mr. Diamond's attorney (Michael Woodward) resulting from recent conversations between he, Mr. Diamond, Mr. Suggs , and myself. The text "highlighted" in yellow, contains my suggested modifications to the draft Mr. Woodward prepared. Mr. Woodward has not commented upon the suggested changes.

The draft proposal from Mr. Woodward was received by me/Mr. Suggs at approximately 3 p.m. yesterday. I left my office for an out-of-town appointment minutes before it arrived. I reviewed the proposal upon my return this morning and made suggested changes.

Please understand that I am not at this time stating a position with regard to the adoption of the amendment proposed by Mr. Diamond's attorney. My suggested modification of the document was designed to make the language MORE acceptable than would otherwise be the case. Neither I or Mr. Suggs, to the best of my knowledge, has communicated any position to Mr. Diamond or his attorney regarding the acceptability of the proposed amendment (other than my suggested changes).

From my perspective, the acceptance or rejection of Mr. Diamond's proposal will be a "policy decision" to be made by the elected officials rather than by me. Obviously there are many factors involved with risk assessment being only one. Terry advises that he will be in his office after about 12:30 today. If any of you wish to discuss the attached, or any other aspect of the matter, he advised that you should feel free to give him a call. I am conveying this because he had a prior commitment which began at about 11:30 and I offered to get this out to you to avoid delay.

Thanks
Don

Donald E. Holmes, Esq.
Holmes & Young, P.A.
222 N. 3rd St.
Palatka, FL 32177
(386) 328-1111
Fax: (386) 328-3003

TAX ADVICE DISCLOSURE: Pursuant to the requirements of Internal Revenue Service Circular 230, we advise you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of: (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

CONFIDENTIALITY NOTICE: The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of intended recipients. If

FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF PALATKA AND RIVERFRONT DEVELOPMENT GROUP LLC

This First Amendment to the Contract between The City of Palatka ("Seller") and Riverfront Development Group LLC ("Buyer") shall be effective as of the date fully executed by both parties.

Seller and Buyer previously entered into a Contract For Purchase and Sale dated effective August 1, 2013 (the "Contract").

Seller and Buyer now amend the terms of the Contract as set forth below:

1. Section 27.3 of the Contract, **Protection Of Seller Against Liens Incurred By Buyer**, is hereby amended and restated in its entirety and shall hereby be and read as follows:

> Pending closing, Buyer shall not take any action with respect to the property that could result in the imposition of attachment of any lien or encumbrance to the property, including but not limited to mechanic's liens, liens for labor or material, or other. After closing, Buyer shall take all actions necessary to assure that no liens or encumbrances of any nature or kind attach to the property with the exception only of a mortgage which may pledge the property only to pay debt incurred by Buyer for the purpose of making physical and tangible improvements to the property which will result in an increase in value of the property equal to or greater than the amount of the mortgage.
>
> Buyer shall record an amended notice of commencement listing the Seller as an additional party to be served with all Notices to Owner, if any, that may be served by subcontractors or materialmen pursuant to section 713.06(2) of the Florida Statutes. Buyer shall obtain from Buyer's general contractor, Delray Ocean Estates North, Inc. ("Delray"), and shall provide to Seller, a written waiver in which Delray ~~prospectively~~ waives any and all rights Delray has or may come to have to place a lien on the Property, accruing from past, present, or future acts or actions. All contracting and purchasing for the project will be done via Delray, not directly by Buyer as owner, thus ensuring that no subcontractor or materialman could perfect a lien without first having served a Notice to Owner.
>
> In the event that a Notice to Owner is served, Buyer shall immediately provide Seller with a copy of the relevant contract and any other documents that may be needed in order to ascertain the amount of the potential lien that could arise in the event that the subcontractor or materialman is not paid. Buyer will either (1) immediately preclude any

possibility of a lien arising by obtaining from the subcontractor or materialman a waiver and release; or (2) immediately place into escrow, with an escrow agent acceptable to Seller, sufficient funds to pay the entire amount of the potential lien, with instructions that the escrow agent shall disburse such funds only when and as directed by both Buyer and Seller in agreement.

The terms of this Amendment eliminate any requirement for Buyer to provide a letter of credit, notwithstanding any references to a letter of credit elsewhere in the Contract.

Buyer's failure to perform in compliance with the terms of this Amendment shall constitute a material breach of the Contract, upon the occurrence of which Buyer shall, upon demand by Seller, immediately reconvey the Property to Seller as provided under the terms of Section 27.3.4 of the Contract. Such remedy shall be enforceable by an action for injunctive relief, in which the prevailing party shall be entitled to recover its attorney's fees and costs. In the event of default by Buyer such that Seller elects to repurchase the Property for the original purchase price, the repurchase price shall be reduced by the amount of any outstanding liens or potential liens.

2. Section 27.3.1 of the Contract is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Buyer shall, upon request, make available for inspection by Seller all such contracts, account records, and other documents and records as may be necessary in order for Seller to be assured at all times of Buyer's compliance with this Contract as amended.

3. Section 27.3.4 of the Contract is hereby amended and restated in its entirety and shall hereafter be read as follows:

In the event buyer has not, on or before two and one half (2 ½) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 1, Phase I" within the attached Exhibit "A," ~~and in the event Buyer has not suffered any lien, mortgage or other encumbrance to attach to said Area 1, Phase I within said time~~, then Seller shall have the option of repurchasing the entire property at the purchase price originally paid by Buyer, or, if applicable, at the reduced purchase price described at section 27.3 above. Seller shall notify Buyer of Seller's desire to exercise this option not later than twenty-nine (29) months after closing, and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase,"

including the cost of owner's policy of title insurance, shall be equally divided between the parties.

IN WITNESS WHEREOF, the parties have executed this Contract Amendment as of the date indicated below.

SELLER: CITY OF PALATKA

(Seal)

BY:_____
Terry K. Suggs, CITY MANGER

Date:_____, 2016

ATTEST:

_____
Betsy J. Driggers, CITY CLERK

BUYER: RIVERFRONT DEVELOPMENT GROUP, LLC

WITNESS:

_____
Print Name:_____

BY:_____
Joseph C. Diamond, Manager

Date:_____, 2016

WITNESS:

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me , an officer duly qualified to take acknowledgements, personally appeared Joseph C. Diamond, who is the Manger of Riverfront Development Group, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 2016.

_____
Notary Public, State of Florida

My Commission Expires:
(Seal)

CONTRACT FOR PURCHASE AND SALE

This Contract for Purchase and Sale (hereinafter referred to as the "Contract") is made and entered into by and between the **CITY OF PALATKA** (hereinafter referred to as the "Seller"), 201 North Second Street, Palatka, Fl., 32177, and **RIVERFRONT DEVELOPMENT GROUP LLC** or designee (hereinafter referred to as the "Buyer"), 329 River Street, Palatka, Fl., 32177.

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. The following terms when used in this Contract for Purchase and Sale shall have the following meanings:

1.1 Acceptance Date. If this Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, on or before August 10, 2013, this Contract shall be withdrawn and held for naught. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

1.2 Attorneys' Fees. Reasonable fees and expenses charged by an attorney for his or her services rendered including but not limited to both trial and appellate levels, if applicable.

1.3 Broker. None

1.4 Business Day. Any day excluding Saturdays and Sundays and legal holidays

1.5 Buyer's Intended Use of the Property. Mixed-Use. The permissible uses of the property are further defined and set forth at paragraph 27 hereof.

1.6 Cash to Close. The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments herein set forth and delivered in the manner described in Section 1.18 hereof.

1.7 Closing. The delivery of the executed Closing Documents described in Sections 10 and 11 concurrently with the delivery of the parties' closing costs to Closing Agent and delivery of the Purchase Price (as described in Section 1.18 below) to Seller.

1.7.1 Closing Agent. Seller's Attorney

1.7.2 Closing Date. Notwithstanding any other provision of this Contract, the earlier of; (1) sixty (60) days after Buyer notifies Seller in writing of Buyer's readiness to close; or (2) three hundred sixty (360) days from the effective date, with the provision

that additional time shall be allowed for seller to "cure" any title defects discovered as is further provided in other terms of this document.

1.8 Deposits. A deposit to be refundable or non-refundable

1.9 Effective Date. The date when the last one of Buyer, and Seller has signed this Contract.

1.10 Governmental Authority(ies). Any federal, state, county, municipal or other governmental department, entity, authority, water district board or authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.11 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

1.12 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, PCB or PCB - contaminated materials, asbestos or asbestos-containing materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirement.

1.13 Investigation Period. The period of time beginning on the Effective Date and ending three hundred days (300) thereafter at 4:59 p.m. eastern time. However, in the event Seller does not deliver the documents set forth in Section 5.1 within five (5) days after Buyer has requested same, the Investigation Period will be extended day for day for each day until said documents have been delivered to the Buyer.

1.14 Property. That certain real property referred to as "The Property", more particularly described on **Exhibit "A"** attached hereto. It is agreed that the City of Palatka has drafted a sketch of the property which is attached as Exhibit "A". It is further agreed that the City will deliver a professionally engineered survey, prepared by a surveyor licensed in the State of Florida, which accurately describes the property depicted in the attached Exhibit "A".

1.15 Permitted Exceptions. The title exceptions set forth in **Exhibit "B"** attached hereto, which Seller may supplement during the Investigation Period which supplement must be approved by Buyer.

1.16 All recorded documents pertaining to the property and any other documents or records within the possession, custody, or control of Seller which pertain to the property.

1.17 Property Rights. Any and all permits, authorizations and approvals with respect to the Property issued by Governmental Authorities and/or private utilities company, if any, in accordance with Governmental Requirements, including but not limited to the application for permit for any construction on the Property, density rights, mitigation credits and concurrency.

1.18. Purchase Price. The Purchase Price is one hundred fifty thousand dollars ($150,000.00) and shall be delivered as follows:

(a) All of Buyer's closing costs shall be due and payable in full on the day of closing.

(b) All remaining funds due from buyer hereunder, after payment of the buyer's closing costs as described in paragraph (a) above, shall be paid at Closing by wire transfer, certified check or draft made payable to the City of Palatka.

At Closing, Buyer shall deliver to the Closing Agent Buyer's closing costs as described in Section 13.3 and (iii) Buyers additional payment as described in section 1.18 via wire transfer or delivery of cashiers or bank check to the trust account of the Closing Agent.

1.19 Seller's Address.
201 North Second Street
Palatka, Fl., 32177

1.20 Seller's Attorneys.
Donald E. Holmes, Esq.
222 North Third Street
Palatka, Fl., 32177

1.21 Title. Fee simple marketable title to the Property subject to the Permitted Exceptions.

1.22 Title Company. American Pioneer Title Co., Attorneys' Title Insurance Fund, Inc., Chicago Title Insurance Company or First American Title Insurance Company or company of equivalent status (hereinafter referred to as the "Title Company to be mutually approved in advance by the Buyer and Seller.

1.23 Title Insurance. As defined in Section 4.

1.24 Title Policy. An ALTA Owner's Title Insurance Policy issued by the Title Company in the amount of the Purchase Price, insuring Buyer's Title to the Property.

2. **Purchase and Sale.** Seller agrees to sell and convey Title to Buyer and Buyer agrees to purchase and acquire all of Seller's ownership interest in the Property on the terms and conditions hereinafter set forth.

3. **Purchase Price.** The Purchase Price shall be paid as follows: The Purchase Price as described in section 1.18 shall be paid by wire transfer or delivery of cashier's or teller's check into Closing Agent's trust account.

3.1 Cash to Close. The Cash to Close shall be paid to the Closing Agent in accordance with the closing procedure hereinafter set forth.

4. **Title.**

4.1 Marketable Title to Property. With the exception of the Permitted Exceptions and development requirements (inclusive of on-site and off-site improvements) imposed by Governmental Authorities, marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law.

4.2 Title Insurance and Survey. The Title Agent shall, at Buyer's sole expense, deliver to Buyer the Title Company's Owner Insurance Commitment (the "Title Insurance Commitment") within twenty (20) days after the expiration of the investigation period, or within twenty (20) days after Buyer's written notification to Seller of Buyer's readiness to close, whichever is earlier, provided however the failure of such condition shall not be a default by Seller.

4.3 Objections to Title. After receiving the Title Insurance Commitment, Buyer shall, within 10 days, notify Seller in writing of any matters rendering title unmarketable. Seller shall then make a reasonable effort to cure any defects which render the title unmarketable without unreasonable delay. Seller shall be allowed sixty (60) days from receipt of Buyer's notice of title defects to cure same. If Seller fails to remove the Title Defects within the allotted time" the Buyer shall have the option of (i) closing this transaction and accepting title as it then is; or (ii) canceling this Contract and receiving from the Seller a refund of the Deposit, if any; thereupon, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

5. **Investigation Period.**

5.1 Buyer's Investigation of the Property. Within five (5) days of the effective date, Buyer shall request any document pertaining to the property within Seller's possession, custody, or control which Buyer desires to examine as part of Buyer's investigation of the property. Buyer shall identify the document being requested and shall make the request in writing. Seller shall then provide any requested document that is within Seller's possession, custody, or control within five (5) days. Documents that are recorded within the official records of Putnam County, Florida, shall not be

considered to be within Seller's possession, custody, or control, as they can be as readily accessed by Buyer as by Seller. During the "Investigation Period", Buyer may make investigation of the Property in order to ascertain the Property's condition and feasibility for Buyer's Intended Use of the Property consisting of, but not limited to, the review and inspection of all public records inclusive of title examination and may enter upon the Property to make all investigations of the condition of the Property which Buyer may deem necessary, including but not limited to: soil borings; percolation tests; health and sanitary investigation; engineering and drainage studies; development studies; environmental audits; topographical studies; market studies; investigations of zoning and permitted uses of the Property; the availability of utilities; existence of moratorium(s); radon inspections; survey(s); all of which investigations shall be undertaken at Buyer's sole cost and expense. After completing its investigation of the Property, Buyer shall, at its sole cost and expense, repair any damage caused to the Property arising from the investigations. All investigations shall be conducted during normal business hours with twenty-four (24) hour prior notice to Seller and Buyer shall coordinate any on-site investigations of the Property with Seller. All information obtained by Buyer during the Investigation Period and thereafter until Closing shall be kept confidential except for disclosures to such professionals, joint venture partners and lenders as may be required in connection with Buyer's investigation and acquisition of the Property or as otherwise required by law. If Buyer elects to terminate this Contract during the Investigation Period as expressly permitted in this Contract, then it shall immediately deliver to Seller without warranty the Property Records received from Seller plus copies of all geotechnical or environmental reports and any other tests and studies pertaining to the Property which are possessed by and available to Buyer. In the event Buyer terminates this Contract, Buyer shall provide at no expense copies of any and all reports prepared by Buyer or its agents. Notwithstanding prior termination of this Contract by Buyer, the Deposit or such portion thereof to which Buyer is entitled, if any, shall be held until Seller is reasonably satisfied that Buyer has met its obligation under this Section 5.

5.2 Financial Feasibility/Marketing. Within the investigation period, Buyer shall take all actions which Buyer, in Buyer's sole opinion, deems necessary to determine, in Buyer's sole discretion, the financial feasibility of Buyer's purchase of the property. Said actions shall be considered part and parcel of Buyer's investigation of the property. However, Buyer is not authorized to make any representation of any kind or nature whatsoever on behalf of or binding upon Seller, other than what is specifically contained within this contract, unless specifically authorized by Seller in writing.

5.3 Payment of Agents and Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including reasonable Attorneys' Fees, for nonpayment for services rendered to Buyer, and for construction liens, or for bodily injury and loss of life to persons or damage to property, to the extent that such liens, injury, loss of life or damage arises out of Buyer's and/or Buyer's agents conducting its investigation of the Property. This provision shall survive the Closing or termination of this Contract.

5.4 Buyer's Right to Terminate. In the event that Seller is unable to provide clear title at Closing, and or in the event that Buyer's investigation of the Property during the Investigation Period is unsatisfactory to Buyer, in Buyer's sole discretion, for any reason, or no reason whatsoever, Buyer shall notify Seller in writing and be entitled to terminate this Contract, whereupon, Closing Agent shall immediately return to Buyer the Deposit, if any, deposited in accordance with the provisions contained in this Contract, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

5.5 Expiration of Investigation Period. Upon the expiration of the investigation period, and unless the parties have mutually consented to extend same (consent which either party may withhold in their sole and absolute discretion), this contract, and all of buyer's rights hereunder, shall terminate unless, not later than thirty (30) days prior to said expiration, Buyer shall have notified Seller in writing of Buyer's intent to close this transaction in accord with the terms contained herein. In the event Buyer does not notify Seller of Buyer's intent to close, upon the expiration of the investigation period, each party shall be relieved of all further obligations otherwise arising under this contract except those which by their terms were intended to survive .

5.6 Restore Property. In the event this Contract does not close through no fault of the Seller, Buyer shall restore the Property to its original condition, if changed due to the tests and inspections performed by Buyer (ordinary wear and tear excepted).

6. Seller's Representations.

6.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date, subject to any extensions, as follows:

6.1.1 Title. As of Closing, Seller shall be the owner of marketable title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions, and encumbrances of record which will be paid and removed at Closing.

6.1.2 Litigation. All actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened against the Seller or Property, relating to the Property or the Seller's interest in the Property must be settled and or terminated subject to the Buyers acceptance.

6.1.3 No Condemnation Pending or Threatened. Seller has no knowledge of any pending, threatened or contemplated condemnation or similar proceeding affecting the Property or any portion thereof.

6.1.4 Hazardous Material. To Seller's knowledge, the Property has not, during Seller's ownership, or during any affiliate of the Seller's ownership, of the Property, been used by Seller for the use, generation, treatment, release, discharge, handling, storage,

transportation or disposal of Hazardous Material, except as permitted by Governmental Authority provided said use does not require any clean-up. To Seller's knowledge, no notification of release of a Hazardous Material has been received by Seller and none has occurred on the Property. To Seller's knowledge, the Property is not listed or formally proposed for listing pursuant to any Governmental Requirement. To Seller's knowledge, no above-ground or underground storage tanks are present on the Property.

6.1.5 Parties in Possession; Rights of Others. There are no parties other than Seller or lessees disclosed to Buyer in possession of any portion of the Property and there shall be no parties in possession of the Property at Closing. At Closing, there shall be no tenants or other users. No person or entity other than the Buyer has (a) any right or option to acquire or purchase all or any portion of the Property, or any right of first offer or right of first refusal to acquire or purchase all or any portion of the Property, or (b) any leasehold, tenancy or other interest or right of occupancy in or with respect to all or any portion of the Property. Seller shall not have the right to lease the Property to any other party than Riverfront Development Group LLC during the pendency of this Contract.

6.1.6 Seller's Existence. Seller has full power and authority to sell the Property and to comply with the terms of this Contract.

6.1.7 Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction hereby contemplated are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms. Seller herby agrees to the terms contained in this contract. The individual signing on behalf of the Seller has the authority to sign on behalf of the Seller.

6.1.8 Legal Use. To Seller's knowledge, neither Seller nor the Property violates any law, rule, regulation or order with respect to its current use.

7. Affirmative Covenants.

7.1 Seller's Affirmative Covenants.

7.1.1 Acts Affecting Property. Seller will refrain from (a) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions and requirements of the Governmental Authorities except any mortgage which may be repaid from this closing payment; and (b) committing any waste or nuisance upon the Property.

7.1.2 Maintenance of Property. Until Seller and any other users vacate the Property at Closing, the Property will be kept in the condition existing as of the Effective Date, ordinary wear, tear and obsolescence excepted and other than the operation of this Property in the normal course of Residential, commercial and retail activity. Seller

will observe all Governmental Requirements affecting the Property until the Closing Date.

7.1.3 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees, at Sellers sole cost and expense and at no cost to Buyer, to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as may be necessary to transfer the Seller's interest in the Property and ~~the~~ any existing Governmental Approvals to Buyer without incurring any additional obligation on the part of Buyer.

8. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

8.1 Buyer's Existence. Buyer will be in good standing and qualified to do business under the laws of the State of Florida, and Buyer has full power and authority to purchase the Property and to comply with the terms of this Contract.

8.2 Authority. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

9. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

9.1 Governmental Approvals. Buyer shall have the exclusive right to apply to obtain approvals, if necessary, of Buyer's Contemplated Improvements on the Property. Buyer's Contemplated Improvements on the Property shall be made at the Buyers sole discretion and cost.

9.2 Seller's Performance and Compliance with Covenants. Seller shall have performed all of its obligations hereunder which are necessary to convey Title to Buyer as herein provided.

9.3 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents to be delivered to Buyer by Seller at the Closing pursuant to this Contract.

9.4 No Prior Termination. This Contract shall not have been previously terminated pursuant to any other provision hereof.

9.5 Satisfaction of Other Conditions. All conditions to Closing otherwise contained in this Contract shall have been satisfied.

9.6 Status of Title. The status of Title to the Property shall be as required by this Contract.

9.7 No Material Changes. There shall have been no material change in any of the following conditions of or affecting the Property not caused by Buyer or its contractors, employees, affiliates or other related or similar parties, that have occurred after the Investigation Period or occurring in ordinary course of the residential, commercial and retail use of the Property and which would require environmental remediation: (a) any dumping of refuse or Hazardous Material on the Property; and (b) status of title. If there is such a material change, then Buyer may terminate this Contract and Seller shall pay Buyer the Deposit, if any, and thereafter this Contract shall be of no further force or effect on the parties.

10. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Seller's Attorneys or its designee.

10.1 Seller's Closing Documents. ("Seller's Property Closing Documents"). At Closing, Seller shall deliver the following documents:

10.2 Title Conveyance Documents. (a) Special Warranty Deed; (b) Certificate of Non-Foreign Status; and (c) assignment of all Property Rights and Property Records, any existing Governmental Approvals and all of Seller's right, title and interest in all plans, deposits and all other payments to any Government Authority in connection therewith, if any.

10.2.1 Seller's No Lien Affidavit.

10.2.2 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and proration between Buyer and Seller, and the net Cash to Close due Seller. Buyer shall have no less than 48 hours to review the Closing Statement.

10.2.3 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

10.2.4 Pre-Closing Delivery. Copies of Seller's Property Closing Documents shall be delivered to Buyer's Attorney for review not less than ten (10) days prior to the Closing Date.

10.2.5 Other Documents for Closing. Seller shall provide all documents as reasonably required by the Title Company

11. Buyer's Closing Documents.

11.1 Authorizing Resolutions. Certificates and/or affidavit of resolutions or otherwise in form and content as Seller may reasonably request evidencing Buyer's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

11.2 Other Documents for Title Company. Buyer shall provide other documents reasonably required by the Title Company.

11.3 Certificate of Good Standing. Certificate of Good Standing for Buyer.

12. Closing Procedure. The Closing shall proceed in the following manner:

12.1 Transfer of Funds. Buyer shall pay the Cash to Close to the Closing Agent.

12.2 Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, and Seller shall deliver Seller's Closing Documents, to Closing Agent.

12.3 Disbursement of Funds and Documents. On the Closing Date, once all of Buyer's Closing Documents and Seller's Closing Documents and Cash to close are received by the Closing Agent, then Closing Agent shall disburse the Cash to close, and Closing Agent shall deliver Buyer's Closing Documents to Seller and the Seller's Closing Documents to Buyer.

13. Proration and Closing Costs.

13.1 Proration's. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

13.1.1 Taxes. Real estate and personal property taxes shall be prorated on the following basis:

(a) If a tax bill for the year at Closing is available, then proration shall be based upon the current bill.

(b) If the assessment for the year is available, but not the actual tax bill, then proration shall be based upon the assessment and the TRIM Notice.

(c) If neither the current tax bill nor the current assessment is available, then proration shall be based upon the prior year's tax bill.

(d) In all events proration shall include the maximum discount for early payment of taxes.

13.1.2 Other Items. All other income and expenses of the Property shall be prorated or adjusted in accordance with this Contract.

13.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefore. All other prorations and adjustments shall be final. This provision shall survive the Closing.

13.3 Buyer's Closing Costs. Buyer shall pay for the following items in addition to Buyer's Costs prior to or at the time of Closing:

Title Insurance
Recording of Deed
Buyer's Attorney's Fee

13.4 Seller's Closing Costs. Seller shall pay for the following items in addition to Seller's Costs prior to or at the time of Closing:

Sellers Survey
Obtaining and Recording of (if required) Corrective Instruments
Documentary Stamps on Deed

14. Possession. Buyer shall be granted full possession of the Property at Closing free from Seller, tenants, occupants and any other users except as provided in the Permitted Exceptions.

15. Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing which, in either case would result in the decrease of the area of the Property by more than 1%, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within five (5) Business Days after Seller's receipt of such notification. Should Buyer timely terminate this Contract pursuant to the provisions of this paragraph 15, the Deposit, if any, shall immediately be returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder.

16. Default.

16.1 Buyer's Remedies for Seller's Default. In the event that this transaction fails to close due to a refusal to close or default on the part of Seller, Buyer shall have the right to elect from one of the following options as Buyer's sole and exclusive remedy for Seller default:

16.1.1 Buyer may terminate the Contract, receive a return of the Deposit, if any, from the Seller, and the payment from Seller of Buyer's Costs reasonably incurred in anticipation of Closing, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract except for those obligations of Buyer that expressly survive termination of this Contract; or

16.1.2 Buyer may seek specific performance of the Contract.

16.2 Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, Seller shall have the right to receive and retain the Deposit paid by Buyer, if any, and the same shall be paid to the Seller as agreed-upon liquidated damages as its sole and exclusive remedy. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the Deposit paid or agreed to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision. Seller shall also have the right to all remedies available at law and in equity for the enforcement of Buyer's release, indemnity, defense and hold harmless obligations under this Contract.

17. Brokerage Commission. Each party represents to the other that there is not a third party brokerage commission due as of the effective date. It is agreed that if any other claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose alleged commitments form the basis of such claim. This provision shall survive the Closing or termination of this Contract. Seller consents to Closing Agent acting both as Seller's Attorney and as the Closing Agent under this Contract.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney and Seller's Attorney at their respective addressees set forth in Section 1 of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

19. **Assignment**. This Contract may not be assigned or delegated by Buyer to any person, firm or corporation without the prior written consent of Seller, which Seller may not unreasonably withhold. No assignment shall relieve Buyer or Riverfront Development Group LLC of their liability hereunder. For purposes of this paragraph, Seller's good faith belief that the assignment of this contract by Buyer will weaken the safeguards contained within this contract which are designed to assure to the extent possible that a development of the type described herein will be built and completed upon the property shall be deemed sufficient to justify Seller's refusal to consent to said assignment.

20. **INTENTIONALLY LEFT BLANK.** This paragraph is intentionally left blank.

21. **Signage.** Buyer is permitted to install signage, so long as same complies with all applicable codes and ordinances of the City of Palatka and any other regulatory authorities with jurisdiction over the property.

22. **Miscellaneous.**

23. **Counterparts.** This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

23.1 Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

23.2 Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.3 Attorneys' Fees. If any party prevails in a judicial proceeding against any other party by reason of breach of this Contract or in order to enforce any term thereof, reasonable Attorneys' Fees and costs shall be included in such judgment or paid by the losing party. This provision shall survive the Closing or termination of this Contract.

23.4 Governing Law. This Contract shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial, with venue in Putnam County, Florida.

23.5 Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. Unless incorporated herein, no discussion, correspondence, agreement, representation, warranty or understanding shall bind either party hereto. In proceeding with the purchase of the Property, Buyer shall rely solely upon Buyer's own, independent investigation of the Property and the provisions of this Contract. Except as otherwise expressly set forth, herein upon the Closing of this Contract and at all

times thereafter, the provisions of this Contract shall merge into the deed and bill(s) of sale and shall not survive the said Closing and Seller hereby expressly disclaims, and Buyer hereby releases Seller from, any and all representations and warranties, express or implied, relating in any way to the Property, including but not limited to any warranty provided under statutory or common law, such as but not limited to warranties regarding condition, habitability, merchantability and fitness of the Property for the Intended Use or any other or additional purpose, impact or permit fees to be incurred by Buyer, or the reliability, accuracy or completeness of any of the Property Records. This provision shall survive the Closing or termination of this Contract.

23.6 Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

23.7 Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

23.8 Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

23.9 Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

23.10 Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

23.11 Confidentiality. Except in the ordinary course of the Buyer's business in communicating with its consultants, auditors, attorneys, other professionals, and partners, and in connection with its application for approval from all Governmental Authorities, Buyer shall not disclose the Purchase Price and the terms of payment set forth in this Contract or any other provision contained herein to any other person, all of which will be treated as confidential. This provision shall survive the Closing or termination of this Contract. The parties agree and understand that Seller is a governmental entity bound by and subject to the disclosure requirements of Ch 119, Fl. Stat. , which defines and requires the disclosure of "public records".

24. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

25. Cure Period. In the event of default hereunder other than the delivery of the Deposit or Buyer's payment of the balance of the Purchase Price on the Closing Date, the non-defaulting party must give the defaulting party no less than ten (10) Business Days to cure same and only after the defaulting party's failure to cure could the defaulting party be held in default under this Contract, provided that this clause shall not apply to the time within which Seller shall be allowed to cure title defects of which seller is properly notified which subject is specifically addressed elsewhere herein.

26. Facsimile Signatures. Seller and Buyer hereby agree that facsimile copies of each party's signature on this Contract will be accepted as original execution hereof by such party.

27. Additional Terms. The provisions contained within paragraph 27 and all of its subparts shall survive closing and shall be binding upon Buyer or any person or entity to whom Buyer may assign this contract, or upon any person or entity to whom Buyer may transfer title to the property after Closing. The parties agree that this contract, or so much of it as is necessary to provide notice to actual or potential assignees or transferees from Buyer, may be recorded within the public records.

27.1 Development/Use Restrictions. Buyer and Seller agree that the property and the manner of its development is of critical concern to the Seller and Buyer because of the impact said development will likely have upon the surrounding property located within Seller's downtown and riverfront areas. Accordingly, Buyer and seller agree that Buyer's use of that portion of the property and the development of that portion of the property designated within Exhibit A as "Phase I" of "Area 1" ("Initial Development") shall be in accord with and consistent with those drawings, diagrams, and descriptions set forth within Exhibit "C" , attached hereto and incorporated by reference herein ("contemplated improvements"). The use of and development of "Phase II" of "Area 1" and of "Area 2" ("Subsequent Development") shall be in accord with drawings, diagrams, and descriptions to be provided to the Seller by the Buyer not less than six (6) months before development of these portions of the property is to begin ("Contemplated Improvements"). Seller shall have the absolute right, in its sole and unbridled discretion, to disapprove the use and specific development proposed by Buyer and depicted within the drawings, diagrams, and descriptions provided with respect to the Subsequent Development. In the event Seller disapproves the proposed Subsequent Development, Seller and Buyer shall confer in an attempt to address Seller's concerns or objections. Ultimately, Buyer shall not proceed with the Subsequent Development without Seller's approval of same. This term shall survive closing and shall in fact be memorialized in "covenants and restrictions" to be incorporated into the deed of conveyance. Said covenants and restrictions shall provide for the enforcement of same at the option of and by Seller and shall specify that the covenants and restrictions shall be effective and valid for a period of not less than fifty (50) years from the date of closing, thereby guaranteeing that the development of the property, including but not limited to all structures built upon the property and all uses of said structures and of the property shall be consistent with the drawings, diagrams, and descriptions set forth within Exhibit "C" and, as to the Subsequent Development,

approved by Seller before development is commenced, for a period of fifty (50) years following the date of closing unless Seller should agree to a modification of same. Nothing within this paragraph or within this contract shall be deemed as requiring Seller to consent to any modification of the approved permissible structures and uses at any time but instead Seller retains the right in its sole and absolute discretion to consider any request to modify the uses and structures permissible at the property.

27.2 Debris Removal During Investigation Period. Buyer and Seller agree that Seller may, at no expense to Buyer, conduct certain debris removal/clean-up at the property during the investigation period. It is not Seller's intent to make any structural improvements or alterations during the course of said operations. However, Buyer and Seller agree that in the event of any inadvertent damage or impact to the structures at the property occurring during the debris removal/clean-up process, Buyer shall hold Seller harmless for same. In the event such structural damage or impact occurs, Buyer may elect to terminate this contract in accord with Section 5.4 above but shall not otherwise assert any claim, demand, suit, or assessment against seller arising from seller's actions in conducting the debris removal/clean-up operation.

27.3 Protection Of Seller Against Liens Incurred By Buyer. Pending closing, Buyer shall not take any action with respect to the property that could result in the imposition or attachment of any lien or encumbrance to the property, including but not limited to mechanic's liens, liens for labor or material, or other. After closing, buyer shall take all actions necessary to assure that no liens or encumbrances of any nature or kind attach to the property with the exception only of a mortgage which may pledge the property only to pay debt incurred by Buyer for the purpose of making physical and tangible improvements to the property which will result in an increase in value of the property equal to or greater than the amount of the mortgage. The satisfactory completion of all physical and tangible improvements to the property undertaken by Buyer , or the satisfactory completion of any other action undertaken by Buyer which could legally result in the imposition of a lien (mechanic's or other) against the property, shall be "guaranteed" by an **IRREVOCABLE LETTER OF CREDIT** ("letter of credit") secured at buyer's expense from a bank approved by Seller and in an amount sufficient to guarantee the ultimate satisfactory completion of the work undertaken. Said letter of credit shall name Seller as beneficiary with standing to seek payment of same. For purposes of this paragraph, "satisfactory completion" shall mean the completion of the contemplated improvements, in a fashion which complies with the originally approved plans and specifications for said work .

27.3.1 The amount of the letter of credit shall be the larger of:1) 110% of the approved loan amount to construct the contemplated improvements to the property as reflected within the originally approved plans and specifications for the work or 2) the total of all liens and mortgages which Buyer in good faith anticipates will attach to and encumber the property through the satisfactory completion of the contemplated improvements to the property; or (3) the total estimated cost of the contemplated improvements to the property as reflected within the originally approved plans and specifications for the work but to include all engineering, design, and similar costs

necessary to the completion of the project.

27.3.2 In the event of a Buyer default hereunder after Closing, Seller shall be entitled to the following relief:

a) Buyer (or any entity or person to whom Buyer may have assigned this contract with Seller's consent) shall, within 10 days of demand, convey legal title to the property to Seller by Quit-Claim Deed. Buyer or Buyer's assignee shall not thereafter retain any interest, claim, or right to the property, its income, profits, or rents.

b) Seller shall receive the full proceeds of the letter of credit.

c) Seller shall first utilize the proceeds of the letter of credit to pay and satisfy any and all liens and mortgages which encumber the property , or make satisfactory arrangements with the holders of same to relieve Buyer from liability under same.

d) Seller shall next utilize the proceeds of the letter of credit to pay for the completion of the contemplated improvements to the property, or so much of same as the remaining proceeds from the letter of credit will permit.

e) Seller shall pay any remaining proceeds from the letter of credit (if any), after satisfaction of the terms set forth above, to Buyer or Buyer's assignee.

27.3.3 For purposes of this paragraph 27.3, Buyer's default shall be considered any of the following:

a) any failure of buyer to comply with the terms of any loan, mortgage, or contract entered by buyer with a third party and which results in the property becoming the subject of any any lien enforcement , foreclosure, or similar action which could result in the foreclosure of buyer's ownership interest in the property.

b) the failure of buyer, after the date of pledging the property as security for any debt or after the date of suffering any lien to attach to the property, to complete construction of the contemplated improvements within 24 months .

27.3.4 In the event Buyer has not, on or before two (2) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 1, Phase I" within the attached Exhibit "A", and in the event Buyer has not suffered any lien, mortgage, or other encumbrance to attach to said Area 1, Phase I within said time, then Seller shall have the option of repurchasing the entire property at the purchase price originally paid by Buyer. Seller shall notify Buyer of Seller's desire to exercise this option not later than twenty-three months (23) after closing and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase" , including the cost of owner's policy of title insurance, shall be equally divided between the parties.

27.3.5 In the event Buyer has not, on or before four (4)) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 2 and Phase I, of Area 1" within the attached Exhibit "A" , and in the event Buyer has not suffered any lien, mortgage, or other encumbrance to attach to said portion of the property within said time, then Seller shall have the option of purchasing said portion of the property from Buyer at a pro-rata share (based upon size of said portion as compared to the total size of the property) of the total purchase price reflected within this contract. Seller shall notify Buyer of Seller's desire to exercise this option not later than forty-seven (47) months after closing and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase," including the cost of owner's policy of title insurance, shall be equally divided between the parties.

27.4 Buyer To Provide Hold Harmless And Indemnification. The parties acknowledge that it is Buyer's desire to come about and upon the property pending closing for various purposes pertaining to Buyer's ultimate plans to market the property for sale. Buyer specifically acknowledges that Seller has and does hereby warn that the property is not in a good state of repair and that coming about or upon the property may be hazardous and may result in damage to property and/or personal injury or death. If Buyer, in spite of said warning, chooses to come about or upon the property pending closing, Buyer shall, before doing so, execute documents (hold harmless documents) in the form approved or prepared by Seller, which evidence Buyer's assumption of all risks (known or unknown, apparent or hidden) associated with Buyer's coming about the property and by which Buyer "holds Seller harmless" for any damages or injuries or death resulting from Buyer's coming about the property and by which Buyer agrees to indemnify Seller from any loss or expenses incurred by Seller, including attorney's fees and costs, as a result of Buyer's coming about or upon the property. Buyer shall not bring any person upon or about the property without first notifying Seller of Buyer's intent to do so and unless any/all people Buyer intends to bring about the property have first executed hold harmless documents in the form and substance approved or prepared by Seller and as further described above.

27.5. **WAIVER OF JURY TRIAL.** **THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS CONTRACT.**

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

SELLER: CITY OF PALATKA

(Seal)

By: _____
Michael J. Czymbor, CITY MANAGER

Date: August 1, **2013**

ATTEST:

_____
Betsy J. Driggers, CITY CLERK

BUYER: RIVERFRONT DEVELOPMENT GROUP, LLC

By: _____
Joseph C. Diamond, Manager

Date: August 1, **2013**

WITNESS:

_____
Print Name: Lisabeth Weber

WITNESS:

_____
Print Name: Christy Wilkinson

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **Joseph C. Diamond**, who is the **Manager** of **Riverfront Development Group, LLC,** to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 2013.

My Commission Expires:
(Seal)

BETSY JORDAN DRIGGERS
Commission # DD 959831
Expires March 15, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description is a combination of the below referenced parcels which encompasses "The Property" as described in Dick's map of Palatka MB2,P46,Block 2, Official records of Putnam County Florida.

- 101 Reid Street — Parcel # 42-10-27-6850-0020-0080
- 105 Reid Street — Parcel # 42-10-27-6850-0020-0010
- 111,117,119 N 2nd Street — Parcel # 42-10-27-6850-0020-0020
- 107,109 N 2nd Street — Parcel # 42-10-27-6850-0020-0040
- 105 N 2nd Street — Parcel # 42-10-27-6850-0020-0041
- 124 St Johns Ave — Parcel # 42-10-27-6850-0020-0050
- 113 N 2nd Street — Parcel #42-10-27-6850-0020-0030
  Parcel #42-10-27-6850-0020-0100

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes for the year of the effective date of the owner's title insurance policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.

2. Rights or claims of parties in possession not shown by the public records.

3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

4. Easements or claims of easements not shown by the public record.

5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

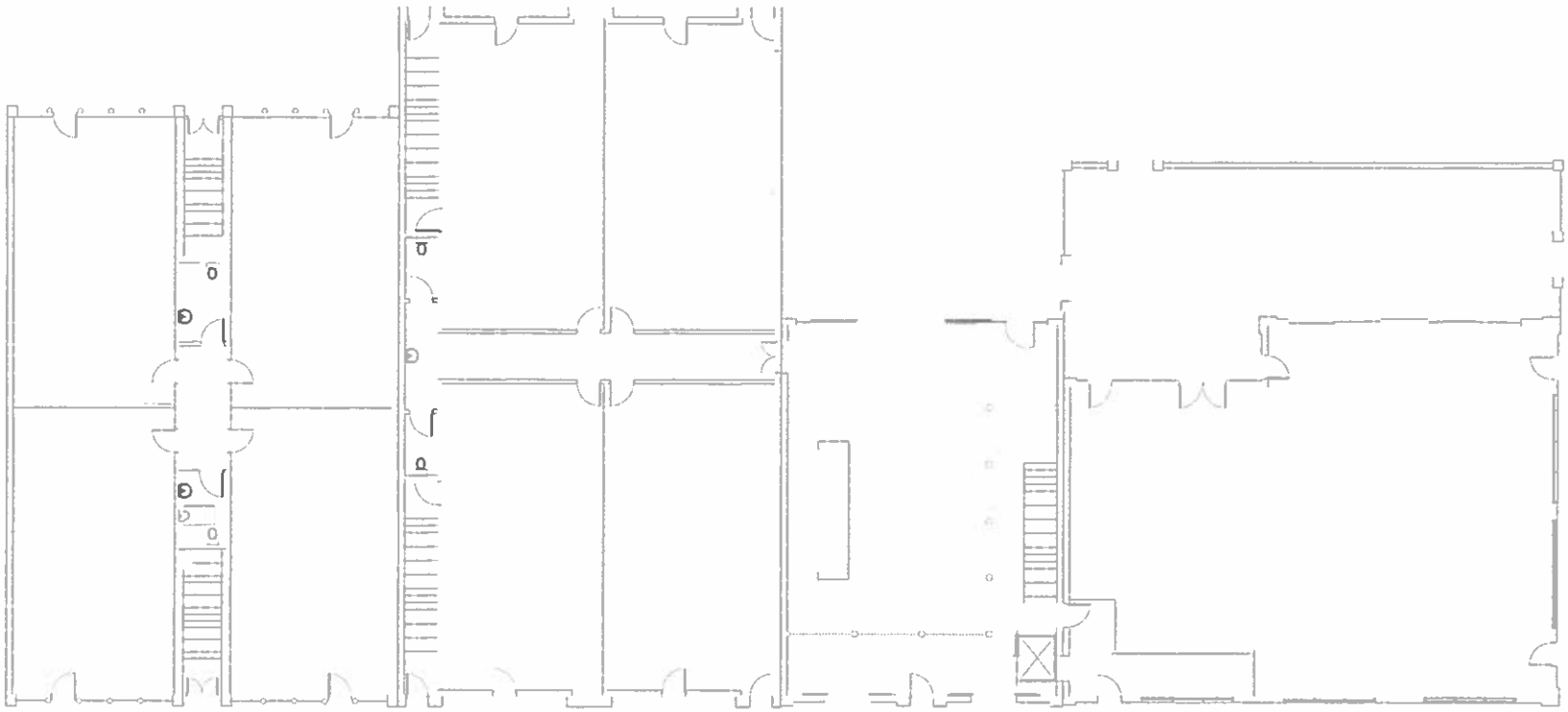
7. Title to personal property is not insured.

NOTE: The recording information contained herein refers to the Public Putnam County, Florida, unless otherwise specified.

Items 2 and 5 will be deleted at closing upon receipt of satisfactory affidavits from Buyer and Seller. Items 3 and 4 will be deleted at closing if the current survey, provided and paid for by Buyer, shows no encroachments, overlaps, boundary line disputes, easements not shown on the public records or other survey issues and is certified to Seller, Sellers attorney and title company

EXHIBIT "C"

page 1 of 4



THE WINEGAR

THE BAILEY

THE SHOW

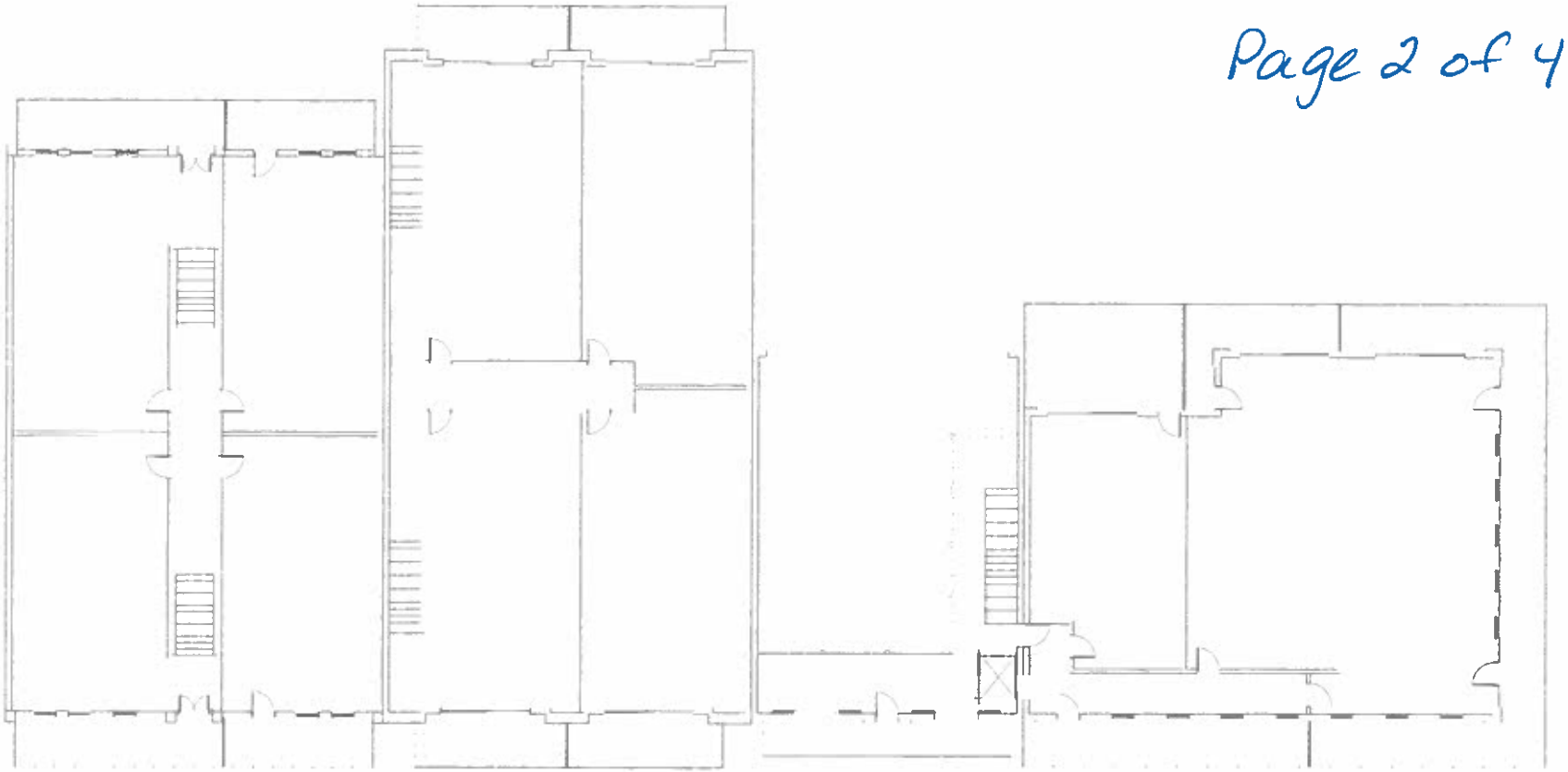
THE MORAGNE

1ST FLOOR USE - COMMERCIAL / RETAIL / RESTAURANT

1 THE CENTURY - CONCEPTUAL PLAN VIEW - 1ST FLOOR
1/16" = 1'-0"

EXHIBIT "C"

Page 2 of 4



THE WINCHEAR

THE BAILEY

THE SHOW

THE MORAGNE

2ND FLOOR USE - RESIDENTIAL

2 THE CENTURY - CONCEPTUAL PLAN VIEW - 2ND FLOOR
1/16" = 1'-0"

EXHIBIT "C"

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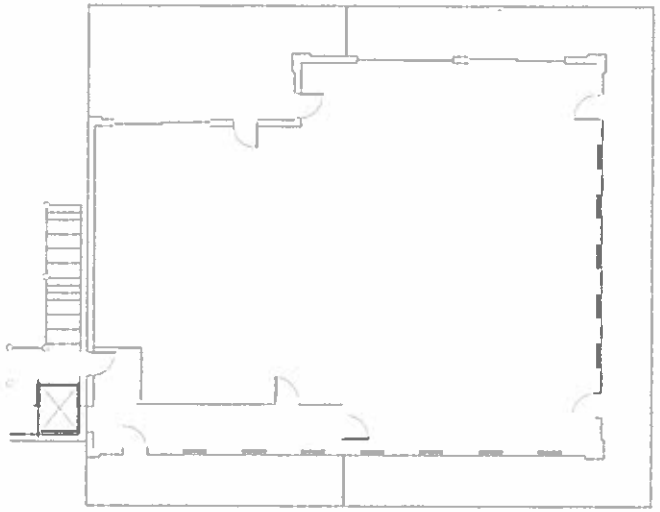


THE WINEGAR

THE BAILEY

THE SHAW

THE MORAGNE

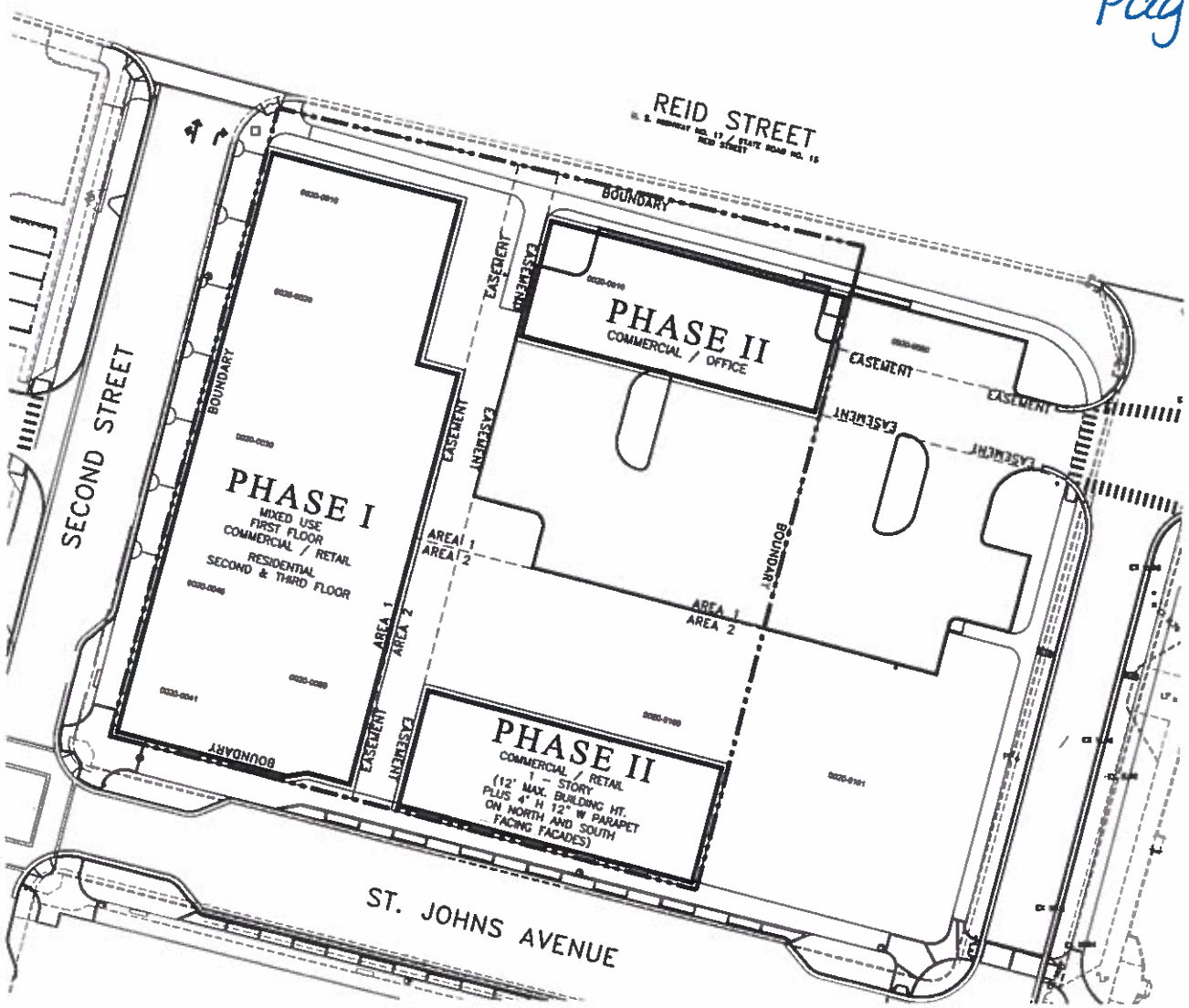
3RD FLOOR USE - RESIDENTIAL

1 THE CENTURY - CONCEPTUAL PLAN VIEW - 3RD FLOOR

3/16" = 1'-0"

EXHIBIT C

Page 4 of 4



SCALE: 1"=60'

0' 30' 60' 120'

N E S W