

RESOLUTION NO 2024-103
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN ANNUAL CONSULTING SERVICES AGREEMENT WITH NJN CONSULTING SERVICES, INC, FOR CONSULTING SERVICES RELATED TO PROVIDING A LONG TERM FINANCIAL OVERVIEW OF THE CITY'S FINANCIAL CIRCUMSTANCES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain services are exempt from the competitive procurement processes of the City of Lake City (the "City") because such services are only available from a sole and/or single source; and

WHEREAS, the City's procurement policies and procedures specify the foregoing exemptions are applicable in furtherance of standardization and other factors as such other factors shall exist on a case-by-case basis; and

WHEREAS, NJN Consulting Services, Inc (the "Vendor") previously provided to the City specialized consulting services in the field of financial and managerial analysis (the "Services"), pursuant to that contract approved and adopted by the City Council in accordance with Resolution 2024-054; and

WHEREAS, the City has continuing need of the Services; and

WHEREAS, the Vendor desires to continuing to provide the Services to the City pursuant to a longer-term, annual contract; and

WHEREAS, the City Manager has prepared a memorandum setting forth the value of continuing the contractual relationship with the Vendor on a longer-term basis in furtherance of the standardization of the analysis which has been provided by the Vendor and which will continue to be provided by the Vendor; and

WHEREAS, the foregoing memorandum prepared by the City Manager provides as further justification for continuing the contractual relationship with the Vendor on a longer-term basis the value of continuity of the analysis of the City's financial and managerial circumstances and the existing relationships between the Vendor's principal and City personnel; and

WHEREAS, the Vendor has submitted a proposal in the form of a financial consulting services agreement (the "Agreement") in the form attached as an exhibit hereto; and

WHEREAS, the City desires to and does accept the terms of Vendor's proposed Agreement; and

WHEREAS, in furtherance of completing the Project, the Vendor and the City desire to enter into the Agreement; and

WHEREAS, engaging the Vendor's services pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of September, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

Stephen M. Witt, Mayor

ATTEST, BY THE CLERK OF THE CITY COMMISSION
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

CONSULTING SERVICES AGREEMENT

This consulting services agreement is between the City of Lake City, Florida (“City”) and NJN CONSULTING SERVICES, INC. (“Consultant”).

The parties therefore agree as follows:

1. ENGAGEMENT; SERVICES.

(a) **Engagement.** The City retains the Consultant to provide, and the Consultant shall provide, the services described in **Exhibit A** (the “Services”).

(b) **Services.** Without limiting the scope of Services described in **Exhibit A**, the Consultant shall:

- (i) perform the Services set forth in **Exhibit A**. However, if a conflict exists between this agreement and any term in **Exhibit A**, the terms in this agreement will control;
- (ii) communicate with the City about progress the Consultant has made in performing the Services;
- (iii) supply all tools, equipment, and supplies required to perform the Services, except if the Consultant’s work must be performed on or with the City’s equipment;
- (iv) provide services (including the Services) and end products that are satisfactory and acceptable to the City and free of defects; and

(c) **Legal Compliance.**

- (i) The Consultant shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
- (ii) Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

(d) **City’s Obligations.** The City shall make timely payments of amounts earned by the Consultant under this agreement and notify the Consultant of any changes to its procedures affecting the Consultant’s obligations under this agreement at least 30 days before implementing those changes.

2. TERM AND TERMINATION.

(a) **Term.** This agreement will become effective on the Effective Date, as described in section 20, hereof. Unless it is terminated earlier in accordance with subsection 2(b), this

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agreement will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for those Services (the “**Term**”).

(b) Termination. This agreement may be terminated:

- (i) by either party on provision of 30 days’ written notice to the other party, with or without cause;
- (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party’s material breach is not cured within 15 days of receipt of written notice of the breach; or
- (iii) by the City at any time and without prior notice, if the Consultant is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the City, or is guilty of serious misconduct in connection with performance under this agreement; or
- (iv) automatically, on the death of the Consultant’s principal, Nicholas J. Narducci.
- (v) 365 days following the Effective Date.

(c) Effect of Termination. After the termination of this agreement for any reason, the City shall promptly pay the Consultant for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this agreement.

3. COMPENSATION.

(a) Terms and Conditions. The City shall pay the Consultant in accordance with **Exhibit A**.

(b) No Payments in Certain Circumstances. No payment will be payable to the Consultant under any of the following circumstances:

- (i) if prohibited under applicable government law, regulation, or policy;
- (ii) if the Consultant did not directly perform or complete the Services described in **Exhibit A**;
- (iii) if the Consultant did not perform the Services to the reasonable satisfaction of the City; or
- (iv) if the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.

No Other Compensation. The compensation set out above and in **Exhibit A** will be the Consultant’s sole compensation under this agreement.

(c) Taxes. The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this agreement, and for all obligations, reports, and timely notifications relating to those taxes. The City has no obligation to pay or withhold any sums for those taxes.

(d) Other Benefits. The Consultant has no claim against the City under this agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. NATURE OF RELATIONSHIP; INVENTIONS AND CREATIVE WORKS.

(a) Independent Contractor Status.

- (i) The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship

is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

- (ii) The Consultant has the sole right to control and direct the means, details, manner, and method by which the Services will be performed, and the right to perform the Services at any time, place, or location. The Consultant or the Consultant's staff shall perform the Services, and the City is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for himself and his staff.

(b) Right to Ownership of Inventions and Creative Works.

All work created, originated and/or prepared by The Consultant in performing Services pursuant to this Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Consultant or jointly by the Consultant and the City may be used by the City without obligation of notice or accounting to the Consultant. Any data, information or other materials furnished by the City for use by the Consultant under this Agreement shall remain the sole property of the City.

5. Confidential Information and Public Records.

- a. **City Confidential Information.** The Consultant shall not disclose to any third party any City Confidential Information the Consultant has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to the Consultant as is necessary to complete the Services.
- b. **Contractor Confidential Information.** All Consultant Confidential Information received by the City from the Consultant will be held in trust and confidence from the date of disclosure by the Consultant and discussions involving such Consultant Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of the Consultant in the Consultant Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Consultant Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. The Consultant shall be solely responsible for taking any and all action it deems necessary to protect its Consultant Confidential Information except as provided herein. The Consultant acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- c. **Public Records.** The Consultant shall generally comply with Florida’s public records laws, and specifically the Consultant shall:
- i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - ii. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the City.
 - iv. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City’s custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract, contact Audrey Sikes, City Clerk, City of Lake City, Florida custodian of public records at 386-719-5756, SikesA@LCFla.com, 205 North Marion Avenue, Lake City, Florida 32055.

6. **Audit.** The Consultant shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
7. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., the Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- (a) The Consultant shall require each of its subcontractors to provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of the subcontractor’s affidavit as part of and pursuant to the records retention requirements of this Agreement.

- (b) The City, the Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- (c) The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Consultant otherwise complied, shall promptly notify the Consultant and the Consultant shall immediately terminate the contract with the subcontractor.
- (d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. The Consultant acknowledges that upon termination of this Agreement by the City for a violation of this section by the Consultant, the Consultant may not be awarded a public contract for at least one (1) year. The Consultant further acknowledges that the Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
- (e) The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

8. OTHER ACTIVITIES.

During the Term, the Consultant is free to engage in other independent contracting activities, except that the Consultant may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Consultant’s obligations or the scope of Services to be rendered for the City under this agreement.

9. INDEMNIFICATION.

- (a) **Of City by Consultant.** At all times after the effective date of this agreement, the Consultant shall indemnify the City and its officers and employees, (collectively, the “**City Indemnitees**”) from all damages, liabilities, expenses, claims, or judgments (including interest, penalties, reasonable attorneys’ fees, accounting fees, and expert witness fees) (collectively, the “**Claims**”) that any City Indemnitee may incur and that arise from:
 - (i) the Consultant’s gross negligence or willful misconduct arising from the Contractor’s carrying out of his obligations under this agreement;
 - (ii) the Consultant’s breach of any of his obligations or representations under this agreement; or
 - (iii) the Consultant’s breach of his express representation that he is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If a regulatory body or court of competent jurisdiction finds that the Consultant is not an independent contractor or is not in compliance with applicable laws related to work as an independent contractor, based on the Consultant’s own actions, the Consultant will assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Consultant or the City resulting from that contrary interpretation, including taxes, assessments, and penalties that would have

been deducted from the Consultant's earnings if the Consultant had been on the City's payroll and employed as a City employee.

10. FORCE MAJEURE.

A party will not be considered in breach or in default because of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (a) notify the other party of the Force Majeure Event and its impact on performance under this agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this agreement.

11. GOVERNING LAW.

Choice of Law. The laws of the state of Florida shall govern this agreement without giving effect to its conflicts of law principles.

- (a) **Choice of Forum.** Any action arising out of this agreement shall be commenced in a court of competent jurisdiction in Columbia County, Florida.
- (b) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the non-prevailing party in such enforcement action shall reimburse the prevailing party for its reasonable attorneys' fees.

12. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

13. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 12 it is void.

14. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

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15. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

16. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices at the following addresses:

If to the City:
City of Lake City
Attn: Donald Rosenthal
205 North Marion Avenue
Lake City, Florida 32055
RosenthalD@LCFla.com

If to the Consultant:
NJN Consulting Services, Inc
1010 Burlington Avenue #2307
Lisle, IL 60532
njn554557@Gmail.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

17. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

18. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of

DUTIES, SPECIFICATIONS, AND COMPENSATION
As per the following proposal.

August 1, 2024

Don Rosenthal
City Manager
Lake City
205 North Marion Avenue
Lake City, Florida 32055

Dear Mr. Rosenthal:

Thank you for the opportunity to conduct a general long term financial overview for the City of Lake City. The results of the initial draft have revealed a number of positive financial management procedures within the Lake City Finance Department. The accounting and booking general operations including but not limited to accounts payable, payroll, general ledger, audit preparation, year-end, utility billing, and accounts receivable all run well. The long-term financial issues appear to need some further analysis and development.

If we could secure a (12) twelve-month contract, I would take a two (2) tier approach with the common thread through every project being the City’s Bond Rating. When looking at any organization the barometer measuring sound financial management and stability, just as in personal finances is the credit rating. All the necessary steps to secure a bond rating further enhance decision makers ability to reach sound financial conclusions. According to Lake City Bond Counsel, Bryant Miller Oliver; Lake City does not have a current bond rating. All current debt issues are through bank loans. Listed below is a recommended two (2) tier approach to achieving that goal.

Financial Management Enhancement

- Replacement Schedules
- Reserve Studies
- economic
- GFOA Budget Award strategy*
- GFOA Audit Certification
- Formal Debt Management Plan* Initiatives*
- Long Term Capital Plan
 - Storm Water
 - Water
 - Sewer
 - Gas

Economic/ Revenue

- Regular Economic Updates*
- Well defined and coordinated development
- Revenue Generating Possibilities
- Economic Development
- Long Term Development Goals
- Economic Development Strategy*
- Agency Coordination Plan

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Roads

Pay-As-You Go Plan*
 Prioritized Spending Plan*
 Rainy Day Stabilization Plan*
 Long-Term Contingent Reserve Plan*

Financial Management

Structural Balance*
 Liquidity Management Plan*
 Multi Year Financial Plan*
 Policy Manual Review
 Budget Monitoring

Replacement Schedules

Develop a complete list of vehicles, IT, technology with original and replacement costs, useful life, description, assignment, total investment, and plan for replacement.

Reserve Study

Hire consultant to inspect all City owned facilities and develop annual maintenance and replacement cost schedules.

GFOA Budget Award

Government Finance Officers Association developed a budget presentation format in conformance with rating agency expectations focusing performance measures and goals and objectives.

GFOA Certified Annual Audit

Government Finance Officers Association developed an audit format in conformance with rating agency expectations.

Formal Debt Management Plan

A plan setting parameters established by the City Council setting forth conditions and limits in which bonding will be considered.

Long Term Capital Plan

Documenting the capital needs of all capital facilities over a ten (10) year horizon and estimating a revenue stream to support the annual payments.

Pay-As-You Go Plan

In conjunction with the capital and debt plan establishing a plan to use general operating funds to support a portion of the capital needs as required by credit rating agencies.

Prioritized Spending Plan

Categorize spending in order of importance in order to have an established plan in the event of revenue shortfalls or surpluses.

Rainy Day Stabilization Plan

Establish standards of what will transpire in the event of various unforeseen surcomstances.

Long-Term Contingent Reserve Plan

Setting reserve targets for every fund and documenting them in a formal policy adopted by the Council.

Structural Balance

Develop a revenue and expense structure which ensures basic services are funded to meet the requirements of all existing funds.

Liquidity Management Plan

Establishing a plan within your investment strategy which safeguards available cash in various economic and business cycles,

Multi Year Financial Plan

All of the above scenarios rolled into one (1) long-term plan to guide decision making.

Regular Economic Updates

Reviewing the status periodically of a fully established City-wide economic development plan.

Well defined and coordinated economic development strategy

Develop a coordinated economic development plan defined by City Council established principles, strategic plan, and expected returns.

Revenue Generating Possibilities

Reviewing revenue generating possibilities in conjunction with potential developments.

Economic Development Initiatives

Review all possible programs the City Council will consider when deliberating potential developments.

Long Term Development Goals

Develop long term goals in conjunction with strategic plan, guiding principles, development initiatives, and level of services expectations.

Economic Development Strategy

Establish an approach in various sections of the community that the City will accept and attempt to attract certain developments.

Agency Coordination Plan

Established plan adopted by the City Council stating their interest in working with various agencies to bring development to the community.

I would suggest a one (1) year engagement, ten (10) hours per week, \$75.00 per hour, not to exceed \$39,000, following a calendar established and approved by the City Manager. I would like an opportunity to discuss this matter with you further.

Sincerely,

Nicholas J. Narducci
NJN Consulting Services, Inc.

Fee will be \$75.00 per hour not to exceed \$39,000, over a twelve (12) month period

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