

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

- b. Applicability. This requirement applies to “*funding agreements*,” but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

- i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
- ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
- iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. **Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any

Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.
- b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. Suggested Language.

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. Suggested Language.

“This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

5. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. Suggested Language.

“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

- c. Suggested Language.

“The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.
- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.
- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sub-Recipient Agency

Date

Signature

Printed Name & Title

Attachment K
JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

JOYLAND WATER PROJECT

Schedule

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: July 14, 2020

Date Submitted: July 9, 2020

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Robin Ryals, Utilities Director
Rob Nixon, CRA Manager

Subject: Joyland Property Acquisition and Water System Integration
Timeline

Statement of Issue:

On June 23, 2020, the Quincy City Commission unanimously voted to authorize the purchase of the Joyland Subdivision Water System and related properties which included 2 lots with a water retention pond and pump system, a separate lot with a well, a large water tank and a small pump house. The total price for this acquisition is \$65,000.

The City Commission directed staff to develop a schedule of activities with a corresponding timeline for the project from acquisition to integration into the City's water system.

Status:

City staff including the City Manager, City Attorney, City Utilities Director, City Finance Director and CRA Manager conferred to develop a list of activities and associated timeframe necessary to convert the Joyland Subdivision from well supply to city sources. See attached table.

Options:

Option 1 – Accept anticipated Schedule of Activities and Timeline

Option 2 – Modify anticipated Schedule of Activities and Timeline.

Staff Recommendation:

Option 1

Attachments:

- Joyland Water System and Property Acquisition
- Joyland Water Schedule/Estimate
- Joyland Asset Purchase Agreement
- Joyland Warranty Deed
- Schedule A1 – Real Property
- Exhibit A – Bill of Sale, Assignment and Assumption Agreement

JOYLAND WATER SYSTEM AND PROPERTY ACQUISITION

Tentative Schedule of Activities

Attachment 1

TIME	TASK	ACTIVITY DESCRIPTION	STAFF LEAD
Closing 15 days from Purchase Agreement.	Acquisition	<i>The City Attorney is recommending at least 45 days to close as the title company will need that minimum amount of time to complete the title process. The City Attorney anticipates the need to have additional meetings with the property owner(s) to ensure a corrected title is in place.</i>	City Manager City Attorney
14 days after Closing.	Public Information	<i>A Neighborhood Town Hall Meeting will be held at New Bethel A.M.E. at a "To Be Determined" date and time within two weeks after the Closing. Should COVID-19 concerns prevent an in-person meeting; a virtual conference will be coordinated within the same time frame. Also, each Joyland Neighborhood resident will receive written correspondence which will provide them with an anticipated timeline of activities, description of new benefits resulting from being integrated in the City's Water System and to address questions regarding future billing and maintenance.</i>	QCRA Manager Utilities Director
9 -12 weeks from Notice to Proceed.	System Integration	<p><i>The following estimate of time and materials is for the conversion and integration of the Joyland Water System to the City of Quincy's Water System. This estimate includes a loop-tie in at both Selman Road and U.S. Highway 90. Additionally, two hydrant locations on each end of the development will be installed, as well as, activities related to disconnecting from Joyland's current well supply will be completed. The total estimated cost is \$57,400.00. Prior to the transition, staff will review options concerning continued use of the well versus immediate capping. Our Schedule Breakdown is as follows:</i></p> <ul style="list-style-type: none"> <i>• 30 days Permitting</i> <i>• 6-8 weeks from Notice to Proceed</i> <i>• 2-3 weeks for Construction</i> <i>• 1 week for Clean-up and Transfer</i> <i>• Total estimated Time: Minimum of 9 weeks to a Maximum of 12 Weeks.</i> <p><i>This estimate does not include the replacement of some 40 existing water meters at this time. The task of replacing water meters will need to be accomplished in the next year or so.</i></p>	Utilities Director
2 weeks of completion	Ribbon-cutting	<i>The City and Joyland Subdivision will host a ribbon-cutting event to commemorate the integration of Joyland residents into the City's Water System community.</i>	City Manager QCRA Manager

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter referred to as the “Agreement”), by and between the **CITY OF QUINCY**, a municipality incorporated in Gadsden County, Florida (hereinafter referred to as the “Purchaser”), and LOUNETTE MOCK JOYNER MCPHERSON *aka* LOUNETTE MOCK JOYNER, individually, and LOUNETTE MOCK JOYNER MCPHERSON *aka* LOUNETTE MOCK JOYNER *dba* JOYLAND WATER SYSTEM, sole proprietorship operating under the laws of the state of Florida (hereinafter referred to as the “Seller”).

WHEREAS, Seller is engaged, or has previously been engaged, in the business of water utilities (the “Business”).

WHEREAS, Seller owns certain real and operating assets consisting of, but not limited to, real property, equipment, and other miscellaneous assets (the “Assets”) used in connection with certain of its operations, all as more particularly hereinafter described; and

WHEREAS, Purchaser desires to acquire all of the Assets of Seller as further described in Section 1; and Seller desires to sell all such Assets to Purchaser.

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree that the foregoing recitals are true and correct and further agree as follows:

Section 1. Property Purchased. Purchaser agrees to purchase and pay for and Seller agrees to sell, assign, transfer and convey to Purchaser on the Closing Date (as defined in Section 4 hereof), for the consideration specified in Section 3 hereof, all of the following Assets and rights of Seller used in or arising from the conduct of the Business, free and clear of any encumbrances, including the following:

(A) *Real Property.* All of Seller’s right, title and interest in and to (i) the real property and the structures, improvements, and facilities thereon owned by Seller and more fully described in Schedule A(1), and (ii) all easements, if any, reversionary or otherwise, in or upon such real property and all other rights and appurtenances belonging or in any way pertaining to such real property including all right, title and interest of the Seller in and to any mineral rights and water rights relating to such real property (the “Real Property”).

(B) *Equipment, Etc.* All equipment and machinery of Seller located at the Real Property including the items set forth on Schedule (A)2 (the “Equipment”).

(C) *Permits and Licenses.* All permits and licenses related to the Business, to the extent assignable or transferable, listed in Schedule (A)3 (the “Permits and Licenses”);

(D) *Claims.* All claims of Seller against third parties relating to the Assets.

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

Section 2. Assumption of Liabilities or Obligations.

Purchaser shall not assume by virtue of this Agreement or the transactions contemplated hereby any obligations of Seller including, but not limited to, any liabilities related to operation of the Business by the Seller prior to the Closing Date, any liabilities of the Seller for taxes, any liability or obligation of the Seller under any Environmental Law arising out of or relating to the operation of the Seller’s business, any liability of the Seller related to the Real Property, or any liability of the Seller arising out of any lawsuit, mediation, arbitration or other legal proceeding. All liabilities or obligations of Seller shall be referred to herein as “Excluded Liabilities.”

Section 3. Purchase Price.

A. Purchaser agrees to pay to Seller as the purchase price the following amount: SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000) (the “Purchase Price”).

Section 4. Effective Date; Closing. The “Effective Date” of this Agreement is the date on which the last one of the Seller and Purchaser has signed and delivered this Agreement. Time is of the essence in this Agreement. The closing for the transaction contemplated by this Agreement (the “Closing”) shall take place within forty-five (45) calendar days of the Effective Date (“Closing Date”), unless extended by other provisions of this Agreement. In the event insurance underwriting is suspended on the Closing Date and Purchaser is unable to obtain property insurance, Purchaser may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Section 5. Due Diligence Period. Purchaser will, at Purchaser’s expense and within thirty (30) calendar days from the Effective Date (the “Due Diligence Period”), determine whether the Real Property is suitable, in Purchaser’s sole and absolute discretion. During the term of the Agreement, Purchaser may conduct any tests, analysis, surveys and investigations (the “Inspections”) which Purchaser deems necessary to determine to Purchaser’s satisfaction the Real Property’s environmental and engineering properties; zoning and zoning restrictions; flood zone designation and restrictions, soil and grade, and the availability of permits, government approvals, and licenses. Seller grants to Purchaser, its agents, contractors, employees, and assigns the right to enter the Real Property at any time during the term of this Agreement for the purpose of conducting Inspections, upon reasonable notice at a mutually agreed upon time.

Section 6. Title; Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser as follows:

A. *Action.* The Seller has the right, power, authority and legal capacity to execute and deliver this Agreement, convey marketable title to the Real Property by statutory warranty deed, free of liens, easements and encumbrances of record, and deliver and execute Seller’s Closing Documents and to perform its obligations under this Agreement and Seller’s Closing Documents.

B. *Evidence of Title.* The party who pays the premium for the title insurance policy will select the

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

*Initials: (Seller – Joyland Water Systems)*_____

closing agent and pay for the title search and closing services. Seller will within ten (10) calendar days after the Effective Date deliver to Purchaser a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before the Closing, and upon Purchaser recording the deed, and an owner's policy in the amount of the Purchase Price for fee simple title subject only to exceptions acceptable to Purchaser.

C. *Title Examination.* Purchaser will, within seven (7) calendar days from receipt of the evidence of title deliver written notice to Seller of title defects and Seller shall cure the defects with ten (10) calendar days from receipt of the notice (the "Curative Period"). Seller shall use good faith efforts to cure the defects within the Curative Period. If the defects are cured within the Curative Period, Closing will occur on the latter of 10 days after receipt by Purchaser of notice of such curing or the scheduled Closing Date. If the defects are not cured within the Curative Period, Purchaser will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Agreement or accept title subject to existing defects and Close the transaction. Purchaser may reduce the Purchase Price where title is subject to existing defects that cannot be cured by Seller.

Purchaser shall have obtained a certified survey of each Real Property prepared by a licensed surveyor satisfactory to Purchaser and the Title Company, in a form satisfactory to each of such parties (the "Surveys"). The Surveys shall not disclose any encroachment from or onto any of the Real Property or any portion thereof. Such encroachments will constitute a title defect to be cured within the Curative Period and must be cured to Purchaser's reasonable satisfaction prior to the Closing Date.

D. *Real Property.*

(1) With respect to each Real Property: Seller has good and marketable indefeasible fee simple title to such Real Property, free and clear of all liens and encumbrances; (B) Seller has not leased or otherwise granted to any person the right to use or occupy such Real Property or any portion thereof; and (C) other than the right of Purchaser pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Real Property or any portion thereof or interest therein. Seller is not a party to any agreement or option to purchase any real property or interest therein.

(2) The Real Property comprises all of the real property used or intended to be used in, or otherwise related to, the Business.

(3) There is no condemnation, expropriation or other proceeding in eminent domain pending or, to the knowledge of the Seller, threatened or affecting any Real Property or any portion thereof or interest therein.

(4) The Real Property is in material compliance with all applicable building, zoning, subdivision, health and safety and other land use laws and the current use or occupancy of the Real Property or operation of the Business thereon does not violate any Real Property laws. The Seller has not received any notice of violation of any Real Property law, and to the knowledge of the Seller, there is no basis for the issuance of any such notice or the taking of any action for such violation.

Initials (Purchaser) _____

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(5) All structures, improvements, fixtures, systems and equipment, and all components thereof, included in the Real Property (“Improvements”) are operational and sufficient for the operation of the Business. There are no structural deficiencies or latent defects affecting any of the Improvements and, to the knowledge of the Seller, there are no facts or conditions affecting any of the Improvements which would, individually, or in the aggregate, interfere in any material respect with the use or occupancy of the Improvements or any portion thereof in the operation of the Business.

(6) Each parcel of Real Property has direct access of ingress and egress to a public street adjoining the Real Property, and such access is not dependent on any land or other real property interest which is not included in the Real Property. None of the Improvements or any portion thereof is dependent for its access, use, or operation on any land, building, improvement or other real property interest which is not included in the Real Property.

(7) To the knowledge of the Seller, there are no zoning, building, or other restrictions, variances, covenants, restrictive covenants, declarations, rights of way, encumbrances, encroachments, easements and minor irregularities or defects in title, which, individually or in the aggregate (A) interfere in any material respect with the present use of or occupancy of the affected Real Property, (B) have more than an immaterial effect on the value to of such Real Property or the use by the Seller of such Real Property or (C) would impair the ability of the Seller to transfer ownership in such Real Property in the event of a bonafide sale to a third party.

E. Conflict with Other Instruments. Neither the execution and delivery of this Agreement by the Seller nor the consummation by the Seller of the transactions contemplated herein will: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or result in the creation of a lien or encumbrance on any of the Assets, pursuant to any contract indenture, mortgage, lease, agreement or other instrument to which such Seller is a party or by which it, or any of the Assets, may be bound or affected; or (ii) violate any law or regulation to which such Seller is subject or by which it or its properties are bound. Seller is not and will not be required to give any notice to or obtain any consent from any person in connection with the execution and delivery of this Agreement or the consummation or performance of the transactions contemplated hereby.

F. Litigation, etc. There are no actions, suits, orders, investigations or proceedings pending in any court or by or before any governmental agency affecting the Assets or the Business as heretofore conducted by the Seller and (i) there is no litigation, proceeding, order, claim, grievance, or controversy threatened against Seller with regard to or affecting the Assets or the Business as heretofore conducted by Seller and (ii) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any of the foregoing.

G. Compliance with Laws, etc. Seller is, and has been since January 1, 2016, in compliance in all material respects with all laws and regulations of any applicable jurisdiction with which it is required to comply in connection with Seller’s ownership of the Assets and operation of its Business. Seller has not received, at any time since January 1, 2016, any notice or other communication (whether oral or written) from any governmental authority or any other person regarding any actual, alleged, possible, or potential

Initials (Purchaser) _____

Initials: (Seller) _____

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violation of, or failure to comply with, any law or regulation. No event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any of the foregoing.

H. *Brokers or Finders.* There are no brokers or finders involved on behalf of Seller in connection with the sale of the Assets and the other transactions contemplated by this Agreement for which Purchaser would be liable.

I. *Governmental Approvals.* No authorization, consent or approval or other order or action of or filing with any court, administrative agency, or other governmental or regulatory body or authority is required for the execution and delivery by Seller of this Agreement or the consummation by Seller of the transactions contemplated hereby.

J. *Assets.* Seller has and will affect conveyance to Purchaser of, good and marketable title to the Assets, free of any liens, encumbrances, easements, rights of way, restrictions (subject to applicable zoning and permits), charges or defects of title, other than permitted exceptions. All assets are in the possession of Seller. The Assets comprise all of the assets, properties and rights of every type and description, whether real or personal, tangible or intangible, used in or necessary to the conduct of the Business and are adequate and sufficient to conduct the Business as conducted by the Seller on the Closing Date. The Assets in the aggregate are, in all material respects, in normal operating condition and repair (reasonable wear and tear excepted) and are suitable for the purposes for which they are presently being used. No Asset is in need of repair or replacement other than as part of routine maintenance in the ordinary course of business.

K. *Product Liability.* There are no formally asserted and existing claims, or any claims asserted in the past three (3) years, arising from or alleged to arise from any injury to persons or property as a result of the ownership, possession or use of any product manufactured or sold by Sellers. To the Sellers' knowledge, there is no reasonable basis for any present or future claim giving rise to such liability.

L. *Environmental Matters.*

(1) Seller is not, and has not been since January 1, 2013, in material violation of any Environmental Law (as defined below).

(2) Neither Seller nor any Asset is or has been subject to any actual or threatened claim, action, proceeding, order, investigation or inquiry by any governmental authority or any other person under any applicable Environmental Law or relating to Hazardous Materials (defined below).

(3) There has been no Release (defined below) of Hazardous Materials at, to or from the Real Property and there are no facts, conditions and circumstances with respect to the Real Property or any other Asset, that require or could give rise to any response costs, remedial obligations, capital improvements or other costs or liabilities under or to comply with any applicable Environmental Law.

(4) Seller has obtained, and since January 1, 2013 have been in material compliance with, all permits, licenses or similar authorizations required under applicable Environmental Law to

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

*Initials: (Seller – Joyland Water Systems)*_____

operate the Business, and each such permit, license or similar authorization is listed in Schedule 1(C).

(5) No oil, petroleum products, hazardous or solid waste, hazardous or toxic material, pollutant, or any other material, substance or waste regulated under any Environmental Law (collectively “Hazardous Materials”) have been Released by Seller at any location in violation of Environmental Law or in a manner that could give rise to liability of the Seller under any Environmental Law.

(6) There is not located at any Real Property any underground or aboveground storage tank, asbestos or asbestos-containing materials, equipment containing polychlorinated biphenyls, or lead-based paint.

(7) Seller has provided to Purchaser all environmental audits, studies, reports, investigations and sampling reports in Seller’s possession with respect to the Business, the Real Property, or any properties currently or previously owned, leased or otherwise operated or used for the Business.

“Environmental Law” means any and all laws pertaining to health and safety, the environment, hazardous or solid wastes, or any other hazardous or toxic materials or substances, including the Comprehensive Environmental Response, Compensation, and Liability Act and the Superfund Amendments and Reauthorization Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments, the Federal Water Pollution Control Act and the Clean Water Act of 1977, the Toxic Substances Control Act, the Emergency Planning and Community Right-to-Know Act, the Clean Air Act, the Occupational Safety and Health Act, and any similar federal, state or local laws or regulations, including all amendments to any of the foregoing.

“Release” means any release, spilling, leaking, pumping, pouring, discharging, emitting, emptying, escaping, leaching, injecting, dumping, disposing or migrating into or through the indoor or outdoor environment.

M. *Governmental Authorizations.* Schedule 1(C) contains a complete and accurate list of each approval, license or permit issued by a governmental authority (the “Governmental Authorizations”) that is held by Seller or that otherwise relates to the Business or the Assets. Each Governmental Authorization listed or required to be listed in Schedule 1(C) is valid and in full force and effect. Seller is and at all times since January 1, 2016, have been, in material compliance with the terms of each Governmental Authorization. Seller has not received, at any time since January 1, 2015, any notice or other communication (whether oral or written) from any governmental authority or any other person regarding any actual, alleged, possible, or potential violation of, or failure to comply with, any Governmental Authorization. The Governmental Authorizations listed in Schedule 1(C) collectively constitute all of the approvals, licenses and permits issued by a governmental authority necessary to permit Seller to lawfully conduct and operate the Business in the manner it currently conducts and operates such business and to permit Seller to own and use its Assets in the manner in which they currently own and use such Assets.

N. *Validity.* This Agreement constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms.

Initials (Purchaser) _____

Initials: (Seller) _____

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O. *Relationships with Related Persons.* Except as set forth in Schedule B, no Related Person (as defined below) of Seller has, or since January 1, 2016, has had, any interest in any property (whether real, personal, or mixed and whether tangible or intangible), used in or pertaining to the Business. Seller nor any Related Person of Seller owns, or since January 1, 2016, has owned, of record or as a beneficial owner, an equity interest or any other financial or profit interest in any person that has (a) had business dealings or a material financial interest in any transaction with Seller other than business dealings or transactions disclosed in Schedule B, each of which has been conducted in the ordinary course of business at substantially prevailing market prices and on substantially prevailing market terms, or (b) engaged in competition with Seller with respect to the Seller's business. For the purposes of this Section 6(O), "Related Person" means, with respect to any individual: (i) an individual's spouse, siblings, siblings' children, children, grandchildren or parents; or (ii) a trust, corporation, partnership or other entity, the beneficiaries, stockholders, partners, or owners, or persons holding a controlling interest of which consist of such individuals referred to in the immediately preceding clause (i).

P. *Customers and Suppliers.*

Schedule C sets forth a true and complete list of each customer of Seller ("Customers"), for the trailing twelve-month period ended May 31, 2020, and the amount of sales to each Customer during such fiscal year.

Q. *No Material Adverse Change.* Since December 31, 2018, there has not been any Seller Material Adverse Effect (as defined below). Since December 31, 2018, Seller has conducted its business in the ordinary course of business and Seller has not, except in the ordinary course of business:

(1) sold, leased, or otherwise disposed of any assets or properties other than in the ordinary course of business, and (ii) dispositions of obsolete equipment or unsaleable Inventory in the ordinary course of business;

(2) compromised or settled any proceeding;

(3) cancelled, compromised, waived or released any right or claim (or series of related rights and claims) outside the ordinary course of business;

(4) experienced any damage, destruction or loss (whether or not covered by insurance) to any of the Assets;

(5) entered into any agreement, whether oral or written, to do any of the foregoing.

For purposes of this Agreement, "Seller Material Adverse Effect" means any material adverse change in or material adverse effect on, or any event that is reasonably likely to result in a material adverse change in or material adverse effect on, the Business, operations, Assets, liabilities, prospects, results of operations or condition (financial or otherwise) of Seller, taken as a whole, or on the ability of Seller to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

R. *Disclosure.* No representation or warranty or other statement made by the Seller in this

Initials (Purchaser) _____

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Agreement and any other document or agreement delivered or to be delivered by Seller in connection with the transactions contemplated hereby contains or will contain any untrue statement or omits or will omit to state a material fact necessary to make any of them, in light of the circumstances in which they were made, not misleading.

Section 7. Representations, Warranties and Covenants of Purchaser. Purchaser represents and warrants to Sellers as follows:

A. *Action.* The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated herein have been authorized by all requisite City Commissioners, City of Quincy, action on the part of Purchaser.

B. *Validity.* This Agreement constitutes the valid and binding obligation of Purchaser, enforceable in accordance with its terms, except as limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws presently or hereafter in effect.

C. *Brokers or Finders.* There are no brokers or finders involved on behalf of Purchaser in connection with the purchase of the Assets and the other transactions contemplated by this Agreement.

Section 8. Conditions Precedent to Obligations of Purchaser. All obligations of Purchaser under this Agreement to be performed on and after the Closing Date are, at the option of Purchaser, subject to the satisfaction of the following conditions precedent on or before the Closing Date, as indicated below:

A. *Proceedings Satisfactory.* All actions, proceedings, instruments, opinions and documents required to carry out this Agreement or incidental hereto, and all other related legal matters, shall be reasonably satisfactory to Purchaser and to counsel for Purchaser. Seller shall have delivered to Purchaser on the Closing Date such documents and other evidence as Purchaser may reasonably request in order to establish the consummation of transactions relating to the execution, delivery and performance by Seller of this Agreement, the purchase, transfer and delivery of the Assets to be purchased hereunder, and the compliance with the conditions set forth in this Section 8, in form and substance reasonably satisfactory to Purchaser.

B. *Instruments of Transfer and Other Instruments.* Seller shall have delivered to Purchaser such bills of sale, assignments, deeds and other good and sufficient instruments of conveyance and transfer or otherwise, as are provided for herein, any other instruments as shall be effective to vest in Purchaser the title and rights of Seller with respect to the Assets, free and clear of all liens, charges, encumbrances, pledges or claims of any nature, together with any other documents and agreement described in this Agreement, including, without limitation:

(1) General bills of sale and assignments vesting in Purchaser good and merchantable title to the Fixtures, Equipment, and any other Asset to be transferred (the “Bill of Sale, Assignment and Assumption Agreement”) in the form attached hereto as Exhibit A;

Initials (Purchaser) _____

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(2) Warranty Deed(s) in recordable form and substance reasonably acceptable to Purchaser conveying to Purchaser good, marketable, and insurable title to the Real Property;

(3) Power of attorney and such other documents which Purchaser and Seller shall use to transfer applicable licenses and permits, and Seller shall cooperate with Purchaser in transferring ownership of said licenses and permits immediately after Closing by filing in the appropriate state agencies;

(4) Pay-off letters (the "Pay-off Letters"), executed by lenders that have a security interest in the Assets (each, a "Secured Lender") in a form acceptable to Purchaser providing for, upon the payment of all outstanding amounts owed by Seller to the Secured Lender at Closing, the termination of all security interests held by the Secured Lender with respect to the Assets (including the authorization of the filing of all necessary UCC-1 termination statements and other necessary documentation in connection with the termination of the Secured Lender's security interests), executed by the Secured Lender;

(5) The Title Company's standard form Owner's Affidavits in order to cause all standard exceptions to be deleted from each Title Policy and such other affidavits as the Title Company may require to issue from Seller.

(6) A duly executed FIRPTA affidavit with respect to the Seller that satisfies the requirements of Treasury Regulations Section 1.1445-2(b) and that is reasonably satisfactory to Purchaser; and

(7) Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Purchaser, each in form and substance reasonably satisfactory to Purchaser and executed by Sellers.

C. *Compliance with Terms and Conditions.* All the terms, covenants, agreements and conditions of this Agreement to be complied with and performed by Seller on or before the Closing Date shall have been complied with and performed in all material respects.

D. *No Proceedings Pending.* No action, suit, proceeding or investigation by or before any court, administrative agency or other governmental body shall have been instituted or threatened which may restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or which may affect the rights of Purchaser to operate or control after the Closing Date the Assets or the Business, or any part thereof.

E. *Exhibits.* The attachment to the Agreement of all Exhibits shall be a condition precedent to the completion of the transactions contemplated herein.

F. *Real Estate.*

At Closing, Purchaser shall have obtained title insurance policies in accordance with the Title Commitments, insuring Seller's fee simple title to each Real Property in such amount as Purchaser

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

reasonably determines to be the value of the Real Property insured thereunder (the "Title Policies"). Each of the Title Policies shall include endorsements reasonably requested by Purchaser, in form and substance reasonably satisfactory to Purchaser.

Section 9. Indemnification.

A. *General.* All representations, warranties, covenants, and obligations in this Agreement, the Schedules attached hereto, the certificates or documents delivered pursuant to this Agreement will survive the Closing and the consummation of the transactions contemplated hereby. The right to indemnification, reimbursement, or other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) about, the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation.

B. *Indemnification and Reimbursement By Seller.* Seller shall indemnify and hold harmless Purchaser and its public and appointed City of Quincy officials, employees, representatives and agents (the "Purchaser Indemnified Persons"), and shall reimburse the Purchaser Indemnified Persons, for any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees, costs, and expenses) or diminution of value, whether or not involving a third-party claim (collectively, "Damages"), arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by Seller in this Agreement or any certificate or document delivered by Seller pursuant to this Agreement; or

(ii) any breach of any covenant or obligation of Seller in this Agreement or in any other document, writing or instrument delivered by the Seller pursuant to this Agreement;

C. Time Limitations.

The representations and warranties of the Seller and the Purchaser contained in this Agreement and any schedule, certificate or other document delivered pursuant hereto or in connection with the transaction contemplated hereby or thereby shall survive the Closing until the close of business on the 120th day following the expiration of the applicable statute of limitations, if any, (subject to any waiver or extension thereof).

Section 10. Additional Covenants.

A. Purchaser shall pay Purchaser's attorneys' fees, taxes and recording fees on financing documents, survey, and inspection fees. All title insurance premiums, policies and search or commitment fees shall be paid for by the Purchaser. Seller shall pay Seller's attorneys' fees, documentary stamp taxes on the deed, recording fees for satisfaction documents, and recording fees for deeds and documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Purchase may use purchase proceeds to satisfy the encumbrance.

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

B. To the extent not otherwise prorated pursuant to this Agreement, Purchaser and Seller shall prorate (as of the Closing Date) all real and personal property taxes with respect to the Assets. If the amount of such taxes for the year in which the Closing occurs cannot reasonably be determined, the apportionment will be based at Closing upon the amount of such taxes for the preceding tax year but will be readjusted when the amount of such taxes is finally determined.

Section 11. Miscellaneous Provisions.

A. *Expenses.* Except as otherwise provided in this Agreement, each party hereto shall pay its own expenses incident to the origination, negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, all legal and accounting fees and disbursements.

B. *Exhibits.* The Exhibits containing agreements attached hereto are incorporated herein and made a party hereof for all purposes. As used herein, the expression “this Agreement” means the body of this Agreement and such Exhibits, and the expressions “herein,” “hereof,” and “hereunder” and other words of similar import refer to this Agreement and such Exhibits as a whole and not to any particular part or subdivision thereof. Any default in any of the agreements attached to this Agreement shall be a default in this Agreement.

C. *Amendments.* Except as otherwise specifically stated herein, any provision of this Agreement may be amended by, and only by, a written instrument executed by Purchaser and Seller.

D. *Other Instruments to Be Executed.* From and after the date of Closing, Seller shall, from time to time, at the request of Purchaser and without further consideration (but at Purchaser’s expense) do, execute, acknowledge and deliver, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to more effectively convey, assign, transfer or confirm the Assets, and the rights of Seller with respect thereto to be assigned in accordance with this Agreement to Purchaser, its successors and permitted assigns.

E. *Parties Bound and Assignment.* This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors, heirs, and permitted assigns. Unless otherwise provided herein, the respective rights and obligations of any party hereto shall not be assignable without the consent of the other party.

F. *Governing Law and Jurisdiction.* This Agreement, and the rights and obligations of the parties hereto, shall be governed by and construed in accordance with the laws of the state of Florida. In any action or proceeding between any of the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each of the parties: (a) irrevocably and unconditionally consent and submits to the exclusive jurisdiction and venue of the state courts for the state of Florida, county of Gadsden.

G. *Notices.* Any notice, demand, approval, consent, request, waiver or other communication which may or is required to be given pursuant to this Agreement shall be in writing. Parties agree to send all

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

*Initials: (Seller – Joyland Water Systems)*_____

notices to addresses specified below or at such different address as such party shall have theretofore advised the other party in writing, with copies sent to the persons indicated. Notices shall be deemed given on the earlier of the day actually received or on the close of business on the second business day next following the day when deposited in the United States mail, postage prepaid, certified or registered:

If to Purchaser:

Jack L. McLean, Jr.
City Manager, City of Quincy
404 W. Jefferson Street
Quincy, Florida 32351
Office: (850) 618-0020, Ext. 1881

With copies to (which shall not constitute notice):

Gary A. Roberts, Esq.
Gary A. Roberts & Associates, LLC
130 Salem Court
Tallahassee, Florida 32301-2810
Office: (850) 513-0505
Fax: (850) 513-0318

If to Seller:

Lounette Mock Joyner McPherson
311 Paul Thompson Road
Monticello, Florida 32344

With copies to (which shall not constitute notice):

[Legal Counsel for Seller]

H. *Force Majeure; Disease, Pandemics, and Quarantines.* Purchaser or Seller shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to the Closing, is disrupted, delayed, caused or prevented by Force Majeure, diseases, epidemics, pandemics, quarantines, or seclusion orders. "Force Majeure" means hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The occurrence of epidemics, pandemics, diseases, quarantines, or seclusion orders established or declared by the applicable governmental authority also apply to this section. All time periods, including the Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure, disease, pandemics, or quarantine no longer prevents performance under the Agreement. However, if such Force Majeure, disease, epidemics, pandemics, seclusion orders or quarantine prevents performance under this Agreement more than 30 calendar days beyond the Closing Date, then Purchaser may terminate this Agreement by delivering written notice to

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

the Seller and the Purchaser shall be released from all further obligations under this Agreement.

I. *Default.* In the event the sale is not closed due to any default or failure on the part of the Seller, Purchaser may bring an action for damages resulting from Seller’s breach and may seek to recover such damages or seek specific performance.

J. *Radon Gas.* Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.

K. *Number and Gender of Words.* Whenever herein the singular number is used, the same shall include the plural where appropriate, and the words of any gender shall include each other gender where appropriate.

L. *Captions.* The captions, headings and arrangements used in this Agreement are for convenience only and do not affect, limit or amplify the terms and provisions hereof.

M. *Invalid Provisions.* If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part hereof a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

N. *Entirety of Agreement.* This Agreement contains the entire agreement between Purchaser and Seller. No representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein, shall be of any force or effect.

O. *Multiple Counterparts; Effectiveness.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement. This Agreement shall become effective when executed and delivered by the parties hereto.

P. *Attorney Fees.* In the event of claim or controversy arising out of or relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys’ fees, costs, and expenses (including on both the trial and appellate levels).

Q. *Confidentiality.* Purchaser, Sellers shall maintain in confidence, and shall cause their respective representatives to maintain in confidence, and not use to the detriment of the other parties, any written, oral, or other information obtained in confidence from another party in connection with this Agreement or the transactions contemplated hereby, unless (a) such information is already known to such party or to others not bound by a duty of confidentiality or such information becomes publicly available through no

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

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fault of such party, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent required for the consummation of the transactions contemplated hereby or (c) the furnishing or use of such information is required by or necessary in connection with any proceeding or is otherwise legally compelled.

[SIGNATURE PAGES TO FOLLOW]

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

*Initials: (Seller – Joyland Water Systems)*_____

IN WITNESS WHEREOF, the Purchaser has executed this Agreement this _____ day of July, 2020.

**PURCHASER - CITY OF QUINCY,
a municipality incorporated in the
county of Gadsden County, Florida**

By: _____
Ronte R. Harris, Mayor and Presiding
Officer of the City Commission and the
City of Quincy, Gadsden County, Florida

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

IN WITNESS WHEREOF, the Seller has executed this Agreement this _____ day of July, 2020.

SELLER - Individually

Lounette Mock Joyner McPherson
fka Lounette Mock Joyner,
Individually

SELLER – Joyland Water Systems

Lounette Mock Joyner McPherson
fka Lounette Mock Joyner,
Sole Proprietor

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

*Initials: (Seller – Joyland Water Systems)*_____

**SCHEDULE A(1)
REAL PROPERTY**

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

*Initials: (Seller – Joyland Water Systems)*_____

**SCHEDULE A(2)
EQUIPMENT**

1. Water system
2. Pump system
3. Well and well equipment
4. Water tank
5. Pump house

*Initials (Purchaser)*_____

*Initials: (Seller)*_____

*Initials: (Seller – Joyland Water Systems)*_____

SCHEDULE A(3)
PERMITS AND LICENSES

1. Public Service Commission Water and/or Wastewater Utilities Permit

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

**SCHEDULE B
RELATED PERSONS**

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

**SCHEDULE C
CUSTOMERS LIST**

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

EXHIBIT A
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

Prepared by and return to:
Nelson Law Firm, PLC
P.O. Box 6677
Tallahassee, FL 32314

Parcel ID:

_____[Space Above This Line For Recording Data]_____

WARRANTY DEED

THIS WARRANTY DEED made this _____ day of _____, **2020**, between LOUNETTE MOCK JOYNER MCPHERSON *fka* LOUNETTE MOCK JOYNER, individually, a _____ woman and LOUNETTE MOCK JOYNER MCPHERSON *fka* LOUNETTE MOCK JOYNER *dba* JOYLAND WATER SYSTEMS, sole proprietorship operating under the laws of the state of Florida, with the address of 311 Paul Thompson Road, Monticello, Jefferson County, Florida 32344 (hereinafter called the "Grantor") and the CITY OF QUINCY, a municipality incorporated in Gadsden County, Florida (hereinafter called the "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm to Grantee, its successors and assigns forever the following described land, situate, lying and being in Gadsden County, Florida, and more particularly described on Exhibit "A", attached hereto and made a part hereof:

See Exhibit "A" – Legal Description attached hereto and incorporated herein by reference.

Grantor represents and covenants that no part of the land, or any adjacent land, constitutes her homestead under the constitution and statutes of the state of Florida nor any members of the Grantor's household reside thereon.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that Grantor is lawfully seized of the land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; that Grantor fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to

December 31, 2019, and those instrument, liens and encumbrances appearing of record as well as all zoning and governmental ordinances and regulations applying to the real property.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

SELLER: Individually

Witness Signature

Lounette Mock Joyner McPherson
fka Lounette Mock Joyner, Individually

Print Name

Witness Signature

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by **Lounette Mock Joyner McPherson** *fka* **Lounette Mock Joyner, individually**, a _____ woman, who [] is personally known to me or [] who has produced _____ as identification.

(Seal)

Notary Public – State of Florida

Print Name

Signed, sealed and delivered in our presence:

SELLER: Joyland Water System

Witness Signature

Lounette Mock Joyner McPherson
fka Lounette Mock Joyner,
Sole Proprietor

Print Name

Witness Signature

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by **Lounette Mock Joyner McPherson *fka* Lounette Mock Joyner, Sole Proprietor, Joyland Water Systems**, who [] is personally known to me or [] who has produced _____ as identification.

(Seal)

Notary Public – State of Florida

Print Name

**EXHIBIT “A”
Legal Description**

**SCHEDULE A(1)
REAL PROPERTY**

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____



Parcel Summary

Parcel ID 3-16-2N-3W-0785-00000-0160
 Location Address HOLLY CIR
 QUINCY 32351
 Brief Tax Description* LOT 16 JOYLAND SUBDIVISION. OR 369 P 1441; LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993, OR 497 P 1628
 *The Description above is not to be used on legal documents.
 Property Use Code WASTELAND/ (009600)
 Sec/Twp/Rng 16-2N-3W
 Tax District GADSDEN COUNTY (District 7)
 Millage Rate 15.1731
 Acreage 0.000
 Homestead N

[View Map](#)

Owner Information

Primary Owner
[Joyner Lounette \(Trustee\)](#)
 311 Paul Thompson Rd
 Monticello, FL 32344

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
009620	MARSH	1.00	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	11/24/1992	\$0	WD	497	1628	Unqualified (U)	Vacant	THOMAS JOYNER	LOUNETTE JOYNER AS TRUSTEE
N	03/11/1988	\$100	PR	345	1923	Unqualified (U)	Vacant	DOROTHY HOLLEY EST	JOHN R HOLLEY

Valuation

	2019	2018	2017	2016
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$2,500	\$2,500
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$2,500	\$2,500
Assessed Value	\$2,500	\$2,500	\$2,500	\$2,500
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$2,500	\$2,500	\$2,500	\$2,500
Save Our Homes or AGL Amount	\$0	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Buildings, Commercial Buildings, Extra Features, Photos, Sketches.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 6/3/2020 5:24:33 AM

[Version 2.3.62](#)





Parcel Summary

Parcel ID 3-16-2N-3W-0785-00000-0450
 Location Address HOLLY CIR
 QUINCY 32351
 Brief Tax Description* OR 808 P 1853 LOT 45 JOYLAND SUBDIVISION. OR 344 P 831, OR 497 P 1630 LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993.
 *The Description above is not to be used on legal documents.
 Property Use Code VACANT RES (000000)
 Sec/Twp/Rng 16-2N-3W
 Tax District GADSDEN COUNTY (District 7)
 Millage Rate 15.1731
 Acreage 0.000
 Homestead N

[View Map](#)

Owner Information

Primary Owner
 Mcpherson Lounette Mock Joyner
 311 Paul Thompson Rd
 Monticello, FL 32344

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
204701	RESIDENTIAL	1.00	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	09/17/2015	\$100	QC	808	1853	Unqualified (U)	Vacant	LOUNETTE JOYNER AS TRUSTEE	LOUNETTE MOCK JOYNER MCPHERSON
N	11/24/1992	\$0	WD	497	1630	Unqualified (U)	Vacant	THOMAS JOYNER	LOUNETTE JOYNER AS TRUSTEE

Valuation

	2019	2018	2017	2016
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$4,000	\$4,000	\$4,000	\$4,000
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$4,000	\$4,000	\$4,000	\$4,000
Assessed Value	\$4,000	\$4,000	\$4,000	\$4,000
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$4,000	\$4,000	\$4,000	\$4,000
Save Our Homes or AGL Amount	\$0	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Buildings, Commercial Buildings, Extra Features, Photos, Sketches.

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Last Data Upload: 6/3/2020 5:24:33 AM

[Version 2.3.62](#)





Parcel Summary

Parcel ID 3-16-2N-3W-0785-00000-0080
 Location Address HOLLY CIR
 QUINCY 32351
 Brief Tax Description* LOT 8 JOYLAND SUBDIVISION. OR 369 P 1441; LESS ROAD R/WAY TO GADSDEN COUNTY PER OR 372 P 993, OR 497 P 1628
 *The Description above is not to be used on legal documents.
 Property Use Code WASTELAND/ (009600)
 Sec/Twp/Rng 16-2N-3W
 Tax District GADSDEN COUNTY (District 7)
 Millage Rate 15.1731
 Acreage 0.000
 Homestead N

[View Map](#)

Owner Information

Primary Owner
[Joyner Lounette \(Trustee\)](#)
 311 Paul Thompson Rd
 Monticello, FL 32344

Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
009620	MARSH	1.00	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
N	11/24/1992	\$0	WD	497	1628	Unqualified (U)	Vacant	THOMAS JOYNER	LOUNETTE JOYNER AS TRUSTEE
N	03/11/1988	\$100	PR	345	1923	Unqualified (U)	Vacant	DOROTHY HOLLEY EST	JOHN R HOLLEY

Valuation

	2019	2018	2017	2016
Building Value	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0
Land Value	\$2,500	\$2,500	\$2,500	\$2,500
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$2,500	\$2,500	\$2,500	\$2,500
Assessed Value	\$2,500	\$2,500	\$2,500	\$2,500
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$2,500	\$2,500	\$2,500	\$2,500
Save Our Homes or AGL Amount	\$0	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Buildings, Commercial Buildings, Extra Features, Photos, Sketches.

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EXHIBIT A
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

Initials (Purchaser) _____

Initials: (Seller) _____

Initials: (Seller – Joyland Water Systems) _____

Exhibit A

FORM OF BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (the "Agreement") is made and entered into as of _____, 2020, by and between Lounette Mock Joyner Mcpherson *aka* Lounette Mock Joyner, Individually, and Lounette Mock Joyner Mcpherson *aka* Lounette Mock Joyner *dba* Joyland Water Systems, Sole Proprietorship operating under the laws of the state of Florida (each of the foregoing, an "Assignor" and collectively, the "Assignors") and the City of Quincy, a municipality incorporated in Gadsden County, Florida ("Assignee"). All capitalized terms used in this Agreement without definition have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee is purchasing the Assets effective as of the Closing Date on the terms and conditions set forth therein; and

WHEREAS, it is contemplated that this Agreement will be entered into at Closing by the Assignors and Assignee pursuant to Section 8(B)(1) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. Transfer of Assets. For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Assignors hereby sell, transfer, assign, convey, grant and deliver to Assignee, effective as of the Closing Date, all of the Assignors' right, title and interest in and to all of the Assets.

Section 2. Liabilities. Assignee assumes no liabilities, and all such liabilities will remain the sole responsibility of the Assignors.

Section 3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to representations, warranties, covenants, agreements and indemnities of the Assignors relating to the Assets and the liabilities, are incorporated herein by this reference. To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling.

Section 4. Further Actions. Each of the parties covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.

Section 5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida. Venue shall be in Gadsden County, Florida.

Section 6. Assignments and Successors. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, except that Assignee may assign any of its rights and delegate any of its obligations under this Agreement (i) to any affiliate of Assignee, and (ii) in connection with the sale of all or substantially all of the assets of or any business combination transaction involving Assignee, provided, however, that no such assignment or delegation will relieve Assignee from any of its obligations hereunder. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of Assignors' heirs, legal representatives, and permitted assigns and Assignee's successors and permitted assigns. Nothing in this Agreement will be construed to give any person other than the parties to this Agreement any legal or equitable right under or with respect to this Agreement or any provision of this Agreement, except such rights as will inure to a successor or permitted assignee pursuant to this Section 6.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment Agreement as of the date first above written.

ASSIGNORS:

SELLER - Individually

Lounette Mock Joyner McPherson
aka Lounette Mock Joyner,
Individually

SELLER – Joyland Water Systems

Lounette Mock Joyner McPherson
aka Lounette Mock Joyner,
Sole Proprietor

[Additional Signature Page Follows]

[Signature Page to Bill of Sale and Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale and Assignment Agreement as of the date first above written.

ASSIGNEE:

**PURCHASER - CITY OF QUINCY,
a municipality incorporated in the
county of Gadsden County, Florida**

By: _____
Ronte R. Harris, Mayor and Presiding
Officer of the City Commission and the
City of Quincy, Gadsden County, Florida

ORDINANCE 1113-2020
Police and Fire Pension Plan
Second Reading

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: July 14, 2020

Date Submitted: July 6, 2020

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Gary Roberts, City Attorney

Subject: Ordinance No.1113-2020, To Amend Chapter 54 to Repeal Section 54-57(b)(1) to Comply with the Department of Management Services Guidelines on Second Reading

STATEMENT OF ISSUE:

This agenda item is a request for second reading of Ordinance No. 1113-2020 to repeal language in the City Code of Ordinance that allowed participant police officers and firefighters to opt-out of Florida Statute, chapter 175 and 185 pension plan and to mandate all new hires, after November 27, 2019, to be enrolled in the State's plan. Ordinance 1113-2020 was approved on June 23, 2020 on first reading.

Background:

Pursuant to an internal review, the Department of Management Services (DMS), wrote a letter to the City on August 15, 2018, asking that the provision set forth in the City's Code of Ordinance, section 54-57(b)(1), allowing police officers and firefighters to opt-out of the State's pension plan, as defined in Florida Statute Chapter 175 and 185, be repealed. The City responded to the letter by challenging the Department's position, resulting in a case being filed with DOAH. After negotiations with DMS, a resolution was reached. The City agreed that it would repeal provisions in section 54-57(b)(1) that allowed for an opt-out of police officers and firefighters; and in return, DMS would release all monies being held by DMS to the City; and DMS would not pursue any retroactive action against the City.

OPTIONS:

Option 1: Approve Ordinance No.1113-2020 on second reading, to make the proposed changes to section 54-57(b)(1).

Option 2: Do not approve the proposed changes to section 54-57(b)(1) on second reading.

STAFF RECOMMENDATION:

Option 1.

ATTACHMENT:

1. Ordinance 1113-2020, repealing certain segments of section 54-57(b)(1).

ORDINANCE NO.: 1113-2020

AN ORDINANCE AMENDING CHAPTER 54 OF THE CODE OF ORDINANCES OF THE CITY OF QUINCY, FLORIDA, ARTICLE III PERTAINING TO THE CITY OF QUINCY MUNICIPAL POLICE OFFICERS' AND FIREFIGHTERS' RETIREMENT PLAN; AMENDING 54-57 (b) AND REPEALING SECTIONS 54-57(b)(1) TO UPDATE THE PLAN FOR COMPLIANCE WITH FLORIDA DEPARTMENT OF MANAGEMENT SERVICES; AND TO PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is authorized and empowered to amend the City of Quincy Municipal Police Officers' and Firefighters' Retirement Plan;

WHEREAS, this amendment is intended to comply with the requirements of the Florida Department of Management Services removing the opt out language in section 54-57(b)(1).

WHEREAS, the City Commission hereby determines that this ordinance change is in the best interest of the public health, safety, and welfare.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF QUINCY, FLORIDA, AS FOLLOWS:

SECTION 1. Findings. The Commission hereby adopts and incorporates by reference herein all of the findings set forth above as findings of the Commission.

SECTION 2. Section 54-57(b)(1) of the Code of Ordinances of the City of Quincy, Florida is hereby amended to be retroactively effective as of November 27, 2019, to the following:

Sec. 54-57. -Eligibility; participation; service.

(b) *Participation.* All police officers and firefighters ~~who have not made the affirmative election as provided in subsection 54-57 (b)(1) and (2)~~ shall participate in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund.

~~(1) *Nonmembers.* Any police officer or firefighter who does not desire to participate in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund, shall within 30 days after his date of employment, notify the board of trustees, in writing on a form provided by the board of trustees, that such police officer or firefighter does not desire to participate in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund. Thereupon, it shall be the duty of the board of trustees to refund the police officer or firefighter the full amount, without interest, deducted from the police officer's or firefighter's salary pursuant to subsection 54-58 (a). Thereafter, no deduction shall be made from such police officer's or firefighter's salary pursuant to subsection 54-58 (a) and all police officers and firefighters who have made an election not to participate as provided in this subsection thereafter are irrevocably barred from further participation in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund during their current period of employment with the city. After~~

~~reemployment by the city, no firefighter or police officer will receive credit for years of service, or fractional parts of years of service, in conjunction with the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund, for those years of service, or fractional parts of years of service, during previous employment with the city where the firefighter or police officer did not participate in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund and did not contribute to the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund pursuant to subsection 54-58 (a).~~

~~(1)(2)~~Members. (a)-(b) no change

~~(2)(3)~~One-time opt-in and one time purchase of prior service credit.

SECTION 3. Severability. If any provisions or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

SECTION 4. Copy on File. A certified copy of this Ordinance shall be filed with the City Clerk of the City of Quincy.

SECTION 5. Effective Date. This Ordinance shall take effect upon passage.

INTRODUCED on first reading in open session of the City Commission of the City of Quincy, Florida, on this 23rd day of June, A.D. 2020.

PASSED on second and final reading in open session of the City Commission of the City of Quincy, Florida, on this _____ day of June 2020, A.D. 2020

RONTE R. HARRIS, Mayor and Presiding
Officer of the City Commission of City of
Quincy, Florida

ATTESTED:

Dr. Beverly Nash,
Interim City Clerk of the City of Quincy and
City Clerk of the City of Commission thereof



Office of the General Counsel
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950
Tel: 850-487-1082 | Fax: 850-922-6312

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

April 15, 2020

Gary Roberts, Esq.
130 Salem Court
Tallahassee, Florida 32301

Re: City of Quincy v. DMS, DOAH Case # 20-1043

Dear Gary:

It was a pleasure speaking with you and Mr. Mclean last week. To recap our conversation, the Division is simply asking that the City repeal the ordinance provision that allows participants to opt out of the ch. 175/185 pension plan, and ensuring all new hires after November 27, 2019, are enrolled.

As Keith Brinkman set forth in his letter of August 15, 2018, the provision set forth in section 54-57(b)(1) of the ordinance needs to be removed. The specific language is as follows:

(1)
Nonmembers. Any police officer or firefighter who does not desire to participate in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund, shall within 30 days after his date of employment, notify the board of trustees, in writing on a form provided by the board of trustees, that such police officer or firefighter does not desire to participate in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund. Thereupon, it shall be the duty of the board of trustees to refund the police officer or firefighter the full amount, without interest, deducted from the police officer's or firefighter's salary pursuant to subsection 54-58(a). Thereafter, no deduction shall be made from such police officer's or firefighter's salary pursuant to subsection 54-58(a) and all police officers and firefighters who have made an election not to participate as provided in this subsection thereafter are irrevocably barred from further participation in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund during their current period of employment with the city. After reemployment by the city, no firefighter or police officer will receive credit for years of service, or fractional parts of years of service, in conjunction with the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund, for those years of service, or fractional parts of years of service, during previous employment with the city where the firefighter or police officer did not participate in the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund and did not contribute to the City of Quincy Florida Municipal Police Officers' and Firefighters' Retirement Fund pursuant to subsection 54-58(a).

If the City repeals this provision effective November 27, 2019, the Division will release any ch.175/185 moneys being withheld. The Division is not seeking any retroactive action on the part of the City. All "non-members" who had opted out of the plan previously will retain that status.

Gary Roberts, Esq.
April 15, 2020
Page Two

If you could provide us with a certified copy of the repeal action, we can release the chapter moneys and obviate the need for any hearing on the matter. Please let me know if this is acceptable at your earliest convenience.

Sincerely,



Thomas E. Wright
Asst. General Counsel

TEW

cc: Keith Brinkman

**REQUEST
TO RENAME
Kent Street**

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: July 14, 2020

Date Submitted: July 8, 2020

To: Honorable Mayor and Members of the City Commission

From: Jack L. McLean Jr., City Manager
Bernard Piawah, Building and Planning Director

Subject: **Request to Assign the Name “Classic Street” to a Portion of Kent Street**

STATEMENT OF ISSUE:

This agenda item is intended to seek the City Commission’s approval to assign the name “Classic Street” to the two block portion of Kent Street: from Crawford Street to Laura Street. The head office of Classic Shirt, Inc. is located on the one block segment of Kent Street and although the address of the building complex is on Zeta Street (former Porro Street), the official entrance to the building and the loading dock for the company is located on Kent Street. Giving the company’s prominence on that segment of Kent Street and the fact that it would make it easier for pick-up and delivery to and from the company, Classic Shirt, Inc., has requested that the City Commission rename that segment of Kent Street to “Classic Street”. Pursuant to Section 62-2, of Quincy Code, names of streets and avenues shall be designated by the City Commission. The City’s staff has evaluated the request and concluded that it makes sense. In view of that, staff is recommending that the City Commission assign the name “Classic Street” to the segment of Kent Street from Crawford Street to Laura Street.

Company Background:

Classic Shirts was started in Tallahassee in 1999. The company specializes in designing and making shirts and outfits. The company moved to Quincy in 2008 after purchasing the building at the corner of Pat Thomas Pkwy and Live Oak, which they still own and have leased to Cospier Bait and Tackle. As the demand for their products grew it became necessary for the company to relocate to a bigger place. They were glad to find the old multistory building complex located at 110 Porro Street (now Zeta Street).

Since moving into their current location the company has grown from 10 employees to 60 full time employees, most of whom are Quincy residents. The company’s sales in 2019 reached the \$10,000,000 mark and was growing until the advent of Covid-19.

Some of the key accounts for the company include Costa Del Mar, Coke, Ron Jon Surf Shop, Planet Hollywood, Disney, and WB Mason. The company has plan to grow even more which will enable them to hire many more residents of Quincy.

Classic Shirt building is the most prominent structure in Quincy that you see when you enter into the City from the west. It was the old King Edwards tobacco company building, founded by John H. Swisher. Classic shirt, Inc., has spent over \$300,000 restoring the building which includes rewiring, window repairs, and re-roofing of parts of the complex and they intend to do more improvements in the future, including repainting the exterior.

Classic Shirt, Inc., is very proud of its presence in Quincy and has done its best to be a major contributor to the community. The, about 60 employees, most of them residents of Quincy spend their money supporting local businesses. The company hopes that after the COVID-19 national experiencing, things will get back to normal and they would be able to implement their expansion plan which will lead to hiring even more Quincy residents.

Staff Conclusion and Recommendation:

The renaming of this segment of Kent Street will not result in any address change for the properties located along that segment of Kent Street. In fact, after the name change, Classic Shirt, Inc. address will be the only one on Classic Street. The company is one of the most successful small businesses in the Quincy and it is a major employer in the County. Very few businesses located in the City make products that promote the name of the City, Classic Shirt, Inc is one of the few. Pursuant to Section 62-2, of Quincy Code, names of streets and avenues shall be designated by the City Commission. The City's staff has evaluated the request from Classic Shirt, Inc., and concluded that it would have no negative impact on the properties located along the affected segment of Kent Street. In view of that, staff is recommending that the two block portion of Kent Street from Crawford Street to Laura Street be named "Classic Street". Alternatively, the City Commission can choose to rename only the one block length of Kent Street that fronts Classic Shirt's building.

OPTIONS:

- Option 1: Authorize staff to proceed with the process of assigning the name "Classic Shirt" to **the two block portion of Kent Street from Crawford Street to Laura Street** and notify the affected entities: the post office and the County 911 and emergency services, of the change.
- Option 2: Authorize staff to proceed with the process of assigning the name "Classic Shirt" to the **one block portion of Kent Street from Crawford Street to Clark Street** and notify the affected entities: the post office and the County 911 and emergency services, of the change.

Option 3: Do not authorize the renaming of any portion of Kent Street.

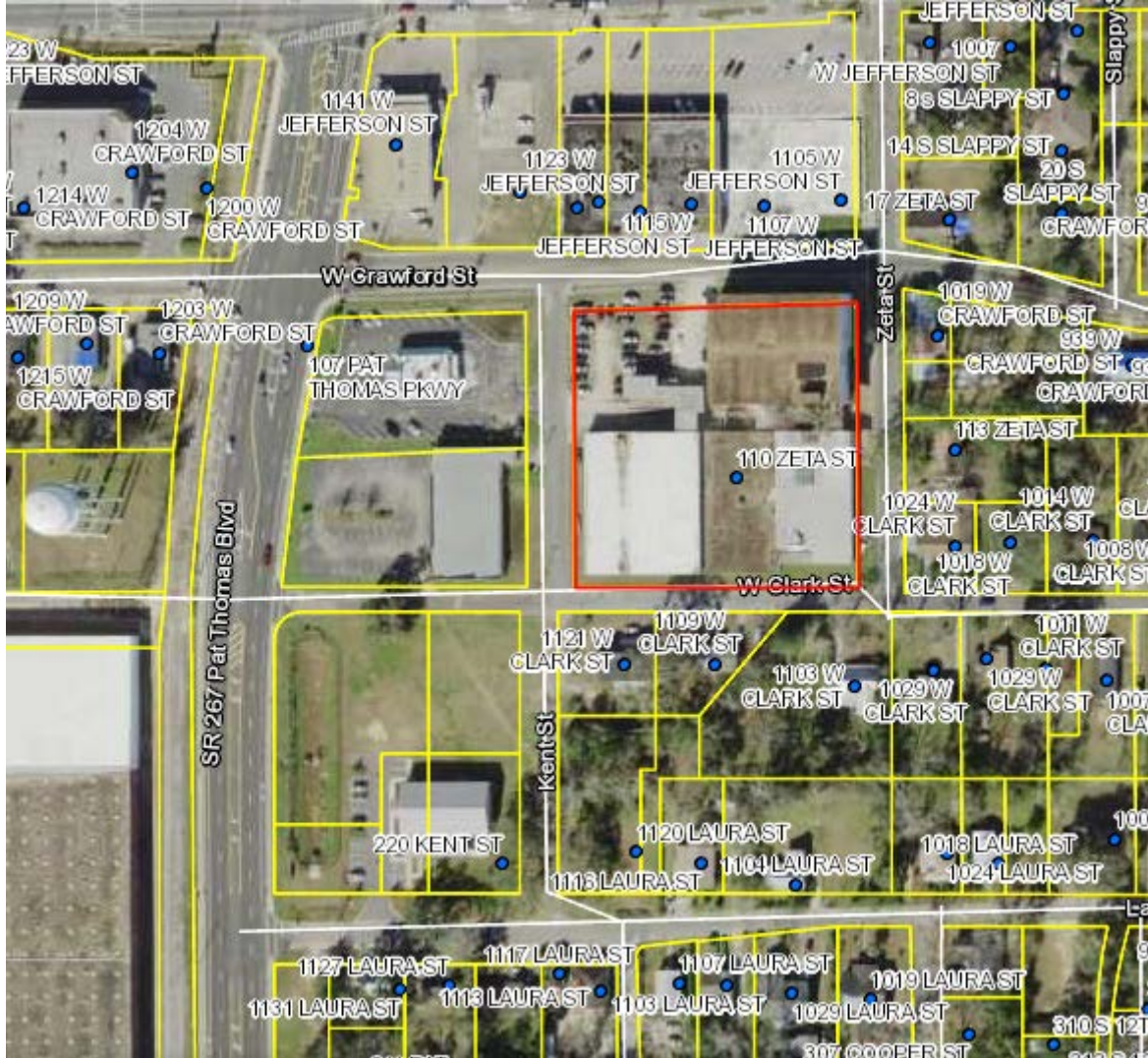
STAFF RECOMMENDATION:

Option 1.

ATTACHMENTS:

1. Parcel map showing all the properties on the affected portion of Kent Street.
2. View of the affected portion of Kent Street taken from Crawford Street.
3. Picture of Classic Shirt, Inc., building on the affected portion of Kent street.

**Attachment 1:
Parcel map
Showing all Properties along the Affected Portion of Kent Street**



**ATTACHMENT 2:
View of the affected portion of Kent Street taken from Crawford Street**



**ATTACHMENT 3:
Picture of Classic Shirt, Inc., Building**



GRANT EXPENDITURE

Options

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

Date of Meeting: July 14, 2020

Date Submitted: July 9, 2020

To: City of Quincy Mayor and Members of the Commission

From: Jack L. McLean Jr., City Manager
Marcia Carty, Finance Director

Subject: Appropriation of the Grant Funds Received from the Office of the Governor, Division of Emergency Management, Hurricane Michael Hurricane State Recovery Grant Program

Statement of Issue:

On January 15, 2020, the City of Quincy executed the agreement and accepted the awarded grant funds of \$1 million dollars from the Office of the Governor, State of Florida, Hurricane Michael State Recovery Program. These funds were awarded for the period of July 1, 2019 and shall end on September 30, 2020. This can be spent for expenses. The scope of the work is to address storm damages which affected the water, gas, sewer, outage management, public safety communications towers, the Gadsden County's Emergency Operation Center, City Hall and County operations, street lighting on HWY 90 and HWY 267, and data collection for its 4,835 customer accounts.

On March 24, 2020, the Commissioners attended a workshop concerning these funds and other grant funds, in order to discuss how to spend the funds. The Commissioners approved disbursing \$184,500 as turnkey deductible expenses, \$348,568 to match other grants, such as CDBG and EPA, and the balance was to be held pending an assessment of COVID-19 and other factors.

Subsequently, EPA released the requirement for the \$298,568, thus increasing the unappropriated portion of the \$1 million to \$765,500. The Commissioners held a workshop on July 1, 2020 to review the options for appropriation of the funds.

Status:

City staff including the City Manager, City Utilities Director, Public Works Director, and City Finance Director conferred to develop projects which would meet the mandates of the Agreement. See attached table.

Options:

Option 1 – Accept anticipated Schedule.

Option 2 – Modify anticipated Schedule.

Staff Recommendation:

Option 1

1. Emergency Management Utility Upgrade-**\$196,320**

City Downtown (material purchases for underground electric lines, e.g., wire, cabling) or

GF & A Sewer Extension or

Under - Grounding Utility and Labor-Intensive Areas

a	Attapulgus Highway (North Madison St.) From C&E Farm Rd. to County Rd. 270-A Salter Road. Sawano Drive, Mitchell Drive, and Green Rd. are side roads feeding from this feeder line. They are currently served overhead, and part of that wiring crosses over our 2" largest Customer BASF. During one of the storms, we lost power to BASF due to a limb tearing down the line on this feeder and knocking their power out in addition to Attapulgus Highway customers. There are approximately 38 Electric, Water, and Gas customers on the line.
b	Solomon Dairy Rd. has 14 customers and has lengthy outage issues as well as frequent outages due to the same reasons as Attapulgus Highway listed above.
c	Parkview Manor and Garden apartments both need "Loop Feed Lines" installed to allow for by-pass power service in the event of a power failure by a cable fault. They both have some un-replaced (37 years) old cable still in their underground system that is due for replacement. These apartments serve more than 125 electric customers and many with small children. d
d	Golden leaf apartments is another underground apartment complex with 37 customers that need to be updated in places with new cable and by-pass feed to save on overtime labor and revenue loss to lengthy outage repairs.
e	Greenwood apartments and Greenwood Terrace apartments on Strong Rd. do not have "loop feeds" and would benefit significantly in having these feeders installed due to the senior citizens living in these apartments

2. Drainage Ditch Improvement**\$160,000****3. Public Works Land Purchase****\$179,500****4. S. Adams Street Sidewalk Project/Utilities Underground****\$115,000****5. Reimbursement for Hurricane Michael Re-roofing Project****\$114,680****Total****\$765,500**