

**GENERAL ADMINISTRATION CONTRACT**

This General Administration Contract entered into as of this \_\_\_\_ day of December, 2024, by and between Fred Fox Enterprises, Incorporated, hereinafter referred to as the Administrator and the Town of Eatonville, hereinafter referred to as the Local Government.

**WITNESSETH THIS RECITAL:**

WHEREAS, the Local Government has been awarded a Community Development Block Grant Mitigation Program Grant, grant **#MT128** 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 COM CDBG Mitigation 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 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 involves 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 Florida Commerce Department (COM).
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 Florida Commerce Department (COM) 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 a bookkeeping system that is acceptable to both the Florida Commerce Department and the Auditor General's Office.
11. Monitor the various subsections of the Project in regard to all HUD and COM regulations and prepare all necessary and all requested responses to from Local, State, and Federal governmental units.
12. Evaluate the various subsections of the Project according to HUD and COM 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 **#MT128** or as the contract may be amended.

15. The Consultant shall attend all meetings related to implementation of the CDBG Mitigation Grant, including but not limited to, public hearings, staff meetings, public informational meetings, etc.
16. Provide progress reports to the Local Government in sufficient detail to indicate accomplishments and tasks completed.
17. Provide all reports relating to the project as required by the Florida Commerce Department.
18. 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 an adequate bookkeeping system for this subsection of the project.

3. Evaluate this subsection according to HUD and COM 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 COM 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 COM and HUD contract compliance.
9. Establish and maintain labor standards compliance files for the Local Government.
10. Obtain wage decision from the Department of Labor (DOL) and/or the Department of Housing and Urban Development (HUD) and/or Florida Commerce Department (COM) and submit same to the Local Government.
11. Attend the pre-construction conference.

12. Review the contractor's weekly payrolls for compliance with Davis/Bacon and other Federal contract requirements.
13. Establish and maintain the Local Government's equal opportunity files for the Project.
14. Establish architect/engineer community development terms and conditions for incorporation in the bid package.
15. Obtain for the Local Government DOL/HUD/COM clearances of contractor.
16. Send notice on behalf of the Local Government to DOL and HUD or COM that the construction has commenced.
17. Approve all payment requests to ensure the payments are appropriate and proper documentation is included.
18. Be present at all HUD and COM monitoring visits and prepare the Local Government's response(s) to HUD and COM monitoring letters.
19. Complete and maintain files pertaining to the public facilities subsection of the project for use by the Local Government and interested citizens.
20. Represent the Local Government before any State or Federal boards or meetings regarding the public facilities subsection of the Project.
21. Perform all closeout activities, including the submission of reports as well as responding to requests for follow-up information.
22. Provide progress reports as requested by the Local Government or required by the Florida Commerce Department.

23. Attend all public meetings with the local government related to this grant.
24. 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 COM requirements.
2. To provide assistance in implementation of contractual services necessary to the Project per the requirements of any and all HUD or COM 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, probing and sub-surface explorations, hydrographic surveys, and inspection of sample and materials which 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 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 Local Government's Florida Community Development Block Grant Mitigation Project and the issuance of a "Notice of Administrative Closeout" for the project by the Florida Commerce Department.

### **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 Three-Hundred-Forty-Nine-Thousand-Eight-Hundred-Dollars and 00/100 cents (\$349,800.00). The Local Government shall compensate the Administrator for their services as noted in Attachment A to this contract. Payments will commence thirty (30) days after the effective date of the contract between the Florida Commerce Department (COM) and the Local Government subject.

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 forty-eight-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 Commerce Department.

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 Ms. Katrina Gibson, Finance Director, or her 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 COM or HUD meetings.

**ARTICLE 8**

**CONFLICT OF INTEREST**

The Local Government having been 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)

**(a)** 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.

**(b)** 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(a) above.

**(c)** 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.

**(d)** Upon receipt of a termination action under paragraphs (a) or (b) above, the Administrator shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise 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.

**(e)** Upon termination, the Local Government may take over the work and award another party a contract to complete the work described in this contract.

**(f)** 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 (c) above.

## **ARTICLE 12**

### **EQUAL OPPORTUNITY**

The Administrator warrants 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, familial status or genetics.

During the performance of the function described herein, the Administrator agrees 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 agrees 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, familial status or genetics. 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 a 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, familial status or genetics.
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, familial status or genetics.

### **ARTICLE 13**

#### **HUD/COM AUDITS**

If HUD or COM 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 agrees to reimburse to the Local Government any funds expended for transactions approved by the Administrator which are disallowed by the Florida Commerce Department (COM), 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**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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 Orange County, Florida.

## **ARTICLE 18**

### **ACCESS TO RECORDS**

The local government, the Florida Commerce Department, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, 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, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.

### **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 if 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.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

LOCAL GOVERNMENT:

ADMINISTRATOR:

\_\_\_\_\_  
Angie Gardner, Mayor  
Town of Eatonville

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

ATTESTED BY:

ATTESTED BY:

\_\_\_\_\_  
Veronica King, Town Clerk  
Town of Eatonville

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



## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

The ADMINISTRATOR shall additionally comply with the following CDBG Supplemental Contract Conditions and Clauses of the Owner's FloridaCommerce CDBG Subgrant Agreement, as required for the Owner's ADMINISTRATORS.

More specifically, this shall include the following:

### **ITEM 1 - STATE AND FEDERAL REQUIREMENTS**

The ADMINISTRATOR shall comply with all applicable State and Federal Regulations as they relate to this project.

### **ITEM 2 - HOLD HARMLESS**

The ADMINISTRATOR shall hold the Florida Department of Commerce (FloridaCommerce) and the Owner harmless against all claims of whatever nature arising out of the ADMINISTRATOR's performance of work under this Agreement, to the extent allowed and required by law.

### **ITEM 3 - RETENTION OF RECORDS**

The ADMINISTRATOR shall retain all records relating to this contract for six (6) years after the Owner makes final payment, and after the grant is administratively closed.

### **Records and Audits**

The ADMINISTRATOR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the OWNER to assure properly accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for six (6) years after the administrative closeout of the CDBG Agreement.

### **ITEM 4 - ACCESS TO RECORDS**

The Owner, the Florida Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, 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, including electronic storage media, of the ADMINISTRATOR which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions, as they may relate to this Agreement.

### **ITEM 5 - PROHIBITION AGAINST CONTINGENT FEES**

The ADMINISTRATOR warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ADMINISTRATOR, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the ADMINISTRATOR any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement.

**ITEM 6 - 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 with associated costs shall be incorporated as written amendments to this contract and attached hereto.

**ITEM 7 - FEDERAL PROVISIONS**

The ADMINISTRATOR shall comply with the applicable portions of Appendix II to 2 CFR, and Federal Section 3 requirements outlined as follows:

**ITEM 8 - REMEDIES**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Owner and the ADMINISTRATOR, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

**ITEM 9 - TERMINATION (CAUSE AND/OR CONVENIENCE)**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- A. This contract may be terminated in whole, or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, 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 certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole, or in part, in writing by either party for its convenience provided that the other party is afforded the same notice and consultation opportunity specified in Paragraph A above.
- C. If termination for default is effected by the Owner, 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 Owner because of the ADMINISTRATOR's default.
- D. If termination for convenience is effected by the Owner, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
- E. For any termination, 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.

## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

- F. Upon receipt of a termination action under Paragraphs A or B above, the ADMINISTRATOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) upon payment for services, deliver or otherwise make available to the Owner 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.
- G. Upon termination, the Owner may take over the work and may award another party a contract to complete the work described in this contract.
- H. 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 Owner. In such event, adjustment of the contract price shall be made as provided in the respective Paragraph D above.

### **ITEM 10 – EQUAL EMPLOYMENT OPPORTUNITY**

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” For this non-construction federally assisted contract the Equal Employment Opportunity Clause as outlined in 41 CFR Part 60 - 1.4(a) is included, herein.

During the performance of this Contract, the ADMINISTRATOR agrees as follows:

- A. The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The ADMINISTRATOR will take affirmative action to ensure that applicants are employed, and the employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The ADMINISTRATOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this non-discrimination clause.
- B. The ADMINISTRATOR will cause the foregoing provisions to be inserted in all solicitation 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, creed, color, sex, or national origin.
- C. The ADMINISTRATOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

- D. The ADMINISTRATOR will comply with all provisions of Executive Order 11246 or September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The ADMINISTRATOR will furnish all information and reports required 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 OWNER and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the ADMINISTRATOR's non-compliance with the equal opportunity clauses in this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the ADMINISTRATOR may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The ADMINISTRATOR will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The ADMINISTRATOR will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance. Provided, however, that in the event the ADMINISTRATOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the OWNER, the ADMINISTRATOR may request the United States to enter into such litigation to protect the interests of the United States.

### Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

### Section 109 of Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

### Subcontracting with Minority and Women Business Enterprises

The ADMINISTRATOR agrees to take affirmative steps, as outlined in 2 CFR 200.321(b), when hiring subcontractors, and shall require that any subcontractors hired by the ADMINISTRATOR take these same affirmative steps in hiring any subcontractors they may solicit.

## **ITEM 11 – INCORPORATION OF LABOR STANDARDS REQUIREMENTS**

The ADMINISTRATOR agrees to incorporate all applicable labor standards requirements into Invitations to Bids and Construction Contracts. These requirements shall include:

## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Bid documents and subsequent construction contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

### **ITEM 12 – RIGHTS TO INVENTIONS**

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **ITEM 13 - ENVIRONMENTAL COMPLIANCE**

Town of Eatonville – MT128 – CDBG Supplemental Conditions  
Grant Administration Services Contract with Fred Fox Enterprises



## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

If the 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 the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The ADMINISTRATOR shall include this clause in any subcontracts over \$100,000.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Energy Efficiency - The ADMINISTRATOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

### **ITEM 14 – DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Additionally, the requirements outlined in 24 CFR 570.609, pertaining to the use of debarred, suspended or ineligible contractors or Subrecipients, in accordance with the requirements set forth in 24 CFR Part 5, apply to this program and are incorporated into this Agreement.

### **ITEM 15 – E-VERIFY**

The ADMINISTRATOR shall comply with the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Proposer will provide all E-Verify documentation as required. The ADMINISTRATOR additionally agrees to insert these requirements into any subcontracts or lower-tiered subcontracts, and the ADMINISTRATOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

### **ITEM 16 - FEDERAL LOBBYING PROHIBITIONS**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

The ADMINISTRATOR certifies that to the best of his knowledge and belief that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person or member of a Federal Agency related to this project.

### **ITEM 17 RECOVERED MATERIALS**

- A. A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
  
- B. The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

### **ITEM 18 – PROHIBITION ON CERTAIN TELECOMMUNICATIONS**

Prohibition on certain telecommunications and video surveillance equipment or services.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain covered telecommunications equipment or services;
  - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
  - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of

## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

- Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
  - (d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
  - (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
  - (f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

### **ITEM 19 – DOMESTIC PREFERENCES FOR PROCUREMENTS**

- (a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.
- (b) For purposes of this section:
  - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#)

### **ITEM 20 - ADJUSTMENT OF CONTRACT PRICE**

Truth-in-Negotiation Certification: In accordance with F.S. 287.055(5)(a) for contracts totaling over \$195,000.00, the ADMINISTRATOR hereby certifies that the unit cost used in preparing our basis for the Lump Sum compensation in the Owner's CDBG project are accurate, complete, and current at the time of contracting. We further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Owner determines the contract price was increased due to inaccurate, incomplete, or noncurrent unit cost. All such adjustments shall be made within one year following the end of the contract.



## CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

### **ITEM 21 – SECTION 3 CLAUSE**

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts

CDBG SUPPLEMENTAL CONTRACT CONDITIONS AND CLAUSES

and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**ITEM 22 - TERMS AND CONDITIONS**

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

**ITEM 23 - CONFLICTS WITH OTHER CLAUSES**

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this section of the contract.

**OWNER**

**ADMINISTRATOR**

\_\_\_\_\_  
Angie Gardner, Mayor  
Town of Eatonville, Florida

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTESTED BY**

**ATTESTED BY**

\_\_\_\_\_  
Veronica King, Town Clerk  
Town of Eatonville, Florida

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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 General Administration Agreement for Fred Fox Enterprises, Inc., and The City of Lake Butler.
2. This sworn statement is submitted by Fred Fox Enterprises, Inc. whose business address is P.O. Box 840338, St. Augustine, Florida 32080, 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 of 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 stat 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 between placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Fred D. Fox (Signature)

Date:\_\_\_\_\_

STATE OF FLORIDA

CITY 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 \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**COST SUMMARY FOR NEGOTIATED CONTRACTS**

GRANTEE: Town of Eatonville

GRANT NUMBER: #MT128

NAME AND ADDRESS: Fred Fox Enterprises, Inc.  
 OF CONTRACTOR: P. O. Box 840338  
St. Augustine, Florida 32080

DATE OF PROPOSAL: October 15, 2023

TYPE OF SERVICE TO  
 BE FURNISHED: CDBG Grant Administration

=====

**COST SUMMARY:**

DIRECT LABOR: Estimated hours x hourly rate = estimated cost

<u>Consultant/Director</u>	<u>200 hrs x \$225.= \$ 45,000.00</u>
<u>Project Manager</u>	<u>300 hrs x \$175.= \$ 52,500.00</u>
<u>Assistant Project Manager</u>	<u>280 hrs x \$150.= \$ 42,000.00</u>
<u>Grants Compliance Manager</u>	<u>400 hrs x \$150. = \$ 60,000.00</u>
<u>Environmental Specialist</u>	<u>160 hrs x \$150. = \$ 24,000.00</u>
<u>Administrative Assistant</u>	<u>100 hrs x \$100. = \$ 10,000.00</u>

**DIRECT LABOR TOTAL: \$233,500.00**

INDIRECT COSTS: Fringes, G & A, etc., rate x base = cost  
Fringes 45% x 233,500.00 = \$ 105,075.00

**INDIRECT COST TOTAL: \$105,075.00**

OTHER INDIRECT COST: describe  
N/A

**OTHER INDIRECT COST: \$ 0.00**

**TOTAL ESTIMATED COST: \$ 338,575.00**

**PROFIT: \$ 11,225.00**

**TOTAL PRICE: \$ 349,800.00**