
AGENDA
CITY OF LAKE CITY
City Council Regular Session
February 20, 2018
6:00 P.M. at City Hall

PLEDGE OF ALLEGIANCE

INVOCATION - Council Member Eugene Jefferson

1. ROLL CALL

2. PROCLAMATIONS

None

3. MINUTES

None

4. APPROVAL OF AGENDA

5. APPROVAL OF CONSENT AGENDA

A. Approval to award Bid Number ITB-009-2018 for Fire Hydrants and Accessories to Consolidated Pipe & Supply Company, the most responsive responsible bidder, for \$85,541.00

6. PRESENTATIONS

A. Mr. Greg Galpin-Status update on the North Florida Mega Industrial Park Project

7. PERSONS WISHING TO ADDRESS COUNCIL

8. OLD BUSINESS

None

9. NEW BUSINESS

A. RESOLUTIONS:

1. City Council Resolution No. 2018-010, if adopted, will authorize the City to renew its agreement with Gollahon Financial Services, Inc., as Financial Advisor, to the City with respect to the issuance of bonds, notes and other debt instruments.
2. City Council Resolution No. 2018-011, if adopted, will authorize the Lake City Police Department to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, to coordinate services to victims and survivors of rape.
3. City Council Resolution No. 2018-012, if adopted, will authorize the Lake City Police Department to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center, to coordinate services to victims and survivors of domestic violence.
4. City Council Resolution No. 2018-013, if adopted, will authorize the Lake City Police Department to enter into a Memorandum of Understanding with Exploring, which operates and maintains the program known as Learning for Life.

10. DEPARTMENTAL ADMINISTRATION

None

11. COMMENTS BY COUNCIL MEMBERS

12. ADJOURNMENT

Meeting Date
2/20/2018

City of Lake City Report to Council

AGENDA	
Section	5
Item No.	A

SUBJECT:

DEPT. / OFFICE:
Utilities

Originator: Brian Scott, Director of Distribution/Collection		
City Manager Wendell Johnson	Department Director Paul Dyal	Date 2/7/2018
Recommended Action: Award low bidder, Consolidated Pipe & Supply the bid for Fire hydrant and repair materials. Bid # ITB-009-2018		
Summary Explanation & Background: On February 6, 2018 three (3) bids for 55 Fire Hydrants and accessories were received and evaluated through required procurement procedures. Consolidated Pipe and Supply of Tallahassee, Florida provided the lowest Bid and the Staff Review Committee recommends awarding ITB-009-2018 to Consolidated Pipe for \$85,541.00. the new fire hydrants are to replace those found as defective and removed from service by City Contractor R&M Solution during the 2017 fire hydrant inspection and maintenance program		
Alternatives: None – Hydrants must be replaced		
Source of Funds: Fire Department FY 18 Budget Account 030.34 Fire Hydrant Maintenance \$35,000 Account 090.99.02 Contingency \$50,541.00		
Financial Impact: \$85,541.00		
Exhibits Attached: ITB-009-2018 Bid Tabulation		



APPROVED BY COUNCIL:

FIRE HYDRANTS AND ACCESSORIES

ITB-009-2018

Opened 2/6/2018 @ 11:15 a.m.

Consolidated Pipe & Supply 4453 Entrapot Blvd Tallahassee, FL 32310 (850) 575-0846	Core & Main LP 6854 Distribution Ave S Jacksonville, FL 32256 (904) 268-7007	Fortiline, Waterworks Inc. 6982 Highway Ave. Jacksonville, FL 32254 (904) 652-0962
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ITEM 1: FIRE HYDRANTS

- A. 3' BURY - Qty 20
- B. 4' BURY - Qty 30
- C. 5' BURY - Qty 5

EACH	TOTAL	EACH	TOTAL	EACH	TOTAL
\$1,253.50	\$25,070.00	\$1,360.00	\$27,200.00	\$1,250.00	\$25,000.00
\$1,315.00	\$39,450.00	\$1,400.00	\$42,000.00	\$1,310.00	\$39,300.00
\$1,376.00	\$6,880.00	\$1,525.00	\$7,625.00	\$1,371.00	\$6,855.00

TOTAL	\$71,400.00	\$76,825.00	\$71,155.00
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ITEM II: ACCESSORIES

- A. 6" Fire hydrant risers compatible with Item I: A, B, C - Qty 8
- B. 6" gate valves with square heads - Qty 20
- C. 6" rubber and bolt kits - Qty 80
- D. 6" Meg a lugs for PVC C-900 pipe - Qty 30
- E. 6 inch Meg a Lug for Ductile iron pipe - Qty 20
- F. 6 inch Meg a Lug for steel pipe - Qty 10
- G. 6x13 sleeve for 6" pipe MJ X MJ - Qty 10
- H. 6x13 MJ Swivel x MJ solid fire hydrant adapter - Qty 30
- I. 6" tees MJ X MJ X MJ - Qty 8
- J. 6" MJ and Swivel Tee - Qty 4
- K. Medium valve boxes - Qty 20

\$210.00	\$1,680.00	\$360.00	\$2,880.00	\$379.25	\$3,034.00
\$370.00	\$7,400.00	\$418.00	\$8,360.00	\$365.00	\$7,300.00
\$8.00	\$640.00	\$12.00	\$960.00	\$7.25	\$580.00
\$17.00	\$510.00	\$20.00	\$600.00	\$17.94	\$538.20
\$13.50	\$270.00	\$16.00	\$320.00	\$14.58	\$291.60
\$13.50	\$135.00	\$20.00	\$200.00	\$17.94	\$179.40
\$32.00	\$320.00	\$40.00	\$400.00	\$32.64	\$326.40
\$59.00	\$1,770.00	\$72.00	\$2,160.00	\$62.99	\$1,889.70
\$52.00	\$416.00	\$63.00	\$504.00	\$78.01	\$624.08
\$60.00	\$240.00	\$73.00	\$292.00	\$66.70	\$266.80
\$38.00	\$760.00	\$28.00	\$560.00	\$28.38	\$567.60

TOTAL	\$14,141.00	\$17,236.00	\$15,597.78
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GRAND TOTAL	\$85,541.00	\$94,061.00	\$86,752.78
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Recommendation: Consolidated Pipe and Supply Co.

CITY COUNCIL RESOLUTION NO. 2018-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE CITY TO RENEW ITS AGREEMENT WITH GOLLAHON FINANCIAL SERVICES, INC., AS FINANCIAL ADVISOR TO THE CITY WITH RESPECT TO THE ISSUANCE OF BONDS, NOTES AND OTHER DEBT INSTRUMENTS.

WHEREAS, the City of Lake City, Florida ("City") contemplates issuing bonds, notes and other debt instruments; and

Whereas, the City entered into an Agreement with Gollahon Financial Services, Inc. ("Gollahon") dated March 1, 2010 by City Council Resolution 2010-043; and

WHEREAS, the City has determined that it is in the City's best interest to renew its Agreement with Gollahon to provide the City with financial advice and services in the issuance of bonds, bank loans, notes or other debt instruments in accordance with and pursuant to the Agreement between the City and Gollahon, a copy of which is attached hereto and made a part of this resolution (the "Agreement"); and

WHEREAS, the City, by this resolution, authorizes, approves, confirms and ratifies the Agreement and its execution by the City Manager.

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

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

Section 2. The City is hereby authorized to renew the Agreement with Gollahon Financial Services, Inc.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. Provided however,

that any such changes or modifications shall not cause the payment to Gollahon to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Agreement in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Gollahon shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February, 2018.

CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt, Mayor

ATTEST:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

Frederick L. Koberlein, Jr.,
City Attorney

CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA

AND GOLLAHON FINANCIAL SERVICES, INC.

THIS CONTRACT made and entered into this ____ day of February 2018, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and GOLLAHON FINANCIAL SERVICES, INC., whose mailing address is 4125 Bayshore Boulevard NE, St. Petersburg, Florida 33703 (herein referred to as "Contractor").

WHEREAS, the City contemplates issuing bonds, notes and other debt instruments; and

WHEREAS, the City and Contractor entered into a Letter of Agreement dated March, 1, 2010, (the "Agreement") a copy of which is attached hereto as "Exhibit A", pursuant to City Council Resolution No. 2010-043; and

WHEREAS, the Contractor has demonstrated its experience in the issuance and sale of various types of debt financings and offers to continue to provide financial advisory services to meet the needs of the City; and

WHEREAS, the Contractor and the City have continued to work through projects since entering the Agreement; and

WHEREAS, the City desires for the Contractor to continue providing financial advising services for and to the City; and

WHEREAS, the City desires to extend the Agreement with the Contractor and to memorialize the City and Contractors intentions and obligations.

NOW, THEREFORE, in consideration of the premises and the mutual

covenants and agreements herein contained, the parties hereto agree as follows:

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

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

(a) "CITY" means the City Council of the City of Lake City, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of the Agreement reasonably inferred to the City

(c) "CONTRACTOR" means Gollahon Financial Services, Inc., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means audit services for the City of Lake City. Specifically, the services and responsibilities listed within the section titled "SCOPE OF SERVICES" found within the Letter of Agreement dated March 1, 2010, attached hereto as "Exhibit A".

(e) "SUB-CONTRACTOR" means any individual or firm offering professional

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

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

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the services identified herein and the Letter of Agreement ("Exhibit A").

4. **Term of Contract:** The term of the Letter of Agreement shall be extended for an additional five (5) years commencing on March 1, 2018. Either the Contractor or the City may elect to terminate this agreement for either cause or convenience, by the electing party providing sixty (60) days advance written notice to the other party. The term of this Contract may be extended only by a written agreement of the parties.

5. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in the Letter of Agreement, dated March 1, 2010, attached hereto as "Exhibit A".

6. **Insurance:** Contractor agrees to and shall procure and maintain insurance during the term of this Contract and shall provide proof of the following insurance coverages to the City Procurement Department prior to the

commencement of work:

- (a) Comprehensive commercial general liability insurance covering as insured the Contractor and City with limits of liability of not less than \$1,000,000.00 for coverage of bodily injury or death to any person or persons, property damage, premises-operations, independent contractors, products/completed operations; and
- (b) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles with coverage limits of not less than \$200,000.00 per person and \$300,00.00 per occurrence and \$200,00.00 property damages; and
- (c) Worker's compensation insurance for the benefit of the employees of Contractor, as required by the laws of the State of Florida; and
- (d) Professional liability insurance for "errors and omissions" covering as insured the Contractor with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. This Contract does not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability or obligations under the Contract. All insurance policies shall be through Insurers authorized to write policies in Florida. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious

liability resulting from the conduct of Contractor and other employed or utilized sub-Contractors in the performance of the services.

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

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

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

8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and

professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

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

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

10. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Contractor of all services provided pursuant to this Contract is of the essence. The Contractor agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all services provided pursuant to this Contract will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout.

11. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or

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

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

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

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

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

City Clerk, City of Lake City
205 North Marion Avenue

Lake City, Florida 32055
1-386-719-5826 or 1-386-719-5756
E-mail: sikesa@lcfla.com

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

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

ii. Request for Redacted Information: In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the city will provide contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the city will notify the contractor such an assertion has been made. It is contractor's responsibility to assert that the

information in question is exempt from disclosure under Chapter 119 or other applicable law. If the city becomes subject to a demand for discovery or disclosure of the Confidential Information of contractor under legal process, the Client shall give the contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). The contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

iii. Indemnification. The contractor shall protect, defend, and indemnify the city for any and all claims arising from or relating to contractors' determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the contractor fails to submit a redacted copy of information it claims is Confidential, the City is authorized to produce the entire documents, data, or records submitted to the City's in answer to a public records request or other lawful request for these records.

15. **Entire Agreement:** Incorporated herein, and made a part hereof, are the Letter of Agreement ("Exhibit A"), and all attachments thereto. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified,

or canceled by a duly executed written instrument adopted by resolution.

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

17. **Effective Date:** It is agreed by City and Contractor that the effective date is March 1, 2018.

*{Remainder of this page intentionally left blank.}
{Signature page to follow}*

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

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

By: _____
Audrey Sikes, City Clerk

Approved as to form and legality:

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

Signed, sealed and delivered in the presence of:

Witness

(Print/Type Name)

Witness

(Print/Type Name)

GOLLAHON FINANCIAL SERVICES, INC.

By: _____
James Gollahon, President

**LETTER OF AGREEMENT
BETWEEN
THE CITY OF LAKE CITY, FLORIDA
AND
GOLLAHON FINANCIAL SERVICES, INC.**

This Letter of Agreement (the Agreement) is entered into as of this 1st day of March, 2010, by and between The City of Lake City, Florida (the City) and Gollahon Financial Services, Inc. (the Financial Advisor).

WHEREAS, the City contemplates issuing bonds, notes and/or other debt instruments, and

WHEREAS, the Financial Advisor has demonstrated its experience in the issuance and sale of various types of debt financings and offers to provide financial advisory services to meet the needs of the Board.

THEREFORE, BE IT AGREED:

1. Scope of Services:

The City retains the Financial Advisor to give certain assistance, advice and services in the issuance of bonds, bank loans, notes or other debt instruments and such services shall include but shall not be limited to the following:

Provide reports on the trends and financing alternatives in markets related to the financial activities of the City.

Provide recommendations on the suitability of various financing alternatives involving the funding of the City's capital needs.

Provide assistance in the preparation and sale of debt incurred by or on behalf of the City, including but not limited to utility revenue bonds, sales tax revenue bonds, lease revenue bonds, general obligation bonds, refunding bonds and short term notes.

Help assemble and coordinate a finance team to plan, execute and close the optimal financing for the City. Create and maintain a distribution list of the City's finance team.

Recommend a competitive or negotiated sale, and provide a plan for marketing, timing and structuring the sale to provide best available interest rates and terms.

Prepare various requests for proposals. Review and summarize the responses to the proposals for bank loans, investment banking services, credit and liquidity providers, or other services associated with the City's financing needs.

Create performance benchmarks against which to compare proposals and the results of financial transactions. This includes recommending appropriate refunding levels for existing debt.

Prepare presentations and/or packages to be submitted to major credit rating agencies or bond insurance companies, as needed.

Review all legal and offering documents associated with the City's financings, including loan agreements, bond resolutions, trust agreements, registrar or paying agent agreements, escrow deposit agreements, and such other similar documents necessary, related or incidental to the proposed financing; provided, however, that such review and comment shall be made only in the capacity of a financial advisor and shall not be construed as legal advice nor shall the City rely upon such advice or comment in lieu of consulting an attorney.

Solicit bids or quotes to provide for the investment of the City's construction proceeds and/or refunding escrows that result from debt issues contemplated herein or for other investments as requested by the City's. The financial advisor understands that compensation for providing investment services related to construction proceeds associated with the issuance of tax-exempt securities by the City's is expected to be provided by the investment provider in accordance with the limits set forth in the arbitrage rules of the U.S. Tax Code.

Provide assistance in the efficient and timely closing of all financial transactions. Prepare a report and opinion as to fairness of the pricing of the debt with respect to a negotiated sale and presentation thereof to the City.

Represent the City, if requested, as an expert witness for financial matters in relation to a proposed financing for validation hearings and attend any judicial hearings in relation thereto.

Assist in developing, designing and producing promotional materials and financial analyses in connection with bond referenda.

Other services to the City as may be appropriate to the role of the financial advisor including assisting with questions and issues of a general nature not directly related to a particular issuance of debt.

2. Fees for Financial Advisory Services:

The following fees shall be paid to the Financial Advisor for professional services involving the planning, sale and closing of a specific tax-exempt or taxable long-term (over 1 year) financing:

Base Fee per financing		\$ 15,000
	PLUS	
Variable Fee per \$1,000 borrowed over \$ 5 million		\$ 1.00

For a short-term (less than 1 year) financing:

Base Fee		\$ 7,500
	PLUS	
Variable fee per \$1,000 borrowed over \$ 5 million		\$.50

For services not related to a specific financing:

James Gollahon, President		\$ 110
Tamara Gollahon, Vice President		\$ 75
Analyst and Administrative		\$ 40

Expenses:

The Financial Advisors' out-of pockets expenses shall be billed at cost and shall not exceed \$1,000 per financing transaction (excluding out-of-state travel). Expenses for out of state travel, if needed and approved by the City, will be billed at cost. Mileage will be billed at the published IRS rate.

In addition to the financial advisor's fees, the City will be responsible for all the expenses of a financing, including but not limited to, legal fees, rating fees, insurance premiums, printing, accounting, paying agent and registrar fees.

Investment of Funds:

Should the City require the Financial Advisor's assistance with the investment of Bond Proceeds and/or other monies, a fee shall be charged not to exceed the standard fee allowed for such services as outlined in applicable U.S. Treasury Regulations in effect at the time the investment is made, or such lesser fee as negotiated with the City.

3. Length of the Agreement:

The term of this agreement shall commence on March 1, 2010 and shall remain in force for a period of 3 years from such date. Upon mutual agreement between the parties, the contract may be extended for additional one, three or five year periods upon approval by the City. However, should either of the parties to the agreement elect to terminate the agreement, said agreement may be terminated, for cause or convenience, by the electing party's provision of sixty (60) days written notice to the other party.

IN WITNESS to the acceptance of this agreement, the City and the financial advisor have caused the presents to be executed by their duly authorized officers and representatives as of the day and year above written.

The City of Lake City, Florida

Gollahon Financial Services, Inc.

By Vandell Johnson Date 3-9-10

By James Gollahon Date 3-1-10

Title City Manager

President

Attest Mayan Larson

Jamara Gollahon 3-1-10

APPROVED AS TO FORM AND LEGALITY
By: Herbert F. Darby

HERBERT F. DARBY
City Attorney

9 A 2

CITY COUNCIL RESOLUTION NO. 2018-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., DOMESTIC VIOLENCE AND RAPE CRISIS CENTER, TO COORDINATE SERVICES TO VICTIMS AND SURVIVORS OF RAPE.

WHEREAS, the City of Lake City, Florida ("City"), by and through its Lake City Police Department ("LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center ("Another Way") to coordinate services to adult and adolescents (ages 12 and up who don't fall under the jurisdiction of the child protection team) victims and survivors of rape who present to LCPD as described in the Memorandum of Understanding (the "MOU"), a copy of which is attached hereto and made a part of this resolution.

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

Section 1. The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February, 2018.

CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt, Mayor

ATTEST:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein, Jr.,
City Attorney

**Memorandum of Understanding
Between Another Way, Inc., Domestic Violence and Rape Crisis Center
And Lake City Police Department**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Another Way, Inc., Domestic Violence and Rape Crisis Center (AW), whose address is P. O. Box 1028, Lake City, Fl. 32056-1028, and the Lake City Police Department, whose address is 225 NW Main Blvd Ste 102, Lake City, Florida 32055.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the organizations will work together to best coordinate services to adult and adolescent (age 12 and up who don't fall under the jurisdiction of the child protection team) victims/survivors of rape who present at the Lake City Police Department.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 2 years. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City (currently 164 North East Madison Street, Suite 103, Lake City, Florida 32055). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from the Lake City Police Department. AW staff will respond to the unit of the hospital specified by hospital staff. AW agrees to facilitate Multi-County SART (Sexual Assault Response Team) meetings.

5. **Responsibilities of Lake City Police Department.** Lake City Police Department has sole discretion in determining when it is appropriate for an Another Way on-call advocate to be requested. Lake City Police Department agrees to be an active partner in the Multi-County SART (Sexual Assault Response Team) monthly meetings. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)).

6. **Amendments** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7. **Signatures** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Another Way, Inc.

Andrea Gottry, Executive Director Date

Lake City Police Department

Argatha Gilmore, Chief of Police Date

Stephen M. Witt, Mayor Date

9 A 3

CITY COUNCIL RESOLUTION NO. 2018-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ANOTHER WAY, INC., TO COORDINATE SERVICES TO VICTIMS AND SURVIVORS OF DOMESTIC VIOLENCE.

WHEREAS, the City of Lake City, Florida ("City"), by and through its Lake City Police Department ("LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Another Way, Inc., Domestic Violence and Rape Crisis Center ("Another Way") to coordinate services to victims and survivors of domestic violence who present to LCPD as described in the Memorandum of Understanding (the "MOU"), a copy of which is attached hereto and made a part of this resolution.

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

Section 1. The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is hereby authorized to enter into the MOU with Another Way.

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February, 2018.

CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt, Mayor

ATTEST:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein, Jr.,
City Attorney

**Memorandum of Understanding
Between Another Way, Inc., Domestic Violence and Rape Crisis Center
And Lake City Police Department**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Another Way, Inc., Domestic Violence and Rape Crisis Center (AW), whose address is P. O. Box 1028, Lake City, Fl. 32056-1028, and the Lake City Police Department, whose address is 225 NW Main Blvd Ste 102, Lake City, Florida 32055.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the organizations will work together to best coordinate services to victims/survivors of domestic violence who present to Lake City Police Department.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than 2 years. This MOU may be terminated, without cause, by either party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of Another Way, Inc.** Another Way, Inc. has established a physical location in Lake City (currently 164 North East Madison Street, Suite 103, Lake City, Florida 32055). AW will ensure adequate staff rotation to respond on an on-call basis to requests for crisis intervention from Lake City Police Department. AW staff will respond to the unit requested at the Lake City Police Department.

5. **Responsibilities of Lake City Police Department** Lake City Police Department has sole discretion in determining when it is appropriate for an Another Way on-call advocate to be requested. Lake City Police Department agrees to notify Another Way, as a locally certified domestic violence center, of all alleged incidents of domestic violence as required by Florida law (i.e., section 741.29, Florida Statutes (2016)).

6. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

Another Way, Inc.

Andrea Gottry, Executive Director Date

Lake City Police Department

Argatha Gilmore, Chief of Police Date

Stephen M. Witt, Mayor Date

9 A 4

CITY COUNCIL RESOLUTION NO. 2018-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE LAKE CITY POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH EXPLORING, WHICH OPERATES AND MAINTAINS THE PROGRAM KNOWN AS LEARNING FOR LIFE.

WHEREAS, the City of Lake City, Florida ("City"), by and through its Lake City Police Department ("LCPD"), has determined it is in its interest and the interest of its citizens to enter into a Memorandum of Understanding with Exploring, which operates and maintains a program known as Learning for Life which provides resources to entities to provide educational resources as described in the Memorandum of Understanding, a copy of which is attached hereto and made a part of this resolution (the "MOU").

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

Section 1. The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

Section 2. The City, by and through the LCPD, is hereby authorized to enter into the MOU with Exploring.

Section 3. The Mayor and Chief of Police are authorized to execute the MOU for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of February, 2018.

CITY OF LAKE CITY, FLORIDA

BY: _____
Stephen M. Witt, Mayor

ATTEST:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein, Jr.
City Attorney

EXPLORING™
DISCOVER YOUR FUTURE

Check One:

Explorer Club Explorer Post

Renewal Post/Club No. _____

Council _____ District _____

Annual Memorandum of Understanding

_____ has read and understands the following conditions for participating in this program operated and maintained by Learning for Life, a District of Columbia nonprofit corporation ("Learning for Life"), and desires to enter into this agreement regarding participation in this program. The responsibilities of the organization include:

Explorer Clubs only:

- Screening and selecting at least two adults, including a sponsor and associate sponsor, to work directly with the Explorer Club participants.

Explorer Posts only:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an advisor, who will work directly with the post officers.

Explorer Clubs and Explorer Posts:

- Ensuring that all participating adults complete the required Exploring Youth Protection training. The training is available at www.exploring.org.
- Providing adequate facilities for the participants to meet on a regular schedule with a time and place reserved.
- Participating in a program planning meeting and Open House.
- Participating in at least one evaluation with Learning for Life representatives each year.

Note: Adults may serve in multiple posts and clubs.

Exploring is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders; program resources; and primary general liability insurance to cover the participating organization, its board of directors and/or trustees, and its officers and employees in their official and individual capacities against personal liability judgments arising from official Learning for Life activities.

This Annual Memorandum of Understanding shall remain in effect through the registration expiration of the post or club. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of executive officer or designee

Signature of Exploring representative

(Print name)

(Print name)