

**City Of Gainesville  
And State of Florida  
Department of Children and Family Services**

**AGREEMENT GOVERNING  
FIXED CAPITAL OUTLAY GRANTS AND AIDS**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the State of Florida, Department of Children and Family Services, hereinafter referred to as the "Department," and City of Gainesville hereinafter referred to as the "recipient,"

**WITNESSETH:**

**WHEREAS**, the State of Florida, Department of Children and Family Services, by authority granted in Chapters 20, 216, and 402 of the Florida Statutes, administers state funds appropriated by the Florida State Legislature, and

**WHEREAS**, \$300,000 was appropriated by the Florida State Legislature to the Department in Line Item 396A of Fiscal Year 2014-2015 General Appropriations Act, Section 3, Human Services for grants and aids to local governments and nonstate entities – fixed capital outlay from non-recurring General Revenue Funds.

**WHEREAS**, City of Gainesville has received \$300,000 for the Gainesville Correctional Institute Homeless Shelter and

**WHEREAS**, there is a need to provide a facility for provision of Homeless Services in order to comply with the will of the Legislature, and

**WHEREAS**, the Department has received from the recipient the attached Exhibit "A" Letter of Intent / Facility Program for the development and provision of Gainesville Correctional Institute Homeless Shelter for the Conversion of existing facility to a local campus or foster care facility, or one that serves at-risk youth, homeless families, or families impacted by domestic violence, Alachua County.

**NOW, THEREFORE, IT IS HEREBY** agreed, by and between the Department and the recipient as follows:

**I. THE RECIPIENT HEREBY AGREES:**

A. Services to be provided

To plan, develop and accomplish the services described in Exhibit A and to do the activities specified in I.B. Letter of Intent / Facility Program of this Agreement or otherwise to cause the planning, development and accomplishment of such services and activities.

B. Manner of Provision of Services  
(Provide Information on Projects) See Exhibit "A", Letter of Intent / Facility Program

C. State Laws and Regulations

1. To obtain all supplies and services for use in the performance of this Agreement at the lowest practicable cost and to purchase by means of a system of competitive bidding wherever required to do so by law, or whenever practicable even if not required by law.

2. To comply with all state licensing standards, all applicable standards, criteria and guidelines of the Department.

D. Civil Rights and Other Legal Requirements

1. The Recipient agrees to assure compliance with all applicable governmental laws, ordinances, rules, regulations, procedures, guidelines and standards, including without limitation:

a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.

b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap.

c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex.

d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.

e. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

f. The Americans with Disabilities Act, 42 U.S.C. 12101 et seq, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

g. All laws, rules, regulations, procedures, guidelines and standards applicable to the grant, including without limitation, if applicable, all laws, rules, regulations, procedures, guidelines and standards applicable to the supplemental emergency social services block grant program referred to below.

h. All applicable rules, regulations, guidelines and standards.

The recipient agrees that compliance with these requirements constitutes a condition of continued receipt of or benefit from funds provided through this Agreement, and that it is binding upon the recipient, its successors, transferees and assignees for the period during which services are provided or obligations under this Agreement continue. The recipient further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities will not discriminate against those participants or employees in violation of the above statutes, regulations, guidelines and standards.

E. Audit and Records - The Recipient Agrees:

1. To maintain complete, accurate and adequate financial records and reports relating to funds received under this Agreement and expenditures made with those funds.

2. To maintain books, records, documents including electronic storage media and the evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. All records shall be subject at all times to inspection, review, copying or audit by authorized state personnel and other personnel duly authorized by the Department.

3. Without limiting the generality of the foregoing or the generality of the following with the foregoing, to adopt an accounting system, in compliance with generally accepted accounting principles, which shall provide for a complete record of the use of the grant money and shall comply with the provisions of Section 215.97 Florida Statutes.

4. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

F. Retention of Records - Recipient Agrees:

To retain all financial records, supporting documents, statistical records and any other documents including electronic storage media pertinent to this Agreement for a period of not less than (i) six (6) years after the purchase if this grant is only for the purchase of real property, or, if audit findings have not been resolved at the end of such six (6) year period the records shall be retained until resolution of the audit findings, or (ii) six (6) years after the completion of the improvements, repairs, or renovations if this grant is for the improvement, repair or renovation of real property or for the purchase and improvement, repair or renovation of real property, or, if audit findings have not been resolved at the end of such six (6) year period the records shall be retained until resolution of the audit findings. State auditors and any persons duly authorized by the Department shall have full access to, and the right to examine any of the said materials at any time during regular business hours.

G. Status Reports - Recipient Agrees:

To furnish the Department with monthly status reports.

H. Indemnification

The recipient hereby agrees to indemnify the Department for claims brought against the Department only to the extent that they are found to result from the sole negligence of the recipient, its governing body, or its employees. This indemnification shall not be construed to be an indemnification for the acts, or omissions of third parties, independent contractors or third party agents of the recipient. This indemnification shall not be construed as a waiver of the recipient's sovereign immunity, and shall be interpreted as limited to only such traditional liabilities for which the recipient could be liable under the common law interpreting the limited waiver of sovereign immunity. An action may not be instituted on a claim against the recipient unless the claimant presents the claim in writing to the Risk Manager within 3 years after such claim accrues or the Risk Manager denies the claim in writing. For purposes of this paragraph, the requirements of notice to the Risk Manager and denial of the claim are conditions precedent to maintaining an action but shall not be deemed to be elements of the cause of action and shall not affect the date on which the cause of action accrues. Notwithstanding any other provisions of this paragraph, the value of this indemnification is limited to the maximum sum of \$300,000 representing the amount of the grant from the Department; the amount of the indemnification is limited to this same maximum sum of \$300,000 by reason of all claims and judgments arising out of the same incident or occurrence, not to exceed the sum of \$200,000 for any claim or judgment or portions thereof. In addition, this indemnification shall be construed to limit recovery by the indemnified party against the recipient to only those damages caused by the recipient's sole negligence, and shall specifically exclude any attorney's fees or costs associated therewith.

I. Publicity and Public Notice

All notices, informational pamphlets, press releases, research reports and similar public notices referencing the construction of this building and prepared and released by the recipient shall include the statement: *"This project is funded under an Agreement with the State of Florida, Department of Children and Family Services."*

J. Safeguarding Recipient Information

The recipient shall not use or disclose any information concerning the eventual recipients of services under this Agreement for any purpose not in conformity with state and federal regulations, as determined by the Department, except on written consent of the eventual recipient, his attorney, or his responsible parent or guardian.

K. Monitoring

The recipient shall permit Department personnel or representatives to monitor the services, which are the subject of this Agreement.

L. Public Access - Recipient Agrees:

To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the recipient in conjunction with this Agreement.

M. Security Interest / Title Evidence and Insurance / Other Insurance

1. The recipient acknowledges that pursuant to section 402.73(3) F.S. any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of improvements or as further required by law. Pursuant thereto the recipient has executed and delivered or shall execute and deliver to the Department the Mortgage Lien and Security Agreement instrument (the "Mortgage") of even date herewith granting to the Department a mortgage lien on and/or security interest in the property to be purchased and/or improved with the proceeds of this grant located in Alachua County, Florida, more particularly described therein, for a term commencing with the date of the execution of the Mortgage and ending on the date that is ten (10) years from the date of purchase or the completion of improvements, whichever is later, to secure the payment and performance of the obligations of the recipient under this Agreement and under the Mortgage. A copy of the Mortgage or the form of the Mortgage is attached hereto as Exhibit "B" and the terms and provisions thereof are incorporated herein by this reference and made a part hereof. The recipient agrees to pay all costs associated with the perfection of the liens and security interests under the Mortgage, including without limitation all recording and filing fees and the costs of any continuation statements, and any taxes associated with this Agreement and the Mortgage, including without limitation all documentary stamp taxes.

2. The recipient may request that the Department relinquish its interest sooner than the expiration of the term set forth above if extraordinary circumstances arise and if the Department finds that early retirement is in the best interest of the state. Under no circumstance will the Department consider such request earlier than 5 years after the date of the purchase or completion of the renovation or construction, whichever is later. The decision to approve such a request is the exclusive determination of the Department and shall not be reviewable by any court or administrative forum.

3. The recipient shall notify the Department in writing of the date of completion of construction (or renovation) and shall maintain a copy of the notification in its files together with a written acknowledgment of the Department's receipt and approval of the notification of completion. The notification and the acknowledgement of the Department's receipt and approval of the notification shall be in recordable form and shall be recorded in the public records of the county in which the property is located.

4. Prior to the disbursement of any of the grant proceeds by the Department to or for the benefit of the recipient the recipient shall furnish to the Department evidence satisfactory to the Department of, and, if required by the Department, the recipient's interest therein, the lien of the Mortgage, free and clear of all liens, encumbrances, and interests other than those acceptable to the Department.

5. Prior to the execution and recording of the Mortgage, recipient shall not make any improvements, or cause any improvements to be made, to the property to be purchased and/or improved with the proceeds of the grant that could give rise to any lien under the Construction Lien Law, Chapter 713, Part I, Florida Statutes. Without limiting the generality of the previous paragraph 4, all title evidence required by the previous paragraph 4 shall reflect that no notice of commencement under the Construction Lien Law has been recorded.

6. The recipient shall keep the property to be improved with the proceeds of this grant insured in the manner provided in Exhibit C, and shall, prior to the disbursement of any of the grant proceeds by the Department and at all times thereafter, furnish to the Department evidence thereof.

N. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department:

When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Any person must notify the Department within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. "Public entity crime means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or a public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

**II. THE RECIPIENT AND THE DEPARTMENT AGREE:**

A. Consultation

To furnish consultation and technical assistance to the recipient, if requested.

B. Method of Payment for Services

The following procedures for payment will apply:

1. In no event will payment be made under this Section II.B. for grants requiring matching funds unless recipient illustrates to the Department that the project is fully funded with proper matching funds as specified in the Letter of Intent or Facility Program.
2. Subject to the availability of state funds, the Department shall award to the recipient a sum not to exceed \$300,000 during the term of this Agreement.
3. In no event will payment be made by the Department in excess of \$300,000 as agreed upon by all parties to this Agreement.
4. If any of the funds are to be used for the construction, improvement, or repair of real property payment shall be made as work is completed in accordance with Exhibit A (approved Letter of Intent or Facility Program) and submission of invoice.
5. Payment shall be accomplished within twenty (20) days after the submission of a correct invoice and supporting documentation and, at the Department's option, its verification of the invoice and supporting documentation through inspection of the work to be performed under this Agreement and its determination that sufficient work has been completed to justify the payment.
6. The City of Gainesville, Alachua County shall prepare and submit a request for release of funds that is on the recipient's stationery.
7. The Department may, in its sole discretion, advance parts or the whole of any advances before they become due if it is agreed by the parties and advisable to do so and all such advances or releases shall be deemed to have been made in pursuance of this Agreement and not to be a modification hereof. The making of any such advance, or any part of such advance, shall not be deemed an approval or acceptance by the Department of the work therefor done.
8. All sums advanced hereunder shall be used by the recipient solely and exclusively for the purposes intended to wit: City of Gainesville for the Gainesville Correctional Institute Homeless Shelter, Alachua County, as more particularly described in Exhibit "A" attached hereto. If any of the funds are to be used for the construction, improvement, or repair of real property all work shall commence on or before February 1, 2015 and all work shall be completed and all funds for that purpose shall be disbursed on or before February 1, 2016.
9. Upon completion of the project, a final accounting will be made and any funds not used in the completion of the project shall be returned to the Department within thirty (30) days after the final accounting report is submitted to the Department.

10. Any interest earned from advanced moneys shall be returned to the Department or shall be reduced from subsequent request for release of funds.

11. The Department shall not be obligated to, but may in its sole discretion, make any payment or advance any sums under this Agreement at any time in which the recipient is in default under this Agreement or the Mortgage.

### III. THE DEPARTMENT AND THE RECIPIENT FURTHER AGREE:

#### A. Term of the Agreement

1. This Agreement shall be effective \_\_\_\_\_, or on the date on which the Agreement has been signed by both parties, whichever is later.

2. This Agreement shall end upon the performance and payment of all of the obligations of the parties hereunder and under the Mortgage and the discharge of the lien of the Mortgage;

#### B. Termination

1. Termination Because of Lack of Funds: It is agreed that in the event funds to finance this Agreement, or part of this Agreement become unavailable, the obligations of each party, hereunder may be terminated upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department shall be the final authority as to the availability of state and federal funds, and as to how any available funds will be allocated among recipients. Any payments already made by the Department shall be repaid as described in the Mortgage. In the event the Department should terminate this Agreement for lack of funds, the mortgage/restriction shall be relinquished.

2. Termination for Breach: Unless the recipient's breach is excused, the Department may, by written notice of breach to the recipient, terminate the whole or any part of this Agreement in any of the following circumstances:

a. If the recipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or

b. If the recipient fails to pay or perform any of the other provisions of or is otherwise in default under this Agreement or the Mortgage. A default under any of such instruments shall be a default under each and all such instruments.

c. Termination shall be upon no less than twenty-four (24) hours notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery. The recipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this clause.

3. Waiver of Breach of any provision of this Agreement or the Mortgage shall not be deemed to be a waiver of any other or subsequent breach of



any of the same and shall not be construed to be a modification of the terms of any of the same.

C. Termination Arrangements

After receipt of a notice of termination, and except as otherwise directed, the recipient shall:

1. Stop work under the Agreement on the date and to the extent specified in the notice of termination.
2. Place no further orders or contracts for materials, services or facilities except as may be necessary for completion of such portion of work under the Agreement as is not terminated.
3. Terminate all outstanding orders and contracts to the extent that they relate to the performance of work which was terminated.
4. Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including the final report due upon completion of the Agreement, if any, without reimbursement for services rendered in completing said reports beyond termination date if said reports are not completed prior to termination date.
5. Take any other actions as directed in writing by the Department.
6. Immediately return all unexpended funds to the Department.

D. Renegotiation or Modification

Any alterations, variations, modifications, or waivers of provisions of this Agreement or the Mortgage shall only be valid when they have been reduced to writing, duly signed by all parties thereto, and attached to the original thereof.

E. Name of Payee

The name of the official payee to whom the Department shall issue warrants shall be City of Gainesville, Florida. The payee's Federal Employer Identification Number is 59-6000325.

F. Use of Funds for Lobbying Prohibited

City of Gainesville will comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of grants and aids appropriations for the purpose of lobbying the legislature, the judicial branch, or a state agency.

G. Cooperation; Payment of Costs

As a further condition to receipt of the grant funds provided or to be provided by the Department to or for the benefit of the recipient, the recipient agrees to cooperate with the Department and to assist it in and shall pay all costs of filing and recording the Mortgage, the cost of insurance required by this Agreement or the Mortgage, taxes incurred pursuant to this Agreement or the Mortgage, and any other

costs or taxes incurred or to be incurred under or pursuant to this Agreement or the Mortgage. The Department shall, upon request by the recipient, advance, pay, and/or reimburse recipient for any such costs or taxes from the proceeds of the grant and any such sums so advanced and paid shall be considered an advancement and payment of grant proceeds to the recipient.

H. References and Citations

All references in this Agreement to statutory and regulatory citations and cross references or to any procedure, standard, or guideline shall be construed to refer to such statutes, regulations, procedures, standards, and guidelines as amended, renumbered, supplemented, and/or replaced from time to time. In the event of any conflict between with the terms and provisions of this Agreement and the provisions of any such statutes, regulations, procedures, standards, or guidelines, the provisions of such statutes, regulations, procedures, standards, and guidelines shall control and be applied.

I. All Terms and Conditions Included in Agreement

This Agreement and its incorporated attachments contain all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. In the event of a breach or termination of this Agreement or the Mortgage, the recipient agrees to pay all costs of collection of monies due to the Department including a reasonable attorney's fee and costs.

J. Miscellaneous

1. The entire Department's remedies hereunder and under the Mortgage and at law or in equity are cumulative and may be exercised alone, together, or in any combination thereof.

2. This instrument shall be governed and construed by any applicable federal law and to the extent not preempted by federal law by the laws of the State of Florida without regard to its conflicts of laws provisions.

3. If any provision of this instrument is found by a court of competent jurisdiction to be invalid or unenforceable, or invalid or unenforceable in any particular circumstances, no such invalidity or unenforceability shall affect or impair the validity or enforceability of such provision in other permissible circumstances or the validity or enforceability of any other provision of this instrument.

4. Wherever used in this instrument all pronouns shall include the feminine, masculine, and neuter gender and the singular shall include the plural and vice versa.

5. Time is of the essence in the payment and performance of the obligations under this instrument.

6. Captions and headings used in this Agreement are for convenience only and shall not be used to define or construe the terms and provisions of this Agreement.

7. The excise or documentary stamp tax due in connection with this transaction has been paid on the Mortgage.

**SIGNATURE PAGE TO THE AGREEMENT GOVERNING  
FIXED CAPITAL OUTLAY GRANTS AND AIDS BETWEEN  
State of Florida Department of Children and Family Services  
AND City of Gainesville for the Gainesville Correctional Institute  
Homeless Shelter**

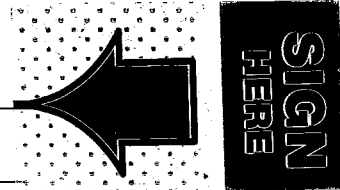
IN WITNESS WHEREOF the parties hereto have executed this 12 page Agreement, the day and year previously written.

APPROVED AS TO FORM AND LEGALITY

By: *David C. Schwartz*  
David C. Schwartz, Asst. City Attorney II  
City of Gainesville, Florida

RECIPIENT:

*Ed B. Brady*



As Witnessed By:

*Deborah L. Andrew*  
*[Signature]*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 1/8/15

\*\*\*\*\*

STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

As Witnessed By:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Regional Managing Director

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

APPROVED AS TO FORM AND LEGALITY

Regional General Counsel  
Department of Children and Family Services

By: \_\_\_\_\_

Revised \_\_\_ 2014

FY 2014-2015  
LETTER OF INTENT/FACILITY PROGRAM FOR CONSTRUCTION

TO: Department of Children and Families  
General Services (ASG)  
Building 3, Room 205-J  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

FROM: City of Gainesville  
Local Government or Nonstate Entity's Legal Name

ADDRESS: 200 E. University Avenue  
Gainesville, FL 32627

FEDERAL EMPLOYER NUMBER: 59-6000325

PROJECT CONTACT NAME: \_\_\_\_\_  
Telephone Number

APPROPRIATION LINE ITEM NUMBER: 396A DOLLAR AMOUNT: \$300,000

PROJECT TITLE: Empowerment Center – Human Services Campus

PROJECT LOCATION: 2845 NE 39<sup>th</sup> Ave Gainesville Alachua  
street city county

CONSTRUCTION: NEW \_\_\_\_\_ ADDITION \_\_\_\_\_ RENOVATION X

LAND PURCHASE \_\_\_\_\_ BUILDING PURCHASE \_\_\_\_\_ OTHER \_\_\_\_\_

PROPOSED DATE OF OCCUPANCY: The property is currently occupied – however, not the buildings that are having new roofs and paint.

Submitted: \_\_\_\_\_  
Local Government or Nonstate Entity (Recipient) Date

Reviewed: \_\_\_\_\_  
David J. Abramowitz  
Regional Managing Director, Northeast Region Date

Reviewed: \_\_\_\_\_  
Avi Wygodski  
Assistant Staff Director for Design and Construction Date

Approved: \_\_\_\_\_  
Matthew Howard  
Staff Director for General Services Date

## LETTER OF INTENT/FACILITY PROGRAM

### 1. DESCRIPTION OF THE PROGRAM(S) WHICH WILL BE AFFECTED BY THIS APPROPRIATION:

The City of Gainesville purchased the former Gainesville Correctional Institute (GCI) property in November, 2013, in order to develop a full service Human Services campus providing a variety of public services for homeless/needy individuals and families in the community. The facility currently offers meal, showers, laundry and shelter services. Future services such as employment training, medical, case management, foster care and other services will be provided once fully operational.

The funds will provide new roofs (\$200,288.35) and painting (\$22,537.00) for ten (10) campus buildings to be ready for occupancy. The remaining funds (\$77,174.65) will be for fixed capital commercial equipment completing the food services building and make it operational to server meals to the homeless and hungry.

### 2. DESCRIPTION OF THE SCOPE (SIZE) OF THE PROPOSED PROJECT:

The funds will provide new roofs (\$200,288.35) and painting (\$22,537.00) for ten (10) campus buildings to be ready for occupancy. The remaining funds (\$77,174.65) will be for fixed capital commercial equipment completing the food services building and make it operational to server meals to the homeless and hungry.

#	Building	Square Ft.	Total Roof costs	Exterior Paint	Kitchen Equipment
1	Admin Building	2485	\$ 9,625.52	\$ 2,209.00	
2	Med	5600	\$ 21,691.32	\$ 2,259.00	
3	Dorm C	9618	\$ 37,254.84	\$ 2,411.00	
4	Dorm B	9618	\$ 37,254.84	\$ 2,518.00	
5	Recreation Pavilion	3040	\$ 11,775.29	\$ 1,842.00	
6	Dorm A		\$ -	\$ 2,439.50	
7	Drug Treatment Building	10050	\$ 38,928.17	\$ 2,454.00	
8	Lib.		\$ -		
9	Laundry	Metal Roof	\$ -		
10	storage	360	\$ 1,394.44		
11	Kitchen		\$ -		\$ 77,174.65
12	chapel	3987	\$ 15,443.45	\$ 2,362.00	
13	Canteen	3750	\$ 14,525.44	\$ 2,228.50	
14	Visitors Pavilion	3200	\$ 12,395.04	\$ 1,814.00	
15	Dorm D	Metal Roof	\$ -		
	Total Square Footage	51708	\$ 200,288.35	\$ 22,537.00	\$ 77,174.65
				<b>Total Funding Request</b>	<b>\$ 300,000.00</b>

**LETTER OF INTENT/FACILITY PROGRAM**

**3. SCHEDULE OF PAYMENTS (PROJECTED DATES) FOR VARIOUS STAGES OF PROJECT:**

	Date	
a. Program submitted	_____	
b. Architect/engineer selected	_____	_____
		Architect's name
c. Architect/engineer contract award <i>(Include a copy of the A/E contract, a site plan, location map &amp; any design documents. If available, electronic mail version is preferred.)</i>	_____	
d. Notice to proceed with design	_____	
e. Final design approval	_____	
f. Advertisement for construction bid	_____	
g. Construction contract award <i>(Include a copy of the construction contract)</i>	_____	_____
		Contractor's name
h. Permits	_____	
i. Notice to proceed with construction	_____	
j. Monthly construction payments	_____	
k. Final construction completion	_____	

**4. ESTIMATED DOLLAR AMOUNT OF FUNDING SOURCES:**

a. State	\$ 300,000
b. Local Match	\$ _____
c. City	\$ _____
d. County	\$ _____
e. Temporary loan	\$ _____
<b>TOTAL</b>	<b>\$ 300,000</b>

## LETTER OF INTENT/FACILITY PROGRAM

## 5. ESTIMATED PROJECT BUDGET BY MAJOR CATEGORY OF EXPENDITURE:

- a. **Land Purchase** (Include 2 appraisals and the location map.) \$ \_\_\_\_\_
- b. **Building Purchase** (Include 2 appraisals, a graphic representation such as plat map, site plan, photographs and/or boundary survey. If available, the electronic version is preferred. Send a disk or electronic mail version.) \$ \_\_\_\_\_
- c. **Closing costs** (Doc stamps, intangible taxes, endorsements, title insurance, appraisal bank fees, survey, soil testing, miscellaneous land acquisition, contingency) \$ \_\_\_\_\_
- d. **Professional Services** (architect/engineer/special consultant, schematic design phase, design development phase, construction document phase, bidding, construction administration) \$ \_\_\_\_\_
- e. **Construction** (Total estimates includes: permits, bidding and award, construction contract, communications [security system, phone lines, etc.], contingency, fixture, furniture and equipment. \$ 77,174.65
- f. **Replacement costs** (exterior building package [repairs, roof, windows, painting], interior [finishes & renovations], building utilities [plumbing, mechanical, electrical], construction reserves [5% hard costs] \$ 222,825.35
- TOTAL** \$ 300,000.00



**FACILITY PROGRAM***(fill out for projects \$500,000 & above)***1. STATEMENT OF FACILITY PROGRAM NEEDS and/or JUSTIFICATION**

Provide a summary of the program objectives including impact/influence on your district/region.

The City of Gainesville purchased the former Gainesville Correctional Institute (GCI) property in November, 2013, in order to develop a full service Human Services campus providing a variety of public services for homeless/needly individuals and families in the community. The facility currently offers meal, showers, laundry and shelter services. Future services such as employment training, medical, case management, foster care and other services will be provided once fully operational.

**2. PROFESSIONAL SERVICE REQUIREMENTS**

- a. Architect, engineer or special consultants.  
Outline scope of services required.

N/A

**3. SITE ANALYSIS REQUIREMENTS****a. SITE ZONING: CERTIFY ATTAINABILITY OF ALL PERMITS:**

1. Present zoning classification if the intended use is nonconforming; what are the measures necessary to obtain a rezoning, waiver or a special exception?

N/A

**b. SITE RESEARCH TO INCLUDE:**

1. Facility uses/deed restrictions and ordinances that may restrict the site development/use. Parking requirements.

N/A

- c. EXISTING BUILDINGS ON SITE: to be removed or to remain? Justification for demolition or for renovation is required.

N/A

- d. SITE OWNERSHIP (private or public): transferal of ownership must be executed rapidly to avoid construction delays.

N/A

- e. APPROPRIATENESS OF THE SELECTED SITE: site access, location in relationship to the major thoroughfares and transportation terminals (public transportation). Utilities available: water, electrical, sanitary sewer. Is the conductor (sizes) of each sufficient to serve the need of the proposed facility?

N/A

**f. CERTIFICATION OF POSITIVE DRAINAGE:**

Verify the possibility of the selected site lying within a natural flood plain or drainage basin.

N/A

- g. If funding is to be used for a renovation or addition, has an ASBESTOS SURVEY been conducted? If asbestos is present, provide a budget for the estimated removal cost.

N/A

4. BUDGET ANALYSIS REQUIREMENTS: ALLOCATED FUNDING

Provide cost breakdown as shown:

a. Professional Services and Other Costs (if Required)

Architect/Engineer	\$ _____	_____
Special Consultant	\$ _____	Architect's Name
Construction Documents (including bidding/construction administration)	\$ _____	_____
Survey	\$ _____	Contractor's Name
Soil Analysis	\$ _____	
Furniture/Equipment	\$ <u>77,174.65</u>	
Part A Subtotal	\$ <u>77,174.65</u>	

**FACILITY PROGRAM**

b. Construction Costs

Construction	\$ _____
Replacement Cost	\$ <u>222,825.35</u>
Site Development	\$ _____
Utilities	\$ _____
Permits	\$ _____
Communications	\$ _____
Specialty Cost	\$ _____
Contingency (10%)	\$ _____
Part B Subtotal	\$ <u>222,825.35</u>

TOTAL COST (Part B plus Part A) \$ \_\_\_\_\_

FUNDING SOURCES:

<i>State</i>	\$ _____
<i>Local Match</i>	\$ _____
<i>City</i>	\$ _____
<i>County</i>	\$ _____
<i>Temporary loan</i>	\$ _____
<i>Total</i>	\$ <u>300,000.00</u>

SCHEDULE OF PAYMENTS (projected dates):

1. Program submitted \_\_\_\_\_
2. Architect/engineer selection \_\_\_\_\_
3. Architect/engineer contract award \_\_\_\_\_
4. Notice to proceed with design \_\_\_\_\_
5. Final design approval \_\_\_\_\_
6. Advertisement for construction bid \_\_\_\_\_
7. Construction contract award \_\_\_\_\_
8. Permits \_\_\_\_\_
9. Notice to proceed with construction \_\_\_\_\_
10. Monthly construction payments \_\_\_\_\_
11. Final construction completion \_\_\_\_\_

This instrument prepared by:

**Note to clerk of the circuit court: The intangible personal property evidenced by this instrument is owned by the State of Florida or a political subdivision of the State of Florida and pursuant to Section 199.183, Florida Statutes, is exempt from the nonrecurring intangible personal property tax imposed by Chapter 199 Florida Statutes**

## MORTGAGE LIEN AND SECURITY AGREEMENT

In consideration of a fixed capital outlay grant (the "Grant"), by the State of Florida Department of Children and Family Services (the "Department") to City of Gainesville for the Gainesville Correctional Institute Homeless Shelter (the "Provider") in the amount of \$300,000 for the purchase of, and/or renovations to, and/or construction of improvements on, the following described property, under Contract Number \_\_\_ between the Provider and the Department, and pursuant to Section 402.73 (3) Florida Statute, the Provider and the other undersigned, if any, hereby mortgage and grant a lien to the Department, whose mailing address is 1317 Winewood Blvd., Tallahassee, Florida 32399, on all of the undersigned's rights, title and interests in and to the land and real property located in Gainesville, Alachua County, Florida, and more particularly described in Exhibit "1" attached hereto and made a part hereof (said land and real property and the other matters referred to in the next phrase being hereinafter collectively referred to as the "Property"), together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; tenements and hereditaments; easements; appurtenances; and all other rights, royalties, and profits, including without limitation all mineral, oil, gas, and similar matters (subject and subordinate, however, to the lien of the prior mortgage or federal interest in favor of \_\_\_\_\_ N/A \_\_\_\_\_ recorded in O.R. Book \_\_\_\_\_, beginning at Page \_\_\_\_\_ in the Public Records of \_\_\_\_\_ County, Florida.

Check the appropriate item below:

(a) The Provider is acquiring and/or owns the Property, in which case the buildings, appurtenances, fixtures, fixed equipment, structures, improvements, renovations, and/or personalty to be purchased and/or made pursuant to the Grant are described in Exhibit "2" attached hereto and made a part hereof; or

(b) The Provider is not acquiring and does not own the Property, in which case (i) \_\_\_\_\_ (the "fee owner") is the owner of the Property and joins in the execution of this instrument for the purpose of subordinating his, her, or its fee simple interest in the Property to the lien of this instrument, and the Provider has a leasehold interest in the Property pursuant to a lease with the fee owner, which lease or a short form or memorandum thereof, is of record in O. R. Book \_\_\_\_\_, beginning at Page \_\_\_\_\_, in the Public Records of \_\_\_\_\_ County Florida, (ii) the relationship between the

fee owner of the Property and the Provider is as landlord/tenant, (iii) this instrument encumbers Provider's leasehold interest in the Property, and (iv) the improvements, renovations, and/or personalty to be purchased and/or made pursuant to the Grant are described in Exhibit "2" attached hereto and made a part hereof.

The Provider also hereby grants to the Department a security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679, F.S., in all fixtures; plumbing, heating, air conditioning and other equipment; building materials, appliances, floor and window coverings, and any personalty, purchased or to be purchased with the Grant to be located on and/or used in connection with the Property and/or the improvements and renovations to the Property to be made pursuant to the Grant, including but not limited to those items described in Exhibit "2" attached hereto and made a part hereof.

This instrument is given to secure (a) the payment and performance of all obligations of the Provider under the AGREEMENT GOVERNING FIXED CAPITAL OUTLAY GRANTS AND AIDS of even date herewith between the Provider and the Department (the "Agreement") pursuant to which the Department has made the Grant to the Provider, (b) the Department's Interest (as hereafter defined) in the Property pursuant to the Agreement and the Grant and (c) the payment and performance of all obligations hereunder. The Department's financial interest in the Property pursuant to the Agreement and the Grant (the "Department's Interest") shall be or deemed to be an amount equal to the amount of the Grant proceeds that have been disbursed to the Provider from time to time, plus all other cost, fees, and expenses owed by the Provider, or for which the Provider is liable, under this instrument and the Agreement.

The Department's Interest shall be, or at the time that it is to be determined shall be deemed to have been, proportionately reduced and subsequently vacated over a 10 (ten) year period (the "Term") of depreciation unless the lien of this mortgage is satisfied before that time or if before that time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of section 18 below. The Term shall commence on the date of the execution of this instrument and end on the date that is 10 (ten) years from the date of (i) the Provider's purchase of the Property, as evidenced by the date the deed to the Provider for the Property is recorded in the Public Records of the county in which the Property is located or (ii) the completion of the improvements to be made pursuant to the Grant as evidenced by a notice of the completion of said improvements approved by the Department and recorded in the Public Records of the County in which the Property is located, whichever is later,

As a condition of receipt of state funding for this purchase, and/or renovation, and/or construction the undersigned agree that (a) if the Property is disposed of before the Department's Interest is vacated, or (b) at the time of any termination of the Agreement or the obligations of the parties thereunder, or (c) at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of section 18 below, an amount calculated as set forth in section 10 below shall be immediately due and payable to the Department by the Provider and any other person or firm personally liable hereunder, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument. If the Provider or any other person or firm personally liable

hereunder fails to pay all such sums immediately upon any disposition of the Property or otherwise when due, from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable to the Department by the Provider and any other person or firm personally liable hereunder.

Estoppel letters or other information concerning this instrument may be obtained by contacting:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned further agree:

1. To keep the Property insured in the manner provided in the Agreement Governing Fixed Capital Outlay Grants and Aids dated \_\_\_\_\_, 2014
2. To pay all taxes, assessments, and other costs and charges that may become a lien on the Property and all documentary stamp or other excise taxes due in connection with the execution and delivery of this instrument as they become due (and in all events prior to delinquency), and furnish to the Department evidence thereof that is satisfactory to the Department.
3. To comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Property, including without limitation all environmental laws, ordinances, rules, and regulations; and to obtain, keep, and maintain all permits and licenses necessary for the construction, renovation, repair, and operation of the Property and the business to be conducted on the Property for the purposes for which the Grant has been made. Also to comply with all laws, ordinances, rules, regulations, procedures, guidelines and standards pertaining to the Grant, including without limitation, if the Agreement provides that the Grant is funded from a supplemental emergency social services block grant, all laws, rules, regulations, procedures, guidelines and standards applicable to the supplemental emergency social services block grant program.
4. To pay all persons or firms performing any work or supplying any materials for the construction and/or renovation of improvements on or the maintenance or repair of the Property and all other persons and firms who may have construction lien or other statutory lien rights for the performance of work or services relating to the Property as and when all sums therefor are due and payable.
5. To pay and perform all obligations under any other prior or superior mortgages, liens, or encumbrances as they become due (and in all events prior to delinquency), not to create, suffer, or permit any subsequent liens or mortgages on the Property without the Department's prior written consent, to keep the Property free and clear of all other liens and encumbrances, including without limitation all construction liens and other statutory liens for the performance of work or services relating to the Property.

6. To keep the Property free and clear of all pollutants, hazardous materials, and waste, including without limitation petroleum products, with the exception of legally permitted and properly stored materials in reasonable amounts customarily used in the construction, renovation, use, and operation of similar property.

7. To maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

8. During the term of this instrument, the Provider shall not sell, transfer, mortgage, or assign its interest in the Property or in the property subject to the security interest under the Florida Uniform Commercial Code-Secured Transactions, unless the Department, in its sole discretion, whether reasonable or not, approves the sale, transfer, mortgage, or assignment; and, in the case of sale, transfer, or assignment so approved by the Department, the purchaser, transferee, or assignee must fully assume, in writing, all of the terms and conditions of this instrument, the Agreement, and, if applicable, the Notice of Federal Interest referred to in the Agreement. Without limiting the generality of the foregoing, if the Agreement provides that the Grant is funded from a supplemental emergency social services block grant, Provider shall not convey, transfer, assign, mortgage, lease or otherwise encumber the Property or the property subject to the security interest under the Florida Uniform Commercial Code-Secured Transactions, without the prior written approval of the United States Department of Health and Human Services.

9. Provider shall continue the operation, maintenance, repair, and administration of the Property in accordance with the purposes for which the funds of the Grant were originally appropriated and for a period of time that is the greater of (a) the time expressly specified by the act appropriating the Grant, or (b) the expiration of the Term.

10. (a) If Provider fails to comply with Section 9 above, or (b) if the Property is disposed of before the Department's Interest is vacated, or (c) at the time of any termination of the Agreement or the obligations of the parties thereunder, or (d) at the time the Department declares all sums and obligations hereunder to be immediately due and payable in accordance with the provisions of section 18 below, the Provider and any other person or firm personally liable hereunder shall pay to the Department, no later than upon demand by the Department, without any interest thereon except in the event of default under this instrument or as otherwise expressly provided for in this instrument, the amount to be paid shall be the Department's Interest, as adjusted by depreciation.

Provided in no event shall the amount to be paid exceed the amount of the Grant.

If the Provider or any other person or firm personally liable hereunder fails to pay all such sums when due, then from and after the date that the Department declares a default hereunder such sums shall bear interest at the highest rate permitted by law and such interest shall also be immediately due and payable by the Provider and any other person or firm personally liable hereunder.

11. The Provider shall indemnify, defend, and hold the Department harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of or relating to the Property or the use of the Grant money.

12. Provider and any other person or firm personally liable hereunder shall return any portion of the Grant money received that is not necessary for the purchase of the land, or the cost of the improvements, renovations, and personalty, for which the Grant was awarded.

13. At all times in which Grant money is being disbursed and during any term or period of construction or renovation of improvements on the Property and until such time as the Grant money is fully and properly spent according to the act appropriating the Grant, the Provider shall obtain a blanket fidelity bond, in the amount of the Grant, issued by a company authorized and licensed to do business in this state, which will reimburse the Department in the event that anyone handling the Grant moneys either misappropriates or absconds with the Grant moneys. All employees handling the Grant moneys must be covered by the bond.

14. If any obligation hereunder or under the Agreement is not timely paid or performed, or in the event of any breach of any warranty hereunder or under the Agreement, in addition to all other remedies, the Department may, but is not obligated to, pay or perform the obligation and cure the breach and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Provider and any other person or firm personally liable hereunder to the Department upon demand by the Department.

15. If any action or proceeding is commenced that in the opinion of the Department would materially affect the Department's interest in the Property, the Department may, but is not obligated to, take any actions the Department deems appropriate to protect its interest in the Property and the costs thereof shall bear interest at the highest rate permitted by law. Such costs and interest thereon shall be secured by this instrument and be immediately due and payable and paid by Provider and any other person or firm personally liable hereunder upon demand by the Department.

16. Provider warrants that (a) Provider and all persons or firms having any ownership interest in the Property have joined in the execution and delivery of this instrument and have good and marketable fee simple title to the Property free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable and any other matter consented to by the Department in writing, (b) each of the undersigned has the full right, power, and authority to execute and deliver this instrument to the Department and this instrument has been validly executed by each of them, (c) this instrument constitutes a valid lien and encumbrance on the good and marketable fee simple title to the Property and the good and marketable title to the property encumbered by the security interest under the Florida Uniform Commercial Code-Secured Transactions granted by this instrument, including without limitation the property described in Exhibit "B" attached hereto, free and clear of all other liens and encumbrances other than governmental taxes, assessments, and charges not yet due and payable



and any other matter consented to by the Department in writing, and (d) with the exception of such matters they will defend their title to the Property and such other property and the priority of the lien of this instrument thereon against the claims of all other persons or firms.

17. Upon (a) the failure of any obligation under this instrument or under the Agreement, to be timely paid and performed and/or the breach by the Provider of any term or condition under this or under the Agreement; (b) the death or dissolution of any of the undersigned; (c) the insolvency of any of the undersigned, the appointment of a receiver for any part of the property of any of the undersigned, any assignment by or on behalf of any of the undersigned for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against any of the undersigned; or (d) any attempt by any governmental agency or entity, any other person or entity that has the power to exercise the power of eminent domain, or any creditor, to attach, levy upon, garnish, or take the Property or any portion or proceeds thereof, the Department may, at its option, declare a default hereunder, declare all sums and obligations hereunder, with interest thereon as hereafter provided, to be immediately due and payable, and exercise any all remedies therefor available at law, in equity, or under this instrument. From and after the date that the Department declares any such default hereunder all sums due hereunder shall bear interest at the highest rate permitted by law. A default under this instrument or under the Agreement shall be a default under each and all such instruments.

18. Without limitation, such remedies include (a) regardless of whether or not the apparent value of the Property exceeds the amount of the obligations secured hereby by a substantial amount, the right to have a receiver appointed to take possession of all or any part of the Property with the power to protect, preserve, operate and collect any rents from the Property preceding foreclosure or sale, and to apply the proceeds over and above the cost of the receivership, to the obligations secured hereby (the receiver may serve without bond if permitted by law), (b) judicial foreclosure of the interests of the undersigned, and (c) to the fullest extent permitted by law the right to obtain a judgment for any deficiency remaining in the sums secured hereby after the application of all amounts received by the Department from the exercise of any of the rights provided in this section 19, the foregoing section 18, and the following Section 20.

19. Without limiting the generality of any the foregoing, with respect to the security interest under the Florida Uniform Commercial Code-Secured Transactions, Chapter 679 F.S. granted by this instrument, the Department shall have all rights and remedies of a secured party under the Florida Uniform Commercial Code-Secured Transactions.

20. All of the Department's remedies hereunder are cumulative and may be exercised alone, together, or in any combination thereof.

21. Immediately upon demand by the Department, the Provider and any other person or firm personally liable hereunder shall pay to the Department all costs of collection of the obligations and sums set forth herein after referral to a collection agency or attorney, including without limitation an attorney that is a salaried employee of the Department, and also including without limitation reasonable attorneys' fees at trial, on appeal, and in any insolvency proceedings,

including without limitation the costs of an attorney that is a salaried employee of the Department, and all costs incurred by the Department in exercising its remedies hereunder. All such costs shall bear interest at the highest rate permitted by law and all such costs and interest thereon are part of the sums secured hereby.

22. This instrument contains the entire agreements of the parties with respect to the matters covered hereby and may be modified or amended only by an instrument signed by whoever will be bound or obligated by the modification or amendment. No rights of the Department hereunder shall be construed to have been waived unless waived in writing by an instrument signed by the Department and any such written waiver shall not apply to any other right of the Department hereunder or any future exercise of any such rights waived in the written instrument unless so expressly stated in the written instrument signed by the Department.

23. This instrument shall be governed and construed by any applicable federal law and to the extent not preempted by federal law by the laws of the State of Florida without regard to its conflicts of laws provisions.

24. If any provision of this instrument is found by a court of competent jurisdiction to be invalid or unenforceable, or invalid or unenforceable in any particular circumstances, no such invalidity or unenforceability shall affect or impair the validity or enforceability of such provision in other permissible circumstances or the validity or enforceability of any other provision of this instrument

25. Without the written consent of the Department recorded in the Public Records in the County in which this instrument is recorded, there shall be no merger of the interest or estate created by this instrument and any other interest or estate in the Property at any time held by the Department in any capacity.

26. This instrument shall inure to the benefit of and be binding upon the parties, their respective heirs, personal representatives, successors, and permissible successors in title and assigns, and in the event that any one or more of them hereafter become the owner of the Property the Department may, without notice to or consent by any of the undersigned, deal with any such owner or owners by way of extension, modification, renewal, forbearance or otherwise make other accommodations with regard to the terms and provisions of and the obligations and sums under this instrument without affecting or impairing the personal liability of the Provider or any other party personally liable for the obligations and sums hereunder or the lien or priority of the lien of this instrument on the Property.

27. Wherever used in this instrument all pronouns shall include the feminine, masculine, and neuter gender and the singular shall include the plural and vice versa.

28. Time is of the essence in the payment and performance of the obligations under this instrument.

By the acceptance of this instrument the Department agrees that it shall execute a satisfaction of this instrument in recordable form upon full compliance by the Provider with the all of the terms of this instrument.

**All parties to this instrument hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.**

In witness whereof, this instrument has been executed as of the \_\_\_ day of \_\_\_\_\_, 2014.

The balance of this page is intentionally left blank. The signature and acknowledgement page follows.

**SIGNATURE PAGE TO THE MORTGAGE LIEN AND SECURITY AGREEMENT FROM THE UNDERSIGNED TO THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

Devonia L. Andrew

Witness

Company name: City of Gainesville

DEVONIA L. ANDREW

Witness printed name

By: Edw B. Braddy

[Signature]

Kevin Lannon

Witness

Printed Name

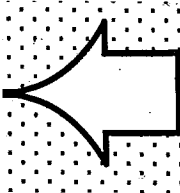
Title:

Sharon J. Williams

Sharon D. Williams

Witness printed name

Address:



(ADD SIGNATURE AND WITNESS BLOCKS FOR ANY ADDITIONAL SIGNATORIES)

STATE OF FLORIDA  
COUNTY OF ALACHUA \_\_\_\_\_

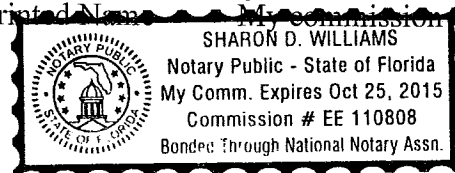
The foregoing instrument was subscribed, sworn to, and acknowledged before me the 12 day of January, 2015 by Edward Braddy, the Mayor of and for and behalf of City of Gainesville. He or she is personally known to me or has produced \_\_\_\_\_ as identification.

Sharon J. Williams

Notary Public, State of Florida

Sharon D. Williams

Printed Name My commission expires:



(Seal)

(ADD ACKNOWLEDGEMENTS FOR ANY ADDITIONAL SIGNATORIES)

**APPROVED AS TO FORM AND LEGALITY**

By: David C. Scheer  
David C. Scheer, City Attorney II  
City of Gainesville, Florida

LEGAL DESCRIPTION – PROPOSED ENCUMBRANCE

A PART OF SECTIONS 26 & 27, TOWNSHIP 9 SOUTH, RANGE 20 EAST, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 26, TOWNSHIP 9 SOUTH, RANGE 20 EAST; THENCE SOUTH 01 DEGREES 18 MINUTES 03 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 26, A DISTANCE OF 1225.66 FEET TO AN INTERSECTION WITH THE CENTERLINE OF STATE ROAD No. 222 (NE 39<sup>th</sup> AVENUE) AS PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION No. 26005-2518; THENCE SOUTH 60 DEGREES 29 MINUTES 07 SECONDS EAST, ALONG SAID CENTERLINE OF STATE ROAD No. 222, A DISTANCE OF 1023.14 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD No. 222 AND THE POINT OF BEGINNING; THENCE SOUTH 30 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 694.75 FEET; THENCE SOUTH 63 DEGREES 23 MINUTES 29 SECONDS EAST, A DISTANCE OF 922.65 FEET; THENCE SOUTH 1 DEGREE 01 MINUTE 10 SECONDS EAST, A DISTANCE OF 298.37 FEET; THENCE SOUTH 30 DEGREES 02 MINUTES 32 SECONDS WEST, A DISTANCE OF 828.92 FEET; THENCE NORTH 60 DEGREES 29 MINUTES 07 SECONDS WEST A DISTANCE OF 1135.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF A LEASE AGREEMENT BETWEEN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND THE STATE OF FLORIDA DEPARTMENT OF CORRECTIONS, BEING KNOWN AND HEREUNTO REFERENCED AS LEASE AGREEMENT No. 3490; THENCE NORTH 30 DEGREES 02 MINUTES 32 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID LEASE AGREEMENT No. 3490, A DISTANCE OF 1733.90 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 222; THENCE SOUTH 60 DEGREES 29 MINUTES 07 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD No. 222, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

## LIST OF IMPROVEMENTS

The funds will provide new roofs (\$200,288.35) and painting (\$22,537.00) for ten (10) campus buildings to be ready for occupancy. The remaining funds (\$77,174.65) will be for fixed capital commercial equipment completing the food services building and make it operational to server meals to the homeless and hungry.

#	Building	Square Ft.	Total Roof costs	Exterior Paint	Kitchen Equipment
1	Admin Building	2485	\$ 9,625.52	\$ 2,209.00	
2	Med	5600	\$ 21,691.32	\$ 2,259.00	
3	Dorm C	9618	\$ 37,254.84	\$ 2,411.00	
4	Dorm B	9618	\$ 37,254.84	\$ 2,518.00	
5	Recreation Pavilion	3040	\$ 11,775.29	\$ 1,842.00	
6	Dorm A		\$ -	\$ 2,439.50	
7	Drug Treatment Building	10050	\$ 38,928.17	\$ 2,454.00	
8	Lib.		\$ -		
9	Laundry	Metal Roof	\$ -		
10	storage	360	\$ 1,394.44		
11	Kitchen		\$ -		\$ 77,174.65
12	chapel	3987	\$ 15,443.45	\$ 2,362.00	
13	Canteen	3750	\$ 14,525.44	\$ 2,228.50	
14	Visitors Pavilion	3200	\$ 12,395.04	\$ 1,814.00	
15	Dorm D	Metal Roof	\$ -		
	Total Square Footage	51708	\$ 200,288.35	\$ 22,537.00	\$ 77,174.65
				<b>Total Funding Request</b>	<b>\$ 300,000.00</b>

**Schwartz, David C.**

---

**Subject:** DCF Grant Agreement for Empowerment Center

**From:** Varvel, Steven C.  
**Sent:** Tuesday, January 06, 2015 11:54 AM  
**To:** Schwartz, David C.  
**Subject:** RE: DCF Grant Agreement for Empowerment Center

David,  
The City of Gainesville is the named insured on the property policies, it under GRU because the invoices are billed to GRU. That is how I communicate to GRU who pays what when our insurance invoices are sent. Those property carries cover all City owned property.  
Steve Varvel

---

**From:** Varvel, Steven C.  
**Sent:** Monday, January 05, 2015 1:46 PM  
**To:** Amerson, Kelly L.; Bridges, Samuel H.; Schwartz, David C.; Sweigard, Kimberly A.; Cothren, Gary D.  
**Cc:** Murry, Fredrick J.; Snyder, Debora S  
**Subject:** RE: DCF Grant Agreement for Empowerment Center

Kelly,  
Here is the city's schedule of insurance. This covers all forms of insurance purchased by the City. It specifically states the terms and loss limits of the property policy.



**Prepared For:** City of Gainesville  
Steve Varvel  
200 E University Ave  
Gainesville, Florida 326013400  
Phone: 0001 3523345054

**Prepared By:** Sandi M Lee  
Ft. Lauderdale Fl  
Phone: 19548383425  
Fax: 19548383664  
Email: Sandra.X.Lee@marsh.com

**Selected Policies**  
**IRONWOOD**

Coverage	Insurer	Policy Number	Policy Period	Amount	(US Dollars unless noted)	Notable Limits & Deductibles / Retentions	Other Comments & Claims Reporting
Business Owners/Property Pkg	PHOENIX INSURANCE COMPANY	X-630-2926L823-PHX-14	10/01/2014 To 10/01/2015	\$43,123.00	Premium	Policy includes Property, Inland Marine, General Liability and Crime with various limits and deductibles	
Automobile NON-OWNED	TRAVELERS INDEMNITY COMPANY OF AMERICA	BA-5262N691-14-GRP	10/01/2014 To 10/01/2015	\$697.00	Premium	Auto \$1,000,000 per accident Hired and Non owned Auto's only	
Excess Liability	TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	XSM-CUP-7067Y050-TIL-14	10/01/2014 To 10/01/2015	\$1,862.00	Premium	Excess \$2,000,000 per occurrence and per event aggregate \$10,000 Retained Limit	

**GAINESVILLE REGIONAL UTILITIES**

Property/All Risk	ACE AMERICAN INSURANCE COMPANY	EUT N091 6465 0	10/01/2014 To 10/01/2015	\$193,281.00	Premium	Property (All Risk) \$350,000,000 Real and Personal Property Limit (Policy Limit) \$2,500,000 Extra Expense- Excludes replacement power purchase \$50,000,000 Flood (annual aggregate) \$50,000,000 Earthquake (annual aggregate) California Earthquake/Earth Movement- EXCLUDED \$5,000,000 Property in Transit (Property Damage only) \$1,000,000 Boiler and Machinery Sublimit	Property (All Risk) ACE portion 12.5% that being \$43,750,000 part of the \$350,000,000
Accessed through Firm: Starr Technical Risks Agency, Inc. \$10,000,000 Newly Acquired Property (120 Day Reporting Requirement) Excludes Gas Turbine Generators Units							





**Schedule of Insurance**  
As of: 11/04/2014

Coverage	Insurer	Policy Number	Policy Period	Amount (US Dollars unless noted)	Notable Limits & Deductibles / Retentions	Other Comments & Claims Reporting
<b>Property/All Risk</b>	ASSOCIATED ELECTRIC & GAS INSURANCE SERVICES LIMITED	PO5345602P	10/01/2014 To 10/01/2015	\$309,250.00 Premium	<p>Deductible of \$100,000 per occurrence except: \$250,000 for Power Generation and Water Utility Properties</p> <p>\$500,000 Deerhaven Steam Turbine generating unit's no 1 and 2 and 3 "GE" MS7001EA &amp; Kelly Street Unite #CT4</p> <p>Any/All Transformers Greater of \$1.50 per KVA or \$250,000</p> <p>\$25,000 Transit - Non -Utility Plant related</p> <p>\$25,000 EDP</p> <p>Named Windstorm: 3% of locations total insurable value at time of loss, subject to a minimum \$250,000. As respects all insured properties combined</p> <p>Flood peril-zone "A" and Subzones: Deductible for Zone A and subzones is the maximum available from the NFIP whether purchased or not, subject to the minimum locations base deductible (above) or \$250,000 minimum, whichever is greater.</p> <p>Flood peril-zone "V" and Subzones: 2% of the total insurable values at risk per location subject to a minimum of \$250,000 or location base deductible (above) whichever is greater, Extra Expense: \$100,000</p>	Property (All Risk) AEGIS portion 20% that being \$70,000,000 part of the \$350,000,000
<b>Property/All Risk</b>	NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.	65305418	10/01/2014 To 10/01/2015	\$154,625.00 Premium	Limits apply as noted above	Property (All Risk) AIG portion 10% that being \$35,000,000 part of the \$350,000,000
<b>Property/All Risk</b>	LIBERTY MUTUAL INSURANCE COMPANY	4N118471013	10/01/2014 To 10/01/2015	\$154,625.00 Premium	Limits apply as noted above	Property (All Risk) Liberty portion 10% that being \$35,000,000 part of the \$350,000,000

Issued On: December 09, 2014

2014-15 Schedule of Insurance

Page 2 of 5

This schedule has been prepared for the convenience of the Insured and is not an exact and binding analysis of the coverages. This schedule is for your use as a reference only and is not intended to be inclusive of all policy terms, conditions and exclusions. Even though care has been taken in the preparation of this schedule, in the event there is a discrepancy, the original policies will prevail as the sole binding documents.



**Schedule of Insurance**  
As of: 11/04/2014

Coverage	Insurer	Policy Number	Policy Period	Amount	(US Dollars unless noted)	Notable Limits & Deductibles / Retentions	Other Comments & Claims Reporting
Property/All Risk	LLOYD'S OF LONDON	DG148814	10/01/2014 To 10/01/2015	\$115,969.00	Premium	Property (All Risk) Limits apply as noted above	Property (All Risk) London portion 7.5% that being \$26,250,000 part of the \$350,000,000
Property/All Risk	THE PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPANY	58-A3-PP-0000091-04	10/01/2014 To 10/01/2015	\$386,562.00	Premium	Limits apply as noted above	Property (All Risk) Princeton portion 25% that being \$87,500,000 part of the \$350,000,000
Property/All Risk	WESTPORT INSURANCE CORPORATION	UTPD45328502	10/01/2014 To 10/01/2015	\$231,937.00	Premium	Limits apply as noted above	Property (All Risk) Westport portion 15% that being \$52,500,000 part of the \$350,000,000
General Liability	LEXINGTON INSURANCE COMPANY	082695187	10/31/2014 To 10/01/2015	\$198,020.00	Premium	General Liability \$800,000 each occurrence \$2,000,000 general aggregate \$2,000,000 completed operations and products aggregate \$200,000 Self Insured Retention	General Liability Excess over Self Insurance
Excess Liability	COMMERCE & INDUSTRY INSURANCE COMPANY	BE012493121	10/31/2014 To 10/01/2015	\$140,655.00	Premium	Excess \$10,000,000 per occurrence and per event aggregate \$250,000 Crisis Response Limit of Insurance \$50,000 Excess Casualty Crisis Fund Limit of Insurance \$10,000 Self Insured Retention	Excess
Miscellaneous Casualty	LIBERTY SURPLUS INSURANCE CORP.	CTNY403196-2	10/01/2014 To 10/01/2015	\$20,000.00	Premium	\$5,000,000 each occurrence \$10,000,000 general aggregate \$5,000,000 completed operations and products aggregate \$5,000,000 personal injury & advertising injury \$500,000 fire damage \$50,000 Self Insured Retention	Railcar Liability policy Claims made policy Retro active date: 10/1/08
Miscellaneous Property	ESSEX INSURANCE COMPANY	RRP1376-8	10/01/2014 To 10/01/2015	\$14,860.00	Premium	Limit of Liability: \$6,750,000 per occurrence and in the annual aggregate for Earthquake and flood separately \$25,000 Deductible per occurrence Valuation: Replacement Cost or the Gap between the	Owned Railcars policy Essex Terrorism, Mold and Cyber Exclusions

Issued On: December 09, 2014

2014-15 Schedule of Insurance

This schedule has been prepared for the convenience of the Insured and is not an exact and binding analysis of the coverages. This schedule is for your use as a reference only and is not intended to be inclusive of all policy terms, conditions and exclusions. Even though care has been taken in the preparation of this schedule, in the event there is a discrepancy, the original policies will prevail as the sole binding documents.