

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

TES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER



ELWIN C. "WOODY" BOYNTON, JR.
CITY MANAGER
BETSY JORDAN DRIGGERS
CITY CLERK
RUBY M. WILLIAMS
FINANCE DIRECTOR
GARY S. GETCHEL
CHIEF OF POLICE
MICHAEL LAMBERT
CHIEF FIRE DEPT.
DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA CITY OF PALATKA March 26, 2009

CALL TO ORDER:

- Invocation – The Reverend Sophia Smith, Co-Pastor, Church of God of Prophecy
- Pledge of Allegiance
- Roll Call

APPROVAL OF MINUTES – 3-12-09

1. PUBLIC RECOGNITION

- PROCLAMATION – Child Abuse Prevention Month – April 2009**
- EMPLOYEE RECOGNITION – KeOndra Wright and Paige Piscitello**
- BUSINESS RECOGNITION: Beck Auto Mall, National Gem Car “Dealer of the Year”**
- WOMEN’S HISTORY MONTH RECOGNITION: Women of Distinction**
- PUTNAM CO. TEACHER OF THE YEAR – Maegham Morris, Mellon Elementary School**
- STUDENT OF THE MONTH – March, 2009 – Mayor Flagg & Commissioner Myers**

Annabel Sbettel	Beasley Middle School
John Langley	Browning Pearce Elementary School
Sterling Gross	Children’s Reading Center Charter School
Charles Kemp	E.H. Miller School
Devin Hightower	James A. Long Elementary School
Kemara Kirkland	Jenkins Middle School
Talijah Calhoun	Kelley Smith Elementary School
Jay Griffis	Mellon Elementary School
Kabresha Session	Moseley Elementary School
Lauren Roberts	Palatka High School
Marki Manning	Peniel Baptist Academy
Bethany Smith	River Breeze Elementary School

2. PUBLIC COMMENTS - (Speakers limited to three minutes – no action taken on items)

3. CONSENT AGENDA:

- Award bid to Flint Construction in the amount of \$197,000.00** for Tilghman House Renovations, per results of RFP and recommendation from Project Architect
- Authorize execution of Change Order #7 to WPC Contractors, Inc. in the amount of \$127,851.14** for a total contract amount of \$6,229,921.36, for RC Willis Water Treatment Plant Upgrade Project, per recommendation of WTP Superintendent and City Manager
- Authorize renewal of Florida Dept. of Corrections Contract No. WS397** for Inmate Work Squad – August 24, 2009 through August 23, 2010 - \$56,467.00/yr (Streets – 1st paid squad)
- Authorize execution of FDOT Maintenance Agreement/Contract** for Construction & Maintenance of right of way improvements at Palatka Municipal Airport, per City Manager’s recommendation
- Authorize PPD to submit the following grant applications:**
 - Federal COPS Hiring Recovery Program** to fund one (1) position (no match required)
 - Federal Edward Byrne Memorial Justice Grant** in amount of **\$88,636.00** (no match required)

AGENDA - CITY OF PALATKA

March 26, 2009

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4. ADMINISTRATIVE REPORTS
5. COMMISSIONER COMMENTS
6. 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 28, 2009 – Palatka Fire Dept. Benefit Golf Tournament

April 4, 2009 – March of Dimes Walk for Babies

May 22 – 25, 2009 – Blue Crab Festival

CITY OF PALATKA



Proclamation

WHEREAS, Florida is home to over 4 million children that deserve to live and grow in healthy, safe and nurturing environments, free from threats of violence and harm; and

WHEREAS, child abuse and neglect often occurs when people find themselves in stressful situations, without community resources and don't know how to cope; and

WHEREAS, the message of child abuse prevention must be reframed as a message of educational, emotional, social and physical prosperity for all children, and this message must be declared not only by child welfare and social service agencies, but by communities throughout Florida; and

WHEREAS, all Florida residents, businesses, schools, faith-based and community organizations have a role to play in supporting families in raising children in safe and nurturing environments; and

WHEREAS, communities throughout Florida will be engaging in coordinated efforts to support children and families during the month of April.

NOW, THEREFORE, I, Karl N. Flagg, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim the month of April as

CHILD ABUSE PREVENTION MONTH

And urge all residents to engage in activities whose purpose is to strengthen families and communities to provide the optimal environment for children to grow healthy and thrive.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Palatka, Florida on this 26th day of March, in the Year of Our Lord Two-Thousand and Nine.

PALATKA CITY COMMISSION

By: Karl N. Flagg, MAYOR

COMMISSIONERS:
Mary Lawson Brown
Allegra Kitchens
Vernon Myers
James Norwood, Jr.

Agenda Item

3a

Robert E. Taylor
AIA Architect PA

10 St. Johns Ave.
P.O. Box 267
Palatka, Florida 32177

Robert E. Taylor, Architect
FL Corp Reg. No. AAC000589
CA Reg. No. EA007674
NCARB No. 40804

20 March 2009

Mr. E.C. Woody Boynton
City Manager, City of Palatka
201 North Second Street
Palatka, FL 32177

Subject: 2008 Renovations
Tilghman House
324 River Street
Palatka, Florida
Architect's Project. No. 0810

Dear Mr. Boynton:

Enclosed is a copy of the Bid Tabulation, 2 pages showing the Bids and Alternate Bids received on 18 March 2009. The apparent low Bidder is Flint Construction.

I contacted Mr. Russell Flint who provided a list of similar Projects with Owner's or Architect's names, telephone numbers, and brief descriptions. I called all of the Owners and Architects listed and received feedback from Mr. Sokol Curri. His response was "very good" in all respects. He stated he uses Flint Construction Services "all the time" and would use them again.

Mr. Flint has provided a letter stating "Flint Construction Services, Inc. is able to perform the Tilghman House Renovation for the bid of \$197,000. The bid is accordance with all plans, specs and contract documents. The work can be performed within the stated time frame and to specification standards."

I have no reason to believe he will not be able to perform in accordance with his Bid. I recommend approval. If you have questions or if I may be of assistance, please call.

Sincerely,



Robert E. Taylor, A.I.A.

Enclosures

cc: Mr. Jeff Norton Ms. Betsy Driggers

RET/ck

Phone:
386-325-7341

fax:
386-325-0608

Web Address:
www.ret-tbd.com

E-mail:
taylor@ret-tbd.com

Flint Construction Services

1419 Linkside Drive
Atlantic Beach, FL 32233
License# CGC1508003 & CCC1327402
PH 904.994.9626

March 18, 2009

Robert E. Taylor
PO Box 267
Palatka, Fl 32178

Re: Tilghman House Renovation Bid

Dear Sirs:

Flint Construction Services, Inc is able to perform the Tilghman House Renovation for the bid of \$197,000. The bid is accordance with all plans, specs and contract documents. The work can be performed within the stated timeframe and to specification standards.

Sincerely,

Russell Flint
President
Flint Construction Services, Inc

Flint Construction Services



1419 Linkside Drive
Atlantic Beach, FL 32233

License# CGC1508003 & CCC1327402

PH 904.994.9626

Construction Resume

- | | | |
|---|--------------------------|------------------|
| Light House Bay Apartments | Jacksonville, FL | \$534,000 |
| Site Work, drainage, shingle roofing, siding, new construction and exterior renovations to apartment complex and offices. | | |
| Contact: Mckinnly Management, | Sokol Curri | 904.703.0151 |
| New Heights | Jacksonville, FL | \$250,000 |
| Demolition and renovation of 2700 sq. ft. educational facility including blocks, slab, structural steel trusses, modified flat roof, and all interior and exterior finishes. | | |
| Contact: Argus Architecture, | Kim Argus | 904.537.3999 |
| Aberdeen and Durbin Parks | St. Johns, FL | \$394,000 |
| Site work and new construction of restroom, concession stands and driveways at two county parks including siding and all interior and exterior finishes. | | |
| Contact: Okon Architecture, | Walter Okon | 904.824.5879 |
| Cerebral Palsy of Northeast Florida | Jacksonville, FL | \$240,000 |
| Demolition and construction of an educational facility including Duro-Last single ply roof, stucco, Polygal canopies, and parking lot clearing, striping and surfacing. | | |
| Contact: Argus Architecture, | Kim Argus | 904.537.3999 |
| Kids in Dynamic Settings | Jacksonville, FL | \$150,000 |
| Demolition, renovation and construction of daycare center including site work, building construction, parking lot, roof and all interior finishes. | | |
| Contact: Argus Architecture | Kim Argus | 904.537.3999 |
| Haven Trust Bank Remodel | St. Augustine, FL | \$252,000 |
| Complete interior demolition and remodel with granite floors and countertops, glass partitions, and custom oak trim. Exterior renovation including a structural parapet wall with multiple decorative bands and sand stucco finish. | | |
| Contact: Haven Trust Bank | Matt Green | 904.2962022 |

BID TABULATION

PROJECT: Highman House Renovations		DATE: Wednesday, 18 March 2009						
ARCHITECT: Robert E. Taylor, AIA Architect, PA 710 St. Johns Ave Palatka, Florida 32177 Phone: 386-325-7341 Fax: 386-325-0608		PLACE: City of Palatka Commission Meeting Room 201 N. Second Street Palatka, FL 32177						
ARCHITECT'S PROJECT NO: 0810		TIME: 2:00 p.m.						
BIDDER	BASE BID	Bid Bond	UNIT PRICES	ADDENDUM	Public Entity Prime Statement	DUPLICATE Copies of Proposal Form	Alternate	COMMENTS
1 Highman House	147,000	✓	1 2,997	1 ✓		✓	1 3,400	Insulation
			2 5,000	2 ✓			2 18,235	HVAC
			3	3 ✓			3 10,432	Sand Wood Floors
							4 15,522	Sand Doors & Trim
							5 3,100	Plaster Ceilings
2 Highman House	249,700	✓	1 Submittals	1 ✓			1 4,400	Insulation
			2 Submittals	2 ✓			2 24,000	HVAC
			3	3 ✓			3 7,100	Sand Wood Floors
							4 2,000	Sand Doors & Trim
							5 5,000	Plaster Ceilings
3 Highman House	1,350,000	✓	1 2,000 P&M	1 ✓			1 1,000	Insulation
			2 4,000 P&M	2 ✓			2 20,383.83	HVAC
			3	3 ✓			3 45,284.33	Sand Wood Floors
							4 43,447.39	Sand Doors & Trim
							5 15,897.10	Plaster Ceilings
The "Highman House" Corp	2,200,977.00	✓	1 4,400 P&M	1 ✓		✓	1 2,000 P&M	Insulation
			2 4,000 P&M	2 ✓			2 20,383.83	HVAC
			3	3 ✓			3 45,284.33	Sand Wood Floors
							4 43,447.39	Sand Doors & Trim
							5 15,897.10	Plaster Ceilings

BID TABULATION

PROJECT: Edgmont House Renovations	DATE: Wednesday, 18 March 2009
ARCHITECT: Robert F. Taylor, MA Architect, PA 240 St. Johns Ave Palatka, Florida 32177 Phone: 386-325-7341 Fax: 386-325-0608	PLACE: City of Palatka Commission Meeting Room 201 N. Second Street Palatka, FL 32177
ARCHITECT'S PROJECT NO.: 0810	TIME: 2:00 p.m.

BIDDER	BASE BID	Bid Bond	UNIT PRICES	ADDENDUM	Public Entity Prime Statement	DUPLICATE Copies of Proposal Form	Alternate	COMMENTS
Cypress Bay Builders	2,794,760	✓	1 2,794,760	1	✓	✓	1 Insulation	Insulation HVAC Sand Wood Floors Sand Doors & Trim Plaster Ceilings
			2 2,794,760	2			2 HVAC	
			3 2,794,760	3			3 Sand Wood Floors	
			4 2,794,760	4			4 Sand Doors & Trim	
			5 2,794,760	5			5 Plaster Ceilings	
Durable Restoration	2,794,760	✓	1 2,794,760	1	✓	✓	1 Insulation	Insulation HVAC Sand Wood Floors Sand Doors & Trim Plaster Ceilings
			2 2,794,760	2			2 HVAC	
			3 2,794,760	3			3 Sand Wood Floors	
			4 2,794,760	4			4 Sand Doors & Trim	
			5 2,794,760	5			5 Plaster Ceilings	

SECTION 00 310

BID/FORM OF PROPOSAL

(TO BE COPIED ONTO CONTRACTOR'S BUSINESS LETTERHEAD IN DUPLICATE.)

BID/FORM OF PROPOSAL

Mr. E. C. "Woody" Boynton, Jr., City Manager
City of Palatka
201N. Second Street
Palatka, FL 32177

Gentlemen:

The undersigned, having visited the Project Site of the proposed project and familiarized himself with local conditions and the nature and extent of the work, proposes to furnish all labor, material, equipment and incidentals necessary to construct the following Building project, in strict accord with Drawings, Specifications, and Contract Documents prepared therefore by Robert E. Taylor, AIA Architect PA.

2008 RENOVATIONS
TILGHMAN HOUSE
324 RIVER STREET
PALATKA, FLORIDA

BASE BID

UMF
Ninety
One Hundred Ninety Seven Thousand \$ 197,000

ADDITIVE ALTERNATES

ADDITIVE ALTERNATE NO. 1 - Insulate Roof/ceiling assembly and underfloor of existing House.

Add to Base Bid: Three Thousand Six Hundred \$ 3,600

ADDITIVE ALTERNATE NO. 2 - Provide & Install Mini-split HVAC Units in all areas of the House, as shown on MP1.1 and Specified on sheet MPO.1

Add to Base Bid: Eighteen Thousand Two Hundred Thirty Five \$ 18,235

ADDITIVE ALTERNATE NO. 3 - Sand and revarnish existing wood floors, first and second floor, and sand and paint third floor.

Add to Base Bid: Ten Thousand Four Hundred Thirty \$ 10,430

ADDITIVE ALTERNATE NO. 4 - Sand and revarnish existing wood doors, trim, casings, windows, sills base, and molding already stained and varnished.

Add to Base Bid: Thirteen Thousand Five Hundred Twenty \$ 13,520

ADDITIVE ALTERNATE NO. 5 - Remove existing plaster ceiling and wood furring, install new Veneer Plaster ceilings at designated Rooms.

Add to Base Bid: Five Thousand Six Hundred \$ 5,600

1. Provide for removal and replacement of existing wood siding with new wood siding. Include priming all six sides of siding as part of the unit cost. Provide Unit price for removal and replacement wood siding at a cost of one linear foot.
 - a. Include in Base Bid the cost to remove and replace 1800 linear feet of wood siding.

2.97 per LF Five Thousand Three Hundred Forty Six \$ 5346.⁰⁰

2. Provide for removal and replacement of existing 1" by corner boards and window casings for with new corner or window casing boards. Provide Unit price for removal and replacement of corner or window casing boards at a cost of one linear foot each. Include priming all six sides of corner and window boards as part of the unit cost
 - a. Include in Base Bid the cost to remove and replace 175 linear feet of corner boards and window casings

4.45 per LF Seven Hundred Eighty Dollars \$ 780

TIME OF COMPLETION: The undersigned further proposes to construct the project within 150 calendar days, beginning after the contract has been executed by all parties thereto and Notice to Proceed is given to Contractor; (15 additional days will be allowed to Final Completion) and states that this period of time is proposed in full understanding of provisions in paragraph of INSTRUCTIONS TO BIDDERS entitled "Time of Completion and Liquidated Damages".

SUBSTITUTIONS: If following substitutions for specified proprietary products, systems or materials, or of products or materials not meeting all requirements of specifications, are accepted, in accord with the paragraph of INSTRUCTIONS TO BIDDERS entitled "Materials Figured in Bids", deduct the stated amount from Base Bid:

<u>Description, Model No. and Manufacturer of Item to be Substituted</u>	<u>Amount to be Deducted from Base Bid</u>
_____	\$ _____
_____	\$ _____

NOTE: If no substitutions are indicated in this proposal, it is presumed that all products, systems and materials included in this bid are those specified or will meet all conditions of the specifications. Substitutions as listed above will not be considered in the determination of the low bid.

EXAMINATION OF THE DOCUMENTS: Undersigned further states that he has examined all contract documents for this Work, including Advertisement-Invitation to Bid.

RECEIPT OF ADDENDA: Undersigned acknowledges receipt of following Addenda:

Addendum No. <u>1</u>	Dated <u>1/5/01</u>
Addendum No. <u>2</u>	Dated <u>2/1/01</u>
Addendum No. <u>3</u>	Dated <u>3/1/01</u>

BID GUARANTEE:

Attached hereto is

_____ (certified or cashier's check, treasure's check or bank draft of any national or state bank)

on _____ Bank of _____

in the sum of \$ _____

or a bid bond, in amount of at least 5% of the Base Bid, made payable to

City of Peaboka

as a guarantee and for purposes set out in ADVERTISEMENT-INVITATION TO BID and INSTRUCTIONS TO BIDDERS.

AGREEMENT: Bidder has agreed, and does hereby agree:

1. That above proposal shall remain in full force and effect for a period of 60 days after time of opening of this proposal; and that Bidder will not revoke or cancel this proposal nor withdraw from competition within the said 60-day period.
2. That in the event contract is awarded to this Bidder, he will, within ten consecutive calendar days after it is submitted, enter into a written contract with Owner, in accord with accepted Bid, and will give Owner a contract Performance and Labor & Material Payment Bond, with a bonding company meeting requirements set forth in specifications in the amount of 100% of the accepted Bid.
3. That in the event of Bidder's default or breach of any of said agreements, said bid deposit shall be forfeited to Owner as liquidated damages.

Undersigned further agrees that this proposal is made with full understanding that you, as Owner, reserve the right to waive informalities in this Bid; to accept any Bid which you consider to be from lowest responsible Bidder; and to reject any and all Bids.

IN WITNESS WHEREOF, the Bidder has hereunto set his signature and affixed his seal, this 13th day of Nov, A.D. 2008.

[Signature]

(SEAL)

BY:

[Signature]

TITLE:

[Signature]

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Flint Construction Services, Inc.

as Principal hereinafter called the Principal, and American Safety Casualty Company-SBA
a corporation duly organized under the laws of the state of California as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Palatka

as Obligee, hereinafter called the Obligee, in the sum of 5% of the bid Amount

Dollars (\$ 15,000.), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for Tilghman House Renvoations

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of March, 2009

[Signature]
Witness

Flint Construction Services, Inc.
Principal (Seal)

By: [Signature]
Russell Flint, President Name Title

American Contractors Indemnity Company
Surety (Seal)

[Signature]
Witness

By: [Signature]
Carol A. Hopson Attorney-in-Fact

American Contractors Indemnity Company



9841 Airport Blvd., 9th Floor Los Angeles, California 90045

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,
Carol A. Hopson of Jacksonville, Florida

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ ***3,000,000.00***. This Power of Attorney shall expire without further action on March 18, 2011.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6th day of December, 1990.

"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on the 2nd day of January, 2008.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES



§
§

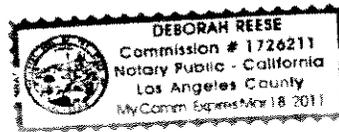
AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin
Adam S. Pessin, President

On this 2nd day of January, 2008, before me, Deborah Reese, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature Deborah Reese (Seal)



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 11th day of January, 2008.

Bond No. 10901780013-7

Agency No. 10677

Jeannie J. Kim
Jeannie J. Kim, Corporate Secretary

CONTRACTOR'S CERTIFICATION NO.: CC 1509003

Full names and residences of persons and firms interested in foregoing proposal as principals are as follows:

Rosell Plant 11417 Lakeside Dr. Atlantic Beach, FL 32233

END OF SECTION

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

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

1. The sworn statement is submitted to City of Palatka
(Print name of the public entity)

By Russell Flint, President
(Print individual's name and title)

For Flint Construction Services, Inc.
(Print name of entity submitting sworn statement)

Whose business address is:

1419 Linkside Dr. Atlantic Beach, FL 32233

And (if applicable) its Federal Employer Identification Number (FEIN) is 20-1547573

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

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

The entity submitting his sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

The entity submitting his sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]

(Signature)

Sworn to and subscribed before me this 18th Day of March, 20 09

Personally know _____

OR Produced identification _____

(Type of identification)

Notary Public - State of Florida

My Commission expires 5/1/10

Kathleen H Collins

(Printed typed or stamped
commissioned name of notary public)



KATHLEEN H. COLLINS
Notary Public, State of Florida
My Comm. Expires May 1, 2010
Commission No. DD 941194

END OF SECTION

ADVERTISEMENT-INVITATION TO BID

Sealed bids will be received by The City of Palatka until 2:00 p.m. on Wednesday, 18 March 2009, at the Commission Meeting Room, 201 N. Second Street, Palatka, Florida, at which time and place all bids received will be publicly opened and read aloud for furnishing all materials, labor, equipment and procedures for:

**2008 RENOVATIONS
TILGHMAN HOUSE
324 RIVER STREET
PALATKA, FLORIDA**

All Bids shall be submitted in DUPLICATE. Bids shall become property of the City of Palatka and will not be returned. Any bid received after the specified time and date will not be considered. Bids will be tabulated and evaluated by the Architect.

Each bid is to be accompanied by a certified check, cashier's check, treasurer's check or bank draft of any national or state bank or bid bond, in the amount of 5% of Base Bid, as guarantee that bidder, if awarded the contract, will, within ten consecutive calendar days after written notice is given of such award, enter into a written contract with the City of Palatka in accord with accepted bid; and will give contract performance and payment bonds, satisfactory to said Owner, in an amount equal to 100% of contract price.

No bidder may withdraw his bid for a period of 60 days after the date set for the bid opening.

All work shall be done in accord with Specifications and Contract Documents relative thereto, as prepared by Robert E. Taylor, A.I.A., Architect, P.A. Specifications and Contract Documents may be examined at the office of the Architect at 710 St. Johns Avenue, Palatka, Florida, 32177 (P.O. Box 267, Palatka, Florida 32178), or at City Hall, 201 North Second Street, Palatka, Florida.

Drawings, Specifications, Contract Documents and forms for bidding dated 24 November 2008 as revised by Addendum No. 1 dated 5 January 2009, one page, Addendum No. 2 dated 12 January 2009, one page and Addendum No. 3 dated 30 January 2009, with 15 pages and ten (10) 24" x 36" drawings are included and unchanged by this reissued Advertisement-Invitation to Bid.

One set of Drawings, Specifications, Contract Documents and forms for bidding may be secured by Contractors from office of the Architect by depositing therewith \$3.00 per sheet, \$5.00 per Project Manual or \$40.00 for each complete set. Deposit is half-refundable upon return of Bidding Documents to Architect's Office within 10 days of Bid date. If Contractors desire more than one set of drawings, specifications and contract documents, these may be obtained by paying cost of duplication and handling, which will not be refundable.

Brief description: Project consists of reconstruction of two story addition at rear of house, renovations to exterior windows, siding and trim, substantial repairs to interior plaster walls and ceilings, repainting interior and exterior, electrical re-wiring and relighting, new handicapped accessible Restroom and mechanical upgrading. A more detailed Summary of Work is included in Project Manual.

For further information or clarification, contact the Office of Robert E. Taylor, A. I. A. Architect, P. A. via fax at 386-325-0608, e-mail at taylor@ret-tbd.com or in person at 710 St. Johns Avenue, Palatka, FL, 32177.

Bidders are cautioned to carefully review and complete their Bid/ Form of Proposals in accordance with the INSTRUCTIONS TO BIDDERS, paragraph entitled, PREPARATION AND SUBMISSION OF BIDS.

Bidders qualifications must be satisfactory to the Owner. The City of Palatka reserves the right to waive informalities in any bid, to accept any bid they consider to be from the lowest responsible bidder and to reject any and all bids.

Publish: 26 February 2009

Signed:

Mr. E. C. "Woody" Boynton, Jr., City Manager

*Agenda
Item*

36

320 North Moody Rd.
Palatka, FL 32177
Tel. (386) 329-0144
Fax (386) 329-0106

City of Palatka
R. C. Willis Water Plant

To: Mayor Karl Flagg; Vice Mayor Mary Lawson Brown; Commissioner James Norwood;
Commissioner Allegra Kitchens; Commissioner Vernon Myers; City Manager Woody Boynton

From: Melvin Register, Water Plant Superintendent

Date: March 17, 2009

RE: Consent Item; Change Order #7

The following Change Order to the R.C. Willis Water Treatment Plant Improvement Project Construction Contract with WPC Industrial Contractors, LTD., is submitted to the City Commission for approval on the consent agenda:

Change Order #7 – Change Order #7 consists of five (5) parts:

1. Cost Proposal #12 - **\$21,948.59** to provide additional roadway and additional 20' double swing gate to allow access to Alum bulk tank. An additional four (4) days is added to the contract time to complete this work.
2. Cost Proposal #18 - **\$4,830.84** to furnish and install finished water pressure transmitter necessary for plant operations monitoring.
3. Cost Proposal #19 – **\$57,577.46** to provide the following additional electrical services:
 - a) Furnish and install conduit and wiring necessary to tie Wells #1 & 2 to new SCADA system.
 - b) Furnish and install additional wiring necessary to service relocated new emergency generator.
 - c) Relocate switches for chemical transfer pumps from outside to inside of building for safety purposes.
 - d) Furnish and install electrical subpanel necessary to serve emergency generator.
 - e) Provide electrical service to operate additional air conditioning unit in new electrical room. This is necessary to keep the pump motor variable frequency drives cool.
 - f) Furnish and install upgraded conduit and wiring to service new degassifier control panel.
 - g) Furnish and install additional Ethernet cable to existing building for conference room.An additional ten (10) days is added to the contract time to complete this work.
4. Cost Proposal #20 - **\$41,410.96** to provide the following additional miscellaneous services:
 - a) Prepare finishes and paint existing brick buildings, two (2) spent backwash tanks, and biofilter structure.
 - b) Perform repairs in old office building to convert to conference room.
 - c) Provide laptop computer for remote process monitoring.
 - d) Furnish and install metal shed for storage of portable generators and manlift.
 - e) Form and place concrete slab as required in support of metal shed in item (4d) above.
5. Cost Proposal #16 - **\$2,083.29** to provide additional paving on the west side of building and delete portion of paving on north side.

The total added cost for the items covered by this Change Order is **\$127,851.14**. Fourteen (14) additional days are added to the contract time.

HOYLE, TANNER & ASSOCIATES, INC.
CHANGE ORDER

PROJECT: R. C. Willis Water Treatment Plant Improvements

City of Palatka
201 North 2nd Street
Palatka, FL 32177

CHANGE ORDER NUMBER: 7

TO CONTRACTOR: WPC Industrial Contractors, LTD.

11651 Philips Highway
Jacksonville, FL 32256

DATE: March 3, 2009

The Contract is changed as follows:

- A. Provide additional roadway and additional 20' double swing gate as per revised paving plan for tanker access to alum bulk tank. Cost as detailed in WPC Cost Proposal #12 (revised) dated February 16, 2009. Cost for this item is an additional **\$21,948.59**. An additional four (4) days is added to the contract time to complete this work.
- B. Furnish and install finished water system pressure transmitter deemed necessary for plant monitoring. Cost as detailed in WPC Cost Proposal #18 dated February 16, 2009 (copy attached). Cost for this item is an additional **\$4,830.84**
- C. Provide the following additional electrical services:
- 1) Furnish and install conduit and wiring necessary to tie Wells #1 & 2 to new SCADA system.
 - 2) Furnish and install additional wiring necessary to service relocated new emergency generator.
 - 3) Relocate switches for transfer pumps serving HCl, NaOH, & NaClO bulk storage tanks from outside to inside of building.
 - 4) Furnish and install electrical subpanel determined necessary to serve emergency generator.
 - 5) Provide electrical service to operate additional air conditioning unit in old generator room (now electrical room).
 - 6) Furnish and install upgraded conduit and wiring to service new degassifier control panel.
 - 7) Furnish and install additional Ethernet cable to existing building.
- The costs for these services are identified in WPC Cost Proposal #19. A cost breakdown for each item is attached. The total cost for these items (1-7) is an additional **\$57,577.46**. An additional ten (10) days is added to the contract time to complete this work.
- D. Provide the following additional miscellaneous services:
- 8) Prepare finishes and paint existing brick buildings (HSP and storage), two (2) spent backwash tanks, and biofilter structure
 - 9) Perform repairs in old office building as outlined in estimate submitted by David Church Construction.
 - 10) Provide laptop computer per attached specification
 - 11) Furnish and install metal shed as specified in attached specifications
 - 12) Form and place concrete slab as required in support of metal shed in Item 11).
- The costs for these additional services are identified in WPC Cost Proposal #20. A cost breakdown for each item is attached. The total cost for these items (8-12) is an additional **\$41,410.96**
- E. Provide net additional paving on west side of building and delete portion of paving on north side of building per revised paving plan. Cost as detailed in WPC Cost Proposal #16 (revised) dated February 19, 2009. Cost for this item is an additional **\$2,083.29**

The total added cost for the items covered by this Change Order is \$127,851.14. Fourteen (14) additional days are added to the contract time.

Not valid until signed by the Owner, Engineer, and Contractor.

The original Contract Sum.....	\$	10,916,000.00
Net change by previously authorized Change Orders	\$	(-) 4,686,078.64
Contract Sum to Date.....	\$	6,229,921.36
Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of.....	\$	127,851.14
The new Contract Sum including this Change Order will be.....	\$	6,357,772.50
The Contract Time will be (increased) (decreased) (unchanged) by.....		14 Days.
The date of Substantial Completion as of the date of this Change Order therefore is.....		March 30, 2009

Hoyle, Tanner & Associates, Inc.
ENGINEER

WPC Industrial Contractors, LTD.
CONTRACTOR

City of Palatka
OWNER

18 Lyman Street, Suite Q

11651 Philips Highway

201 North 2nd Street

Westborough, MA 01581
Address

Jacksonville, FL 32256
Address

Palatka, FL 32177
Address

BY

BY

City Manager

DATE

DATE

DATE

David W. Jones
3/16/09

M. J. [Signature]
3/13/09

Agenda Item

3c



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
CHARLIE CRIST

Secretary
WALTER A. MCNEIL

An Equal Opportunity Employer

2601 Blair Stone Road • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

March 5, 2009

Elwin C. "Woody" Boynton, City Manager
City of Palatka
201 North 2nd Street
Palatka, Florida 32177

RE: WS397 – City of Palatka

Dear Mr. Boynton:

Contract WS397 with the City of Palatka will expire on August 23, 2009. Accordingly, I am attaching a draft Contract and an Addendum A for your review and a Contract Expiration Notification (CEN) form relative to the replacement of this contract. Please note that due to updating the officer's salary there is a slight increase in the cost of the contract from last year.

Please review the draft Contract and Addendum A, and print and complete the CEN and return it to my attention no later than Friday, April 3, 2009. Please note that we need to include in the new contract the name and contact information of the individual to whom invoices should be sent. I would therefore appreciate inclusion of the requested information when the CEN is returned.

If you have any questions, please feel free to contact me at (850) 410-4573.

Sincerely,

Emily M. Phelps
Correctional Services Consultant

/emp
Attachments

**DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT & SUPPLY
CONTRACT EXPIRATION NOTIFICATION**

DATE: March 5, 2009
TO: Elwin C. "Woody" Boynton, City Manager
FROM: Emily Phelps, Correctional Services Consultant
RE: **Contract WS397: Putnam CI – City of Palatka**
Work Squad: 1 Correctional Officer, 5 Inmates
Expires: August 23, 2009

NOTE: The above-referenced contract will expire on the above listed date.

Please advise of your preference:

- Do not renew. **Note:** Contract will expire on date specified.
 Process new contract.

CONTRACTOR PERFORMANCE

Based on monitoring performed during the contract period, please answer the questions below:

1. Did the Work Squad provide services (according to the entire scope of service) outlined in the above-referenced contract:
 - a. were necessary reports provided in the required timeframe? Yes No N/A
 - b. were invoices submitted in the required timeframe? Yes No N/A
 - c. were services delivered in accordance with the terms & conditions? Yes No

2. Please explain any "negative" responses and attach documentation, if applicable. \

3. Rate the overall performance of service as outlined in the Scope of Service under the contract identified above:

_____ Excellent _____ Good _____ Satisfactory _____ Unacceptable
90% or better compliance 89%-75% compliance 74%-60% compliance 59% or below

If Unacceptable is checked, you are requested to provide an explanation.

SIGNED: _____ (Date) _____
Agency Representative

If you have any questions, please contact Emily Phelps at (850) 410-4573.

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:

*Emily Phelps, Bureau of Institutional Support
2601 Blair Stone Road
Tallahassee, Florida 32399-2500*

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF PALATKA

This Contract is between the Florida Department of Corrections ("Department") and City of Palatka ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Palatka is a qualified and willing participant with the Department to contract for an inmate work squad; and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on August 24, 2009 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or August 23, 2010, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) Work Squad of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad except: when weather conditions are such that to check the squad out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations of the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
 Bureau of Finance and Accounting
 Attn: Professional Accountant Supervisor
 Centerville Station
 Call Box 13600
 Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

[INSERT NAME, TITLE] **(PLEASE PROVIDE THIS INFORMATION)**
[INSERT AGENCY NAME]
[ADDRESS]
[CITY, FL, ZIP]
[FAX]
[E-MAIL]

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Putnam Correctional Institution
128 Yelvington Road
East Palatka, Florida 32131
Telephone: (386) 326-6800

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Robert E. Staney, Chief
Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 410-4091
Fax: (850) 922-8897
E-mail: staney.bob@mail.dc.state.fl.us

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Elwin C. "Woody" Boynton, City Manager
City of Palatka
201 North 2nd Street

Palatka, Florida 32177
Telephone: (386) 329-0100

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of cash payments as outlined in Addendum A and in Section III, Compensation.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall

decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, Contract Management, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF PALATKA

SIGNED DRAFT – DO NOT SIGN
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and
legality, subject to execution.**

SIGNED BY: _____

SIGNED BY: _____

NAME: **Richard D. Davison**

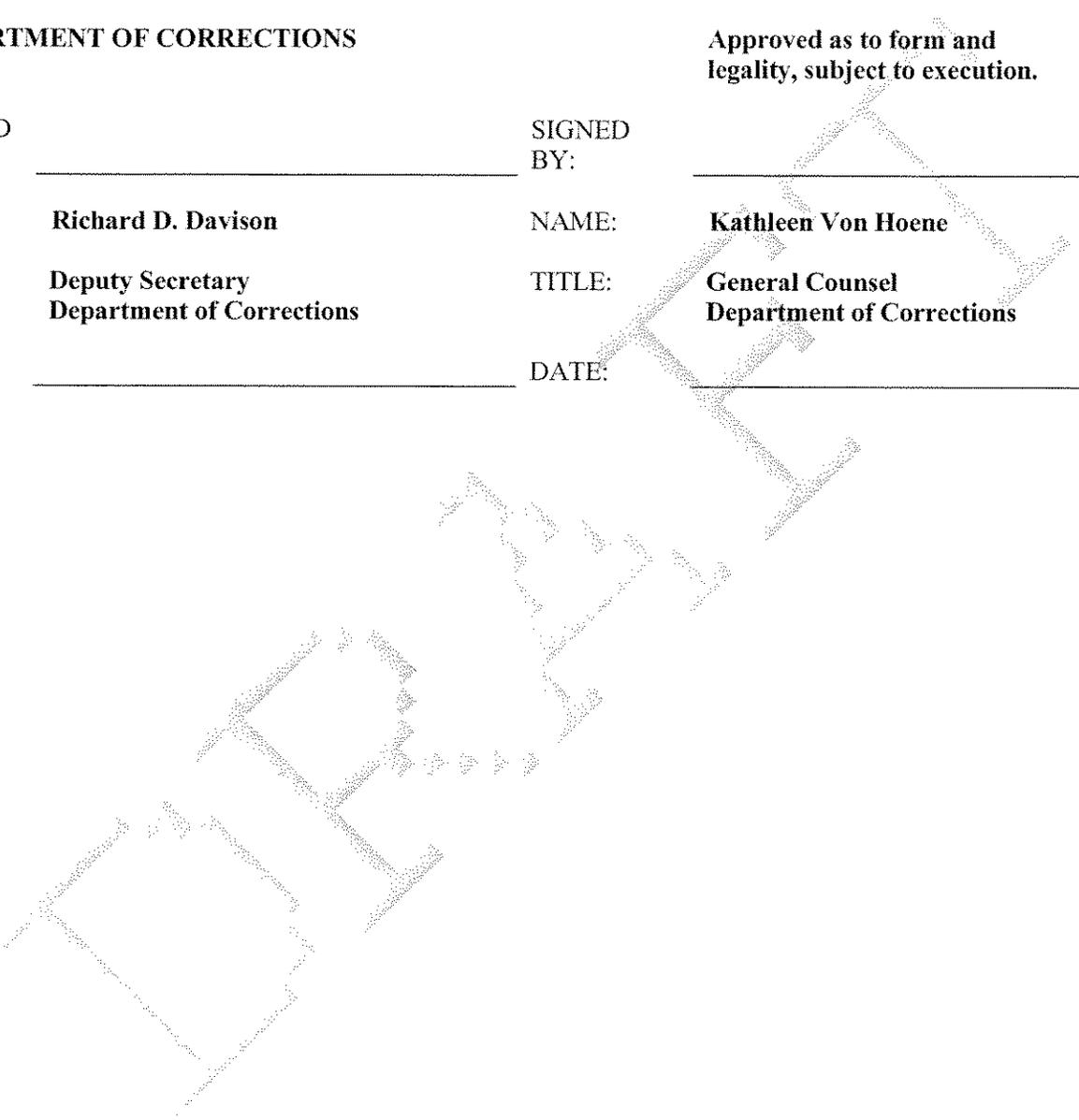
NAME: **Kathleen Von Hoene**

TITLE: **Deputy Secretary
Department of Corrections**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

DATE: _____



Addendum A

**Inmate Work Squad Detail of Costs for the City of Palatka
Interagency Contract Number WSXXX (Pending #) Effective August 24, 2009
ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY**

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 52,729.00	** \$ 52,729.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 398.00	\$ 398.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,500.00	
Technology Fee			\$ 391.00	\$ 391.00
TOTAL - To Be Billed By Contract To Agency			\$ 57,217.00	\$ 55,717.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

- Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warming signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

TOTAL - To Be Billed By Contract To Agency

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO

ENCLOSED TRAILER REQUIRED: YES NO

Addendum A

**Inmate Work Squad Detail of Costs for the City of Palatka
Interagency Contract Number WSXXX (Pending #) Effective August 24, 2009**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4,318.00
 Vehicle Mounted Radio MACOM \$4,414.00

TOTAL Operating Capital To Be Advanced By Agency

Per Unit Cost	Number of Units
	1

Total Cost
\$ -
\$ -
\$ -

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

Total Cost
\$55,717.00
\$750.00
\$56,467.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)**

\$56,467.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for the City of Palatka
Interagency Contract Number WSXXX (Pending #) Effective August 24, 2009

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

Agenda Item

3d

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka
Office of the City Manager

To: Mayor Flagg, Commissioners

From: Woody Boynton, City Manager

Date: March 20, 2009

RE: FDOT Maintenance Agreement - Airport

Attached is a maintenance agreement between the City of Palatka and the Florida Department of Transportation. This maintenance agreement will permit the City of Palatka to maintain the property between SR-100 and the airport fence line from the entrance road west to the St. Johns River Water Management District. This is necessary to maintain the frontage area as it is viewed from SR-100 as well as to keep trees from growing in this area. Our maintenance contractor, Frank Crabtree will be responsible for maintaining this area under his current contract with no increase in compensation.

For more information, please do not hesitate to contact me or John Youell, Airport Manager.



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3600 DOT Road
St. Augustine, FL 32084
(904) 825-5036

STEPHANIE C. KOPELOUSOS
SECRETARY

March 4, 2009

City of Palatka
201 N. 2nd Street
Palatka, FL 32177
Attention: Woody Boynton, P.E., City Manager

Re: Maintenance Agreement for Palatka Municipal Airport

Dear Woody,

Enclosed is the maintenance agreement for the area of right of way near the airport. Please sign and return four (4) original documents. When the agreement is fully executed by the Department, I will process the permits for the initial clearing and tree removal and the sign placement.

If you have any questions, feel free to call me at (904) 825-5023.

Sincerely,

Connie B. Walker
Maintenance Permits Manager

AGREEMENT FOR CONSTRUCTION & MAINTENANCE OF IMPROVEMENTS

This Agreement for Construction & Maintenance of Improvements ("Agreement") is made and entered by and between the State of Florida Department of Transportation ("Department") and the City of Palatka, Florida ("City").

WHEREAS, for purposes of this Agreement, the term "Property" shall refer to that certain real property described in Exhibit "A" hereto; and

WHEREAS, the Property is located within approximately 1500 feet to 2000 feet of the right-of-way of State Road 100 adjacent to the Palatka Municipal Airport; and

WHEREAS, the City requests permission to construct and maintain certain improvements to the Property including clearing brush and vegetation as necessary and the removal of one dead tree as described in the reference plans attached hereto as Exhibit "B" ("Cleared Property"); and

WHEREAS, given the mutual obligations provided for in this Agreement, the Department is amenable to granting permission to the City to undertake the duties and responsibilities of constructing and maintaining the Cleared Property; and

WHEREAS, the City acknowledges that it was represented by legal counsel in the negotiation and execution of this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound hereby, acknowledge and agree as follows:

RECITALS & EXHIBITS

The recitals set forth above and Exhibits attached hereto are specifically incorporated herein by reference and made part of this Agreement.

EFFECTIVE DATE

The effective date ("Effective Date") of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

TERM

The term of this Agreement shall be for a period of one (1) year from the Effective Date and this Agreement shall automatically renew for consecutive one (1) year terms unless terminated by either party in writing a minimum of sixty (60) days prior to the end of any term hereof.

NOTICE

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, any change to the notification

address set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Attention: Maintenance Engineer
St. Augustine Maintenance Department
3600 DOT Road
St. Augustine FL 32084

With a copy to: Attention: Chief Counsel District 2
1109 South Marion Ave M.S. 2009
Lake City FL 32025

The Applicant's address for purposes of receiving legal notice (notification address) is:

Attention: Woody Boynton, P.E., City Manager
201 N. 2nd Street
Palatka, FL 32177

With a copy to: Attention: Palatka Municipal Airport
4015 Reid Street
Palatka, FL 32177

The City's failure to notify the Department of any change in the City's notification addresses, in writing via registered or certified mail, shall constitute a waiver of all defenses based on the City's failure to receive notice.

PERMITS AND APPROVALS

Prior to commencing clearing of the property including any construction, operation, repair, maintenance or restoration activities contemplated by this Agreement, the City shall, at its sole cost, expense and effort, secure and maintain all required federal, state, local, administrative, regulatory and environmental permits and approvals ("Permits and Approvals"), including, without limitation, those required by the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, the City of St. Palatka and Putnam County. The City shall determine what permits and approvals are required and shall provide the Department with copies of the same when obtained.

CONSTRUCTION

A. The City shall not commence with the construction to clear the property until: (1) the City furnishes the Department's St. Augustine Maintenance Engineer with four (4) signed and sealed copies of the construction drawings and specifications ("Drawings and Specifications") prepared by a Florida registered professional engineer for a

Landscape Architect providing professional services pursuant to Chapter 481, Fla. Stat.) and such other documents and information as the Department may require; (2) the Department's St. Augustine Maintenance Engineer issues his/her final written approval of the Drawings and Specifications; and (3) the City secures all required Permits and Approvals. The City shall not change the Drawings and Specifications without the prior written approval of the St. Augustine Maintenance Engineer.

B. The City shall provide the Department a minimum of seventy-two (72) hours prior written notice of its intent to commence construction and clear the property.

C. The City shall construct, operate and maintain the Cleared Property in accordance with: (1) the approved Drawings and Specifications; (2) required Permits and Approvals; and (3) applicable federal, state, local, administrative, regulatory and environmental laws, rules, regulations, policies and procedures, including, without limitation, rules, regulations, policies and procedures of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and the City of Palatka ("Governmental Law").

D. The City shall provide the Department's St. Augustine Maintenance Engineer written notice of completion of construction ("Notice of Completion"). Thereafter, the Department's St. Augustine Maintenance Engineer, or his/her designee, shall perform a final inspection. If the Department determines that the construction is in compliance with the terms and provisions of this Agreement, the Department shall issue a final acceptance letter ("Final Acceptance"). If the Department determines that the construction is not in compliance with the terms and provisions of this Agreement, or is otherwise deficient, the Department shall deliver written notification of such to the City. The City shall have sixty (60) days from the date of the Department's written notice, or such other time as the Department and the City mutually agree in writing, to correct the deficiency(s) and provide the Department with written notice of the same ("Notice of Correction - Construction"). If the deficiency(s) is timely and properly corrected, the Department shall issue its Final Acceptance.

E. Should the Department determine that the construction remains deficient or non-compliant after receipt of the City's Notice of Correction - Construction, the Department may: (1) permit the City additional time to correct the deficiency(s); (2) require the City to remove the Improvements and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency(s) without further notice to the City. If the Department corrects the deficiency(s), the Department shall provide the City with an invoice for the costs incurred by the Department and the City shall pay the invoice in full within thirty (30) days of the date of the invoice. Any portion of the invoice not paid within said thirty (30) days shall immediately thereafter begin accruing interest at the rate of interest prescribed pursuant to §55.03, Fla. Stat., until paid in full.

OPERATION, REPAIR, AND MAINTENANCE

A. The City shall operate, repair and maintain the Cleared Property, at its own expense in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement, including, without limitation, the required Permits and Approvals and applicable Governmental Law. Reasonable care includes, without limitation, operation, repair and maintenance activities that a prudent and competent entity would perform to ensure continued operation of the Improvement for its intended purpose.

B. If the Department determines that the City is not operating, repairing and maintaining the Cleared Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the City. The City shall have sixty (60) days from the date of the Department's written notice, or such other time as the Department and the City mutually agree in writing, to correct the deficiency(s) and provide the Department with written notice of the same ("Notice of Correction - Maintenance").

C. If the Department determines that the deficiency(s) remain after receipt of the City's Notice of Correction - Maintenance, the Department may: (1) permit the City additional time to correct the deficiency(s); (2) require the city to remove the Improvements and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency(s) without further notice to the City. If the Department corrects the deficiency(s), the Department shall provide the City with an invoice for the costs incurred by the Department and the City shall pay the invoice in full within thirty (30) days of the date of the invoice. Any portion of the invoice not paid within said thirty (30) days shall immediately thereafter begin accruing interest at the rate of interest prescribed pursuant to §55.03, Fla. Stat., until paid in full.

D. If the Department determines that the integrity or safety of the Cleared Property requires immediate maintenance or repairs for the benefit of public health, safety or welfare, the Department, including its agents and assigns, may perform any maintenance or repairs it deems appropriate under the circumstances without prior notice to the City. As soon as practical thereafter, the Department shall provide the City with written notice of the maintenance and repairs performed and an invoice for the same. The City shall pay the invoice in full within thirty (30) days of the date of the invoice. Any portion of the invoice not paid within said thirty (30) days shall immediately thereafter begin accruing interest at the rate of interest prescribed pursuant to §55.03, Fla. Stat., until paid in full.

EMINENT DOMAIN

This Agreement does not convey to the City or create in the City any property right, or any interest in real property. Under no circumstances shall the performance, breach, expiration or termination of this Agreement create any interest or right entitling the City to full and just compensation from the Department either through inverse condemnation or eminent domain laws or through similar laws regarding the taking of property for public purposes. The City forever waives and relinquishes all legal rights and monetary

claims which it has, or which may arise in the future, for compensation and/or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting from the performance of this Agreement, including, without limitation, termination of this Agreement or removal of the Improvements. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking / sale or has been terminated prior thereto.

DUE DILIGENCE, WARRANTY OR FITNESS FOR PARTICULAR PURPOSE

Nothing in this Agreement or the performance thereof constitutes or complies with any due diligence requirements of the City. The City forever waives and releases all due diligence and innocent purchaser defenses in connection with the Property and Improvements. No representations or warranties of any kind, express or implied, have been given or made by the Department, including its employees and agents, concerning the Property or Improvements, including, without limitation, any physical condition, zoning, compliance with applicable laws, merchantability or fitness for any particular purpose.

INDEMNIFICATION

Subject to the limits of §768.28, Fla. Stat., the City shall defend, indemnify and hold the Department, including its agents, employees and assigns, harmless from any and all demands, claims, liabilities, damages, costs, fines, penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever arising out of or related to the performance or breach of this Agreement ("Liabilities"). The City shall notify the Department in writing immediately after it becomes aware of any such Liabilities. It is specifically understood and agreed that this indemnification provision does not indemnify the Department, including the Department's agents, employees and assigns, for its negligence, intentional or wrongful acts, omissions or breach of contract.

SOVEREIGN IMMUNITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Fla. Stat. (2008). The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Fla. Stat. (2008).

ASSIGNMENT

The City may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's St. Augustine Maintenance Engineer or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

VENUE

Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction selected by the Department, including, without limitation, Leon County. If legal action is initiated by the City, the City shall consent to the transfer of venue to a county identified by the Department in an appropriately filed motion requesting the same.

JURY TRIAL

The parties hereby waive right to trial by jury of any dispute concerning the validity, interpretation, performance or breach of this Agreement.

COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event, deficiency or material breach from which the designated period of time begins to run, shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

LEGAL FEES

Each party hereto shall bear their own attorneys' fees and costs incurred through the execution of this Agreement. Thereafter, should either party employ an attorney to enforce any of the provisions of this Agreement, the non-breaching and/or prevailing party shall be entitled to recover all reasonably incurred attorneys' fees and costs, including attorneys' fees and costs incurred during any appeal, whether or not suit is filed.

EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of this Agreement and shall do all other acts to effectuate this Agreement, time being of the essence.

VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that each understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of the parties; (ii) that each provision of this Agreement has been negotiated fairly at arm's length; (iii) that each party fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) each has had, or had the opportunity to have, independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

ENTIRE AGREEMENT

This instrument contains the entire Agreement of the parties. No representations or promises have been made except those that are set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

WAIVER

The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.

INTERPRETATION

No provision in this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision.

SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, or administrative body, of competent jurisdiction to be invalid and unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as the principle purposes of this Agreement remain enforceable.

SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereby execute this Agreement, consisting of nine (9) pages.

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

**"DEPARTMENT"
STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION**

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Chief Counsel District 2

ATTEST:

By: _____

Print Name: _____

Title: _____

Date: _____

**"CITY
CITY OF PALATKA, FLORIDA**

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
GENERAL USE PERMIT

Date: 1/28/2009 Permit No.: 2009-K-297-0002

Name of Applicant or Authorized Agent: Woody Boynton

Entity (if applicable): CITY OF PALATKA

(If entity, furnish contact information for responsible representative)

Address: 201 N. 2ND ST Zip Code: 32177

City/State: PALATKA, FL Telephone No.: 386-329-0100

Email Address: _____

Activity / Project Site

County: PUTNAM State Road: 100 Section: 09

From Mile Post: 19.035 to Mile Post: 19.346 (1.25 MI NW SR19 TO 1.55 MI NW SR19)

Construction Proposed or Underway: Yes No FM Project No.: _____

Name of Municipality if Work is within Limits: CITY OF PALATKA

Description of Work Activity: CLEARING OF APPROXIMATELY 1500'-2000' OF BRUSH WITHIN ROW OF SR 100, ADJACENT TO PALATKA MUNICIPAL AIRPORT PROPERTY, INCLUDING REMOVAL OF ONE TREE.

PLEASE SEE ATTACHED DRAWING FOR MORE SPECIFIC LOCATION + ATTACHED PHOTOS FOR EXISTING VEGETATION

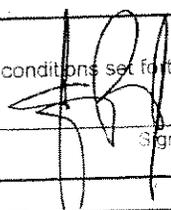
General Provisions

1. Attach any pertinent plans or drawings.
2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.
3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work.
Contact Joe May at (904) 825-5004
4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.
5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.
6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.

Exhibit B
Pg. 1 of 3

Special Provisions

Conditions
1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.
2. Work shall commence within <u>60</u> days of permit approval. Work shall be completed by <u>(120 DAYS FROM APPROVAL DATE)</u> (Date)
3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.

Applicant
I hereby agree to comply with all terms and conditions set forth and described in this permit.
<u>Woody Bunton, CITY MANAGER</u>  <u>2/2/09</u> Printed or Typed Name and Title Signature Date

FDOT
Approved by: <u>Connie B. Walker</u> <u>Connie B. Walker</u> <u>2/19/09</u> Print Designated Engineer Signature Date <u>Maint. Permits Mgr.</u> Title

Exhibit B
Pg. 2 of 3

Agenda Item

3e-1

**REQUEST TO BE PLACED ON
CITY COMMISSION AGENDA**

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 5:00 p.m. on the Wednesday, a week prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

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

Chief Gary Getchell / Palatka Police Department

Name of Individual making presentation or request, if different:

Chief Gary Getchell

Address: Palatka Police Department

Daytime Phone 329-0115 Home ph. _____ Fax _____

Requested meeting date for Agenda Item: March 26, 2009

Request for Commission Action or Presentation Only; no action required Subject

Matter you wish to address:

Grant Application

Refer to attached announcement

Commission Action Requested, if any: Authorize department to apply for Federal

Grant - Cops Hiring Recovery Program to fund one (1) position (100% funding

salary and benefits)

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 288.105

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

James Griffith

From: Gary Getchell
Sent: Monday, March 16, 2009 11:55 AM
To: James Griffith; Reno Fells
Subject: FW: COPS Hiring Recovery Program (CHRP) is now open

From: Cops_Info [mailto:Cops_Info@usdoj.gov]
Sent: Monday, March 16, 2009 9:10 AM
To: Gary Getchell
Subject: COPS Hiring Recovery Program (CHRP) is now open

United States Department of Justice
Office of Community Oriented Policing Services (COPS)

Office of the Director
1100 Vermont Avenue, N.W.
Washington, DC 20530

March 16, 2009

Dear Colleague,

The Office of Community Oriented Policing Services (COPS Office) is pleased to announce that the solicitation for applications requesting funding under the COPS Hiring Recovery Program (CHRP) is now open. CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts. Up to \$1 billion in grant funding is available for the hiring and rehiring of career law enforcement officers. There is no local match requirement for CHRP, but grant funding will be based on current entry-level salary and benefits packages, and therefore any additional costs for higher salaries or benefits for particular individuals hired will be the responsibility of the grantee agency.

CHRP grants will provide 100 percent funding for approved entry-level salaries and benefits for three years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a future date, as a result of local budget cuts. Although there is no cap on the number of positions an agency may request, but awards will be limited to available funding.

Grantees must retain all sworn officer positions awarded under the CHRP grant for a period of one year (12 months) following the conclusion of grant funding. The retained CHRP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

In evaluating how many positions to request, please be mindful of the initial three-year grant period and your agency's ability to fill the officer positions awarded, as well as to retain the additional positions for 12 months following the conclusion of the grant, while following your agency's established hiring policies and procedures.

3/17/2009

Applications for CHRP grants are currently being accepted online through the COPS Office web site: www.cops.usdoj.gov. The COPS Office wants to ensure that your agency has sufficient time to complete all required pre-application steps, and therefore encourages you to join the thousands of law enforcement agencies that have already visited the COPS Office web site to establish or update their online account through the "Account Access" feature. The website will also allow you to review important information regarding CHRP eligibility, details on application procedures, the COPS nonsupplanting requirement, and other frequently asked questions regarding the program. Also, please be aware that the provisions of the American Recovery and Reinvestment Act require submissions of new and additional quarterly financial and programmatic reports from CHRP grantees.

Agencies will be able to submit applications online at www.cops.usdoj.gov until **11:59pm, Eastern Daylight Time, on April 14, 2009**. Any applications submitted after this time will not be accepted or considered for funding under this program. Also note that applicants who do not complete the required pre-application steps as outlined on the COPS web site in time to submit the application will not be considered for funding; therefore, if your agency is interested in this funding opportunity, you are encouraged to begin the necessary steps immediately.

The COPS Office looks forward to working with the law enforcement agencies that apply under this program and will provide technical assistance to applicants during the solicitation process, as requested. For more information, please visit the COPS Office web site at www.cops.usdoj.gov, or call the COPS Office Response Center at 1.800.421.6770.

Sincerely,



Timothy J. Quinn
Acting Director

3/17/2009

Agenda Item

3e-2

**REQUEST TO BE PLACED ON
CITY COMMISSION AGENDA**

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office *no later than 5:00 p.m. on the Wednesday, a week prior to the next regularly scheduled Thursday City Commission meeting.* Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

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

Chief Gary Getchell / Palatka Police Department

Name of Individual making presentation or request, if different:

Chief Gary Getchell

Address: Palatka Police Department

Daytime Phone 329-0115 **Home ph.** _____ **Fax** _____

Requested meeting date for Agenda Item: March 26, 2009

Request for Commission Action or Presentation Only; no action required Subject

Matter you wish to address:

Grant Application

Refer to attached announcement

Commission Action Requested, if any: Authorize department to apply for Federal

Grant – Edward Byrne Memorial Justice Assistance Grant in amount of \$88,636.00.

(No Match Required)

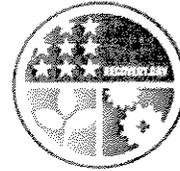
ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE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

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



RECOVERY ACT



The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As one of its many elements, the Recovery Act provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partners to ensure this funding invests in the American workforce.

Specifically, under this solicitation, BJA will be making awards to assist local and tribal efforts to prevent or reduce crime and violence.

Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation

Eligibility

Applicants are limited to units of local government listed in the [Recovery Act JAG allocation list](#) for JAG funds.

(See "Eligibility," page 2)

Deadline

Registration with OJP's Grants Management System is required prior to application submission.

Applicants must obtain a DUNS number from Dun and Bradstreet prior to application submission. Applicants, including those applying through GMS, must register with the Central Contractor Registration (CCR) database.

(See "Deadline: Registration," page 1)

All applications are due by 8:00 p.m. Eastern Time, on May 18, 2009.

(See "Deadline: Applications," page 2)

Important Note to Prospective Applicants

This solicitation is issued pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), which was signed into law by President Obama on February 17, 2009. As of the date this solicitation is issued, government-wide guidance is still forthcoming on various aspects of the Act.

Applicants are strongly advised to check the appropriate web site and www.ojp.usdoj.gov/recovery/solicitationrequirements.htm periodically (including before submitting an application) for updates to this solicitation and its associated requirements. Additional information may become available that could affect project proposal narratives, timelines, budget requests, certifications, and other matters related to applications.

Award recipients will be required to follow any applicable provisions of government-wide guidance that may be issued pursuant to the Recovery Act.

Contact Information

For assistance with the requirements of this solicitation, contact: BJA toll-free at 1-866-268-0079 or e-mail JAGRecovery@usdoj.gov. This e-mail account will be checked hourly. A response will be provided within one business day. You may also contact your BJA State Policy Advisor at www.ojp.usdoj.gov/BJA/resource/stcont.htm, or Eileen M. Garry, Deputy Director for Programs, at 202-307-6226 or eileen.garry@usdoj.gov.

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance with submitting the application, call the GMS Support Hotline at 1-888-549-9901, option 3. The GMS Support Hotline hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t. For step-by-step GMS guidance, please utilize OJP's online Grants Management System training tool: www.ojp.usdoj.gov/gmscbt/.

Release date: March 6, 2009

State	Jurisdiction Name	Government Type	Eligible Individual Allocation	Eligible Joint Allocation
FL	MILTON CITY	Municipal	\$22,687	
FL	MONROE COUNTY	County	\$98,641	
FL	MONTICELLO CITY	Municipal	\$11,837	
FL	MOUNT DORA CITY	Municipal	\$43,684	
FL	MULBERRY CITY	Municipal	\$11,555	
FL	NAPLES CITY	Municipal	\$20,010	
FL	NASSAU COUNTY	County	\$368,917	
FL	NEW PORT RICHEY CITY	Municipal	\$76,235	
FL	NEW SMYRNA BEACH CITY	Municipal	\$51,011	
FL	NEWBERRY CITY	Municipal	\$11,978	
FL	NICEVILLE CITY	Municipal	\$10,569	
FL	NORTH MIAMI BEACH CITY	Municipal	\$194,041	
FL	NORTH MIAMI CITY	Municipal	\$299,023	
FL	NORTH PALM BEACH VILLAGE	Municipal	\$16,064	
FL	NORTH PORT CITY	Municipal	\$58,903	
FL	OCALA CITY	Municipal	\$273,095	
FL	OCOOEE CITY	Municipal	\$73,135	
FL	OKALOOSA COUNTY	County	\$181,922	
FL	OKEECHOBEE CITY	Municipal	\$15,078	
FL	OKEECHOBEE COUNTY	County	\$109,914	
FL	OPA-LOCKA CITY	Municipal	\$186,713	
FL	ORANGE CITY	Municipal	\$37,343	
FL	ORANGE COUNTY	County	\$2,923,013	
FL	ORANGE PARK TOWN	Municipal	\$21,701	
FL	ORLANDO CITY	Municipal	\$1,743,126	
FL	ORMOND BEACH CITY	Municipal	\$44,811	
FL	OSCEOLA COUNTY	County	\$326,220	
FL	OVIEDO CITY	Municipal	\$34,102	
FL	PAHOKEE CITY	Municipal	\$45,798	
FL	PALATKA CITY	Municipal	\$88,636	
FL	PALM BAY CITY	Municipal	\$239,557	
FL	PALM BEACH COUNTY	County	\$1,246,822	
FL	PALM BEACH GARDENS CITY	Municipal	\$54,112	
FL	PALM SPRINGS VILLAGE	Municipal	\$43,120	
FL	PALMETTO BAY VILLAGE	Municipal	\$44,670	
FL	PALMETTO CITY	Municipal	\$116,255	
FL	PANAMA CITY	Municipal	\$155,430	
FL	PANAMA CITY BEACH CITY	Municipal	\$41,006	
FL	PASCO COUNTY	County	\$594,664	
FL	PENSACOLA CITY	Municipal	\$203,059	
FL	PINECREST VILLAGE	Municipal	\$20,292	
FL	PLANT CITY	Municipal	\$123,865	
FL	POLK COUNTY	County	\$680,200	
FL	PORT ORANGE CITY	Municipal	\$26,633	
FL	PORT RICHEY CITY	Municipal	\$11,696	
FL	PORT ST LUCIE CITY	Municipal	\$147,680	
FL	PUNTA GORDA CITY	Municipal	\$20,151	
FL	PUTNAM COUNTY	County	\$255,198	
FL	QUINCY CITY	Municipal	\$45,938	
FL	RIVIERA BEACH CITY	Municipal	\$329,884	
FL	ROCKLEDGE CITY	Municipal	\$29,592	
FL	ROYAL PALM BEACH VILLAGE	Municipal	\$46,925	