

# *City of Dade City*

## **AGENDA MEMO**

**To:** Honorable Mayor and Members of the City Commission  
**From:** Lennie M. Naeyaert, P.E., City Engineer and Public Works Director  
**Subject:** Agreement for Grant Administrator for Community Development Block Grant  
Contract 09DB-4N-08-61-02-N 06.  
**Date:** 7/13/09

It is requested that the City Commission consider the following information and recommendation(s):

### **BACKGROUND:**

On May 12, 2009 the City Commission approved an agreement with the Florida Department of Community Affairs (DCA), for \$700,000.00 in grant monies under the Community Development Block Grant (CDBG). The project identified in the application was the rehabilitation of three of the City's lift stations.

### **ISSUES:**

As part of the CDBG process, the City was required to advertise for a Grant Administrator (advertised April 30, 2009). The only proposal received was from Fred Fox Enterprises, Inc. in the amount of \$49,000.00.

### **ALTERNATIVES:**

- Approve Staff Recommendation.
- Recommend an alternative solution.
- Direct that no action be taken.

### **RECOMMENDATION:**

Staff recommends the City Commission approve the agreement with Fred Fox Enterprises, Inc. and authorize the Mayor to execute the same.

### **FUNDING:**

CDBG Grant monies will be used to cover the administration costs.

## GENERAL ADMINISTRATION CONTRACT

This General Administration Contract entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the City of Dade City hereinafter referred to as the Local Government.

WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded a Community Development Block Grant in the Neighborhood Revitalization category, grant #09DB-4N-08-61-02-N06 hereinafter referred to as the "Project", and the local Government desires to implement that Project; and,

WHEREAS, the Administrator is now available, willing, and qualified to perform professional services in connection with the Project, to serve the Local Government to which this contract applies, and to give consultation, advice, and direction for such Project, and

WHEREAS, the Local Government being desirous that the Administrator perform such services regarding the Project does now engage Administrator to perform such services noted above on the DCA C.D.B.G. Neighborhood Revitalization Program and Administrator agrees to perform such services.

To provide technical assistance in various program areas, and

To serve the local government as its professional representative and coordinator in all phases of the Project to which this General Administration Contract applies, and

To develop and draft a Relocation Policy for the Project, if required, and

To disseminate information to the general public regarding the Project, and to provide adequate administrative plans regarding the acquisition of properties as may be required, and

To coordinate, monitor, and evaluate the Project, and

To provide, at a minimum, monthly or quarterly updates to the Local Government, and

To establish and maintain bookkeeping and financial management aspects of the Project and submit financial status reports to the Local Government on a monthly basis.

NOW THEREFORE, the parties hereto agree as follows:

## **ARTICLE 1**

### **A. GENERAL ADMINISTRATION**

#### **SCOPE OF THE SERVICES OF THE ADMINISTRATOR**

The Administrator shall provide the following services for the general

administration aspects of this project;

1. Coordinate, monitor, and evaluate the direct costs of the overall program, including but not limited to the multiple activities outlined in the subsections of the contract below.

2. Develop, plan, implement, and assess the citizen's participation to all community organizations, including but not limited to providing program information, technical assistance to citizens, publishing applicable notices, and conducting applicable hearings.

3. Respond to all citizen's questions and complaints concerning the project in a timely manner.

4. Disseminate to the public, including all community organizations, information on the program that involve citizen's participation, including but not limited to providing program information, technical assistance to community groups, and dissemination of materials.

5. Establish and maintain general and related files as required by the Department of Community Affairs (DCA).

6. Prepare the Environmental Review including the Public Notices and the "Request for Release of Funds".

7. Establish procedures relating to the procurement and implementation of services all pursuant to Department of Housing and Urban Development (HUD) and Department of Community Affairs (DCA) requirements and regulations.
8. Review and determine if professional services contracts are consistent with all OMB Circular A-102 ordinances.
9. Provide technical assistance to the Local Government in procuring professional service contracts.
10. Establish and maintain bookkeeping systems that are acceptable to both The Florida Department of Community Affairs and The Auditor General's Office.
11. Monitor the various subsections of the Project (i.e.) the replacement of the existing sewage lift stations to include new wet wells, pumps, valve vault and electrical controls in three (3) separate service areas located within the City of Dade City, Florida in regard to all HUD and DCA regulations and prepare all necessary and all requested responses to inquiries from Local, State, and Federal governmental units.
12. Evaluate the various subsections of the Project according to HUD and DCA regulations and prepare all final reports to the Departments.
13. Establish adequate advertising regarding all aspects of the Project to ensure active citizen participation, including but not limited to the environmental aspects of the

project.

14. This contract is to complete the work as outlined in the Community Development Block Grant #09DB-4N-08-61-02-N06 or as the contract may be amended.

15. The Consultant shall attend all meetings related to implementation of the CDBG Neighborhood Revitalization, including but not limited to, public hearings, staff meetings, public informational meetings, etc.

16. Provide monthly progress report to the local government in sufficient detail to indicate accomplishments and tasks completed.

17. Provide additional progress reports to the local government if requested.

18. Provide all reports relating to the project as required by the Florida Department of Community Affairs.

19. Prepare all required or requested program amendments including the preparation of advertisements, conducting required public hearings and updating Environmental Reviews.

## **B. PUBLIC FACILITIES**

### **SCOPE OF SERVICES OF THE ADMINISTRATOR**

The Administrator shall provide the following services for the public facilities unit of this project:

1. Coordinate, monitor, and evaluate the direct costs of such facilities within the target area.
2. Establish and maintain adequate bookkeeping systems for this subsection of the project.
3. Evaluate this subsection according to HUD and DCA regulations and prepare all reports to the Department.
4. Establish and maintain construction contract files.
5. Establish procedures relating to the procurement and implementation of contractual services, all pursuant to HUD and DCA requirements and regulations.
6. Review and determine if professional service contracts are consistent with OMB Circular A-102 Attachment O and any other regulations from any other agencies as may be required.
7. Provide technical assistance to the Local Government in procuring professional service contracts.
8. Review all bid packages for DCA and HUD contract compliance.
9. Evaluate bids received for inclusion of all required information.
10. Establish and maintain labor standards compliance files for the Local Government.
11. Obtain wage decision from the Department of Labor (DOL) and/or the

Department of Housing and Urban Development (HUD) and/or Department of Community Affairs (DCA) and submit same to the Local Government.

12. Schedule and coordinate pre-construction conferences.

13. Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.

14. Establish and maintain the Local Government's equal opportunity files for the Project.

15. Establish architect/engineer community development terms and conditions for incorporation in the bid package.

16. Obtain for the Local Government DOL/HUD/DCA clearances of contractor.

17. Prepare Notice of Award to DOL, HUD, or DCA as required.

18. Prepare and send notice on behalf of the Local Government to DOL and HUD or DCA that the construction has commenced.

19. Approve all payment requests to insure the payments are appropriate and the proper documentation is included.

20. Be present at all HUD and DCA monitorings and prepare the Local Government's response(s) to HUD and DCA monitoring letters.

21. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.

22. Represent the Local Government before any State or Federal boards or meetings regarding the public facilities subsection of the Project.

23. Perform all closeout activities, including the submission of reports as well as responding to requests for follow up information.

24. Provide monthly and occasional progress report as requested by the City or required by the Department of Community Affairs.

25. Attend all public meetings with the local government related to this grant.

26. Present all bids to the City Commissioners for approval.

27. Provide reports to be distributed in public meetings explaining the projects and their progress.

## **ARTICLE 2**

### **A. GENERAL ADMINISTRATION**

#### **LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection GENERAL ADMINISTRATION shall be:

1. To instruct the personnel of the Local Government to cooperate and assist the Administrator in the execution of the necessary financial data and procedures in order to comply with all HUD and/or DCA requirements.

2. To provide assistance in implementation of contractual services necessary to

the Project per the requirements of any and all HUD or DCA requirements.

3. Establish and maintain rapport with individual citizens and community groups regarding the Project.

4. Assist the Administrator in negotiations necessary for all subsections of the Project.

5. Review and implement all contracts necessary to ensure efficient progress of the Project.

## **B. PUBLIC FACILITIES**

### **LOCAL GOVERNMENT'S RESPONSIBILITY**

The Local Government's responsibility in regard to the subsection PUBLIC FACILITIES shall be:

1. To assist the Administrator in placing at its disposal all available information pertinent to the sites of the Project including previous reports and any other data relative to design and construction of the Project.

2. To furnish the Administrator, when available, reports regarding property, boundary, right-of way, topographic surveys, laboratory tests, core borings, probings and sub-surface explorations, hydrographic surveys, and inspection of sample and materials with the Administrator may rely on in performing its services.

3. Assist the Administrator in obtaining right-of entry and release of liability of

property owners.

4. Designate a member of the Local Government who will act as a contact person with the Administrator as to facilitate and transmit instructions, receive information, and generally assist as may be necessary and submit each person's name to the Administrator within ten (10) days of the signing of the contract.

5. Give prompt notice to the Administrator whenever the Local Government observes or otherwise becomes aware of any defects or problems with the Project.

6. Inform the Administrator of all meetings involving personal service contracts with architects and/or engineers regarding this Project.

### **ARTICLE 3**

#### **PERIOD OF PERFORMANCE**

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon final completion of the City's Florida Community Development Block Grant Neighborhood Revitalization Project and the issuance of a "Notice of Administrative Closeout" for the project by the Florida Department of Community Affairs.

**ARTICLE 4**  
**COMPENSATION**

The Local Government agrees to pay, from the funding set forth in Article Sixteen (16) herein, the Administrator and its associates in the following manner:

Compensation for the Administrator shall be the total sum of Forty-nine Thousand and 00/100 Dollars (\$49,000.00). Payment shall be made in Twenty-Three (23) equal monthly payments of Two Thousand Forty-one and 66/100 Dollars (\$2,041.66) and one (1) final payment of Two Thousand Forty-one and 82/100 Dollars (\$2,041.82). If extension of the grant is requested and approved by The Florida Department of Community Affairs monthly payment will be reduced accordingly to correspond with the remaining portion of the contract. Payments will commence thirty (30) days after the effective date of the contract between the Florida Department of Community Affairs (DCA) and the Local Government.

At the end of the twelfth month of this contract, the Local Government and the Administrator shall review the progress of the project to determine if the project is proceeding on schedule. If the project is determined not to be progressing on schedule, a revised payment schedule shall be developed that is acceptable to both parties.

If the grant contract obligations are met and the grant closes out prior to the twenty-four month ending date the administrator can be paid the sum remaining in the contract upon issuance of a “Notice of Administrative Closeout” for the project by the Florida Department of Community Affairs.

All requests for payment shall be submitted by the Administrator in detail sufficient for a proper pre-audit and post-audit review.

### **ARTICLE 5**

#### **CITIZENS PARTICIPATION**

It is understood between the parties that both the local Government and the Administrator shall encourage continuous participation in the Project by the citizens of the area. It is further understood that both the Local Government and the Administrator shall be responsible for adequate advertising of the Project. It is understood that funds for such advertising shall be paid from grant funds.

### **ARTICLE 6**

#### **LOCAL GOVERNMENT CONTACT PERSON**

The contact person who will represent the local Government in all matters pertaining to the Project shall be Lennie Naeyaert, Public Works Director or his designee.

**ARTICLE 7**

**EXCLUSIVE REPRESENTATION**

It is understood between the parties that a representative of the Local Government and a representative of Fred Fox Enterprises, Incorporated, will represent this Project before any and all DCA or HUD meetings.

**ARTICLE 8**

**CONFLICT OF INTEREST**

The Local Government having being so advised by the Administrator does hereby recognize that the Administrator has provided similar area services in the past to Local Governments and to area governmental bodies and may be so engaged in a similar Project at this time or in the future and the parties agree that administration of these Projects by the Administrator do not constitute a conflict of interest with the Project.

**ARTICLE 9**

**SOCIAL SECURITY**

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Administrator or any other participants during the period of this contract.

**ARTICLE 10**

**CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

**ARTICLE 11**

**TERMINATION**

Termination (cause and/or Convenience)

1. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by hand or by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party during said 10 day period prior to termination.

2. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1 above.

3. If termination for default is effected by the local government, an

equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Administrator at the time of termination may be adjusted to cover any additional costs to the local government because of the Administrator's default.

If termination for convenience is effected by the local government, the equitable adjustment shall provide for payment to the Administrator for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Administrator relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate, if any, and upon proper documentation submittal.

4. Upon receipt of a termination action under paragraphs (1) or (2) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or other wise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Administrator in performing this contract, whether completed or in process.

5. Upon termination, the local government may take over the work and

award another party a contract to complete the work described in this contract.

6. If, after termination for failure of the Administrator to fulfill contractual obligations, it is determined that the Administrator had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (3) above.

## **ARTICLE 12**

### **EQUAL OPPORTUNITY**

The Administrator warrant that there shall be no discrimination against employees, applicants for employment, those to whom services are rendered, and applicants for such services under this contract because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, or familial status.

During the performance of the function described herein, the Administrator agree to the following conditions pertaining to the recognition and protection of the civil rights of employees, applicants for employment, those to whom services are rendered, and applicants for such services:

1. The Administrator will comply with the provisions of Title VI of the Civil Rights Act of 1964, P.L. 88-352, as amended, and rules and regulations published pursuant thereto, all of which are made a part hereof as if fully

incorporated herein;

2. The Administrator will comply with the provisions of Presidential Executive Order Number 11246 of September 24, 1965, as amended, Title 3, Code of Federal Regulations, Chapter 4, which is made a part hereof as if fully incorporated herein, the provisions of Section 204 of which executive order must be set forth verbatim, to wit: During the performance of this contract, the Administrator agree as follows: The Administrator will not discriminate against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, or familial status. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Administrator agrees to post in conspicuous place, available to employees and applicants for employment, notice to be provided by the contracting officer setting for the provisions of the non-discrimination clause.

3. The Administrator will, in all solicitations or advertisements for employees placed by or on behalf of the Administrator, state that all qualified applicants will receive consideration for employment without regard to race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, or

familial status.

4. The Administrator will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under Section 204 of Executive Order Number 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Administrator will comply with all provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

7. In the event of the Administrator non-compliance with the non-discrimination clauses of this contract or with such rules, regulations, or

orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order Number 11246, of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Administrator will include the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the secretary of Labor issued to Section 204 of Executive Order Number 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Administrator will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided however, that in the event the Administrator become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Administrator may request the United States to enter into such litigation to protect the interest of the United States.

9. The Administrator shall not discriminate in solicitations or advertisements for employees placed by and on behalf of the contractor or against any employee or applicant for employment because of race, color, age, sex, religion, national origin, place of birth, ancestry, handicap, or familial status.

### **ARTICLE 13**

#### **HUD/DCA AUDITS**

If HUD or DCA finds that any sums received by the Administrator are unreasonable, then those sums shall be refunded by the Administrator to the Local Government as required by 24 C.F.R., Section 570.200. Administrator agree to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Community Development Agency (F.C.D.A.), due to the malfeasance, misfeasance, or nonfeasance of the administrator. All records will be made available to the Local Government auditors at their request as pre-audit and post-audit requirements.

### **ARTICLE 14**

#### **ADMINISTRATOR'S NOTICE**

#### **REGARDING ENGINEER OR ARCHITECT**

It is understood between the Local Government and the Administrator that the Administrator will not be responsible for any Federal, State, or Local

requirements that must be completed and supervised by the engineer and/or architect.

**ARTICLE 15**

**ADMINISTRATORS NOTICE**

**REGARDING LEGAL FEES AND AUDITS**

It is understood between the Local Government's and the Administrator that the Administrator will not be responsible for legal or audit costs associated with this project.

**ARTICLE 16**

**SOURCE OF FUNDING**

The sole source of payment for this contract is the funding received through the CDBG program and/or portion of any other funding grants leveraged from it.

**ARTICLE 17**

**REMEDIES**

Unless otherwise provided in this contract, all claims, counter claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by the appropriate court in Pasco County, Florida.

**ARTICLE 18**

**ACCESS TO RECORDS**

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administrator which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**ARTICLE 19**

**RETENTION OF RECORDS**

The Administrator shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

**ARTICLE 20**

**ENVIRONMENTAL COMPLIANCE**

Whereas this contract exceeds \$100,000, the Administrator shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection


Agency regulations (40 C.F.R. Part 15). The Administrator shall include this clause in any subcontracts over \$100,000.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals:

LOCAL GOVERNMENT:

ADMINISTRATOR:


\_\_\_\_\_  
Scott Black, Mayor  
City of Dade City

  
\_\_\_\_\_  
Fred D. Fox, President  
Fred Fox Enterprises, Inc.

ATTESTED BY:

ATTESTED BY:

\_\_\_\_\_  
City of Dade City

  
\_\_\_\_\_  
Melissa N. Fox, Grants Compliance  
Fred Fox Enterprises, Inc.

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

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

1. This sworn statement is submitted with the Enterprises General Administration Agreement for Fred Fox, Inc., and the City of Dade City.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is 26 Spanish Street, St. Augustine, Florida 32084, and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2443697.
3. My name is Fred D. Fox, and my relationship to the entity named above is President of the Corporation.
4. 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 transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. 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 adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among person 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.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

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

Fred D. Fox

Fred D. Fox (Signature)

Date: 6-19-2009

STATE OF FLORIDA

COUNTY OF ST. JOHNS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Fred D. Fox, who, after first being sworn by me, affixed his signature in the space provided above on this 19<sup>th</sup> day of June, 2009.

Melissa N. Fox

NOTARY PUBLIC

My Commission Expires:



**COST SUMMARY FOR NEGOTIATED CONTRACTS**

GRANTEE: City of Dade City

GRANT NUMBER: #09DB-4N-08-61-02-N06  
NAME AND ADDRESS: Fred Fox Enterprises, Inc.  
OF CONTRACTOR: 26 Spanish Street  
P. O. Box 1047  
St. Augustine, Florida 32085-1047

DATE OF PROPOSAL: May 18, 2009

TYPE OF SERVICE TO  
BE FURNISHED: CDBG Grant Administration

**COST SUMMARY:**

DIRECT LABOR: Estimated hrs x hrly rate = estimated cost

<u>Consultant/Director</u>	<u>160 hrs x \$75. = \$</u>	<u>12,000.00</u>
<u>Project Manager</u>	<u>150 hrs x \$60. = \$</u>	<u>9,000.00</u>
<u>Grants Compliance Specialist</u>	<u>150 hrs x \$50. = \$</u>	<u>7,500.00</u>
<u>Environmental Specialist</u>	<u>40 hrs x \$50. = \$</u>	<u>2,000.00</u>
<u>Clerical Support</u>	<u>80 hrs x \$25. = \$</u>	<u>2,000.00</u>

**DIRECT LABOR TOTAL:** \$ 32,500.00

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost  
Fringes 35% x 32,500.00 = \$ 11,375.00

**INDIRECT COST TOTAL:** \$ 11,375.00

OTHER INDIRECT COST: describe  
N/A

**OTHER INDIRECT COST:** \$ 0.00

**TOTAL ESTIMATED COST:** \$ 43,875.00  
**PROFIT:** \$ 5,125.00  
**TOTAL PRICE:** \$ 49,000.00