



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
March 7, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Michael Woods, Lake Sumter MPO
2. Mount Dora Fun Fact

PUBLIC COMMENT

- This is the time for the public to come forward with any comments on any subject related to City business that is not listed on the Agenda.
- Please complete a speaker card and provide it to the City Clerk prior to the meeting.
- Please clearly state your name and address for the record. If you are part of a group, try to designate a speaker.
- Please address all comments to the Mayor.
- We will try to answer your questions at the time asked; however, there may be times we will need to conduct research prior to providing an answer.

APPROVAL OF AGENDA

BOARD APPOINTMENTS

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• February 7, 2023 City Council Regular Session	
• February 21, 2023 City Council Regular Session	

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval Second Reading (Adoption) of **Ordinance No. 2023-05**, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway 372

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

- Councilmember Cal Rolfson
- Councilmember Nate Walker
- Councilmember Doug Bryant
- Councilmember John Cataldo
- Councilmember Dennis Dawson
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

FUTURE MEETING DATES

- March 21, 2023, 6:00 PM, Regular Session
- April 18, 2023, 6:00 PM, Regular Session
- May 2, 2023, 6:00 PM, Regular Session
- May 16, 2023, 6:00 PM, Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (“ADA”) AND FLORIDA STATUTES, SECTION 286.26, PERSONS WITH DISABILITIES NEEDING A REASONABLE ACCOMMODATION TO PARTICIPATE IN A PUBLIC HEARING OR MEETING SHOULD CONTACT THE CITY OF MOUNT DORA’S ADA COORDINATOR AT LEAST 48 HOURS PRIOR TO THE PROCEEDING. THE ADA COORDINATOR MAY BE CONTACTED BY PHONE AT 352-735-7126, EXT. 1111, OR BY EMAIL AT CLERK@CITYOFMOUNTDORA.COM.

IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS (800) 955-8771 (TDD) OR (800) 955- 8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Advisory Board Appointments

Introduction:

This is a request for City Council to appoint a member to the Public Arts Commission.

Discussion:

Pursuant to the City's Code of Ordinances, Advisory Board and Commission members serve two-year terms and may be reappointed for additional terms.

The Public Arts Commission has 1 (one) vacant seat:
At Large, appointed Councilmember Bryant.

An application for proposed appointee Rebecca Owen is attached.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to make appointments and re-appointments to various boards and commissions.

Attachment(s):

1. Attachment #1.Board Application.Owen.Rebecca.PAC.02.27.2023

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Patrick Comiskey, City Manager

Final Approval - 2/28/2023

Print

Board Application - Submission #4846

Date Submitted: 2/22/2023



CITY OF
MOUNT
D O R A

City Clerk

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7142 Office

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name*

Rebecca

Last Name*

Owen

Address1*

2456 Bar Harbor Bay

Address2

City*

Mount Dora

State*

FL

Zip*

32757

Phone Number*

8284501180

Email Address*

jrebecca49@gmail.com

Provide a brief statement relating to your education, experience and reason for wishing to serve*

I am a graduate of the University of Georgia with a BFA and Georgia State University with a MEd. Additionally I took a number of courses at Arrowmont School of Arts and Crafts in Gatlinburg, TN receiving graduate credit through the University of Tennessee. I am a former high school and middle school art teacher in the Fulton County Schools outside of Atlanta, GA. Besides teaching I was a weaver and exhibited my handwoven wearables in numerous shows. After retiring and relocating to NC I was juried into the Southern Highlands Craft Guild and served on their standards committee for 4 years. My current interest is in oil and acrylic painting and I have taken several workshop in oil. I am interested in supporting and promoting the arts in Mount Dora and would be honored to use my knowledge and abilities on the Public Arts Commission.

Resume or additional attachments (not required)

No file chosen

Boards on which you wish to serve*

Public Arts Commission

Upon Completion

This form will be submitted to the City Clerk's Office.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Adoption of **Resolution No. 2023-08**, New Budget Billing Program

Introduction:

This is a request for City Council to adopt Resolution No. 2023-08, approving a new policy to allow customers the ability to level out the last 12 months' bills and therefore pay the same amount each month. The Budget Billing Program will become effective to eligible customers for bills generated on and after October 1, 2023.

Discussion:

As a result of increased energy costs, customers are requesting a means to be able to budget their utility bills for the year. This program will typically provide a consistent utility bill for the customers throughout the year. Normally, utility usage, especially electric consumption, is much higher in warmer months and lower in cooler months. Therefore, bills can greatly fluctuate throughout the year. This program will level that swing in usage by providing a consistent bill each month. This program is offered by many utilities in the Central Florida area.

Participating customers' monthly amount will be determined each year starting on October 1. Mount Dora will analyze the prior, continuous twelve (12) month electric consumption plus other utility bill history and calculate the average. Twelve percent (12%) will be added to the average amount to avoid any deferred balance growing too cumbersome for the customer to settle at the next adjustment period.

This program is designed for electric customers in good standing with no past due balance or late payments for their entire bill in the past 12 months. Residential and most commercial customers will be eligible to participate in this program. Only the large customer with a demand rate will not be able to participate. Interested customers will be required to complete an application for approval to begin October 1 and continue with annual adjustments as necessary.

Semiannual reviews will take place for each Budget Billing account to verify the average bill is keeping up with the actual bill. In the event the deferred amount of a Budget Billing account

increases to more than twice the set monthly Budget Billing amount, additional payments will be required and a true-up will take place each October.

Budget Impact:

There will be no impact to the budget with this program.

Strategic Impact:

Allows the Electric Utility and Customer Service to offer alternative payment options to the customer.

Recommendation:

City Council adopt Resolution No. 2023-08, a new policy allowing customers to participate in a Budget Billing Program.

Attachment(s):

1. Resolution 2023-08 Budget Billing Program.SGS
2. Exhibit A-Budget Billing Policy.SGS-SL.v2

Prepared by: Steve Langley, Electric Utility Director
Reviewed by: Wayne Zimmerman, Deputy Electric Utility Director
Steve Langley, Electric Utility Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/24/2023
Approved - 2/24/2023
Approved - 2/24/2023
Approved - 3/1/2023
Approved - 3/1/2023
Final Approval - 3/1/2023

RESOLUTION NO. 2023-08

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ELECTRIC UTILITY BUDGET BILLING PROGRAM; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF PRIOR PROGRAM, POLICIES AND PROCEDURES; PROVIDING FOR ADOPTION OF BUDGET BILLING PROGRAM; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora owns and operates an electric utility for the benefit of both residential and business customers; and

WHEREAS, there has been interest expressed in establishing a budget billing program to enable electric utility customers to equalize monthly energy costs and avoid unanticipated bill spikes and unpredictable monthly payments; and

WHEREAS, a recent review of the City's records revealed that the City had previously adopted a budget billing program but had discontinued use of the same because of needed system updates; and

WHEREAS, the City has determined that it is in its best interest to re-establish its budget billing program to better serve its residential and commercial utility customers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Repeal of Prior Program, Policy and Procedures. All prior program, policy and procedures adopted by the City of Mount Dora which are in effect as of the date of this Resolution related to budget billing programs for the electric utility customers is hereby repealed in their entirety.

SECTION 3. Adoption of Budget Billing Program. The Electric Utility Budget Billing Program attached hereto as **Exhibit "A"** is hereby established and adopted for implementation.

SECTION 4. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Electric Utility Budget Billing Program, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____ day of February, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount
Dora only. Approved as to form and legality.

Sherry G. Sutphen, City Attorney

EXHIBIT “A”

Exhibit A

BUDGET BILLING PROGRAM

PURPOSE:

The Budget Billing program is designed to allow City of Mount Dora electric customers (Customer) to equalize monthly utility costs by paying the same amount each month, thereby preventing unanticipated bill spikes and unpredictable monthly payments. Budget Billing is available to both residential and general service non-demand commercial Customers and is a free service offered by the City of Mount Dora.

BUDGET BILLING REQUIREMENTS:

A. A Customer must request Budget Billing from the City of Mount Dora by submitting an application in the form and manner approved by the City. An approved Budget Billing application is not transferrable or assignable to a new property owner, new Customer or different property location. A new application will be required for a change in property owner or Customer or if an existing Budget Billing Customer would like to participate in Budget Billing at a different property location.

B. The eligibility requirements for Budget Billing at the time of application submission are as follows:

1. Customer must be an electric service customer of the City of Mount Dora.
2. Residential Customers must have a minimum of 12 months of continuous utility service as an electric service customer of the City of Mount Dora.
3. General service non-demand commercial Customers must have a minimum of 24 months of continuous utility service as an electric service customer of the City of Mount Dora.
4. Customer must not have a past due balance on any utility account with the City of Mount Dora.
5. Customer must not have any late payments on any utility accounts with the City of Mount Dora within the previous 12 month period.
6. Customer must not have any cut-offs on any utility accounts with the City of Mount Dora within the previous 12 month period.
7. Customer must not have voluntarily terminated its Budget Billing service or been terminated from the Budget Billing program by the City within the previous 12 month period.

C. Once a Customer's application for Budget Billing has been approved, Budget Billing will begin the 1st day of October following approval of the application and such Budget Billing will continue thereafter, with annual adjustments in accordance herewith, until such time as:

1. the Budget Billing program is discontinued by the City, in its sole discretion;
2. the Customer fails to comply with any of the requirements of Budget Billing which results in the City discontinuing the Customer from the Budget Billing program; or
3. the Customer notifies the City in writing that it no longer wishes to participate in Budget Billing.

D. The application submission period for Budget Billing shall begin on July 1, each year and shall close on August 31, each year.

BUDGET BILLING CALCULATION, PAYMENTS AND TRUE-UP

A. A Customer's monthly Budget Billing amount shall be determined each year in time for implementation on October 1, by analyzing the prior electric consumption, continuous twelve (12) months for residential Customers and continuous twenty-four (24) months for general service non-demand commercial Customers, plus other utility bill history to find an average. Twelve percent (12%) of the average will be added to that average amount to determine the monthly Budget Billing amount. The purpose for the additional twelve percent (12%) is to avoid any deferred balance growing too cumbersome for the Customer to settle at the next adjustment period.

B. Semiannual reviews will be made of all Budget Billing accounts. In the event the deferred amount of a Budget Billing account increases to more than twice the set monthly Budget Billing amount for the utility account, the following will occur:

1. the Customer will be notified that account is in jeopardy of violation of the agreed parameters;
2. the Customer will be required to make an additional payment of one-half ($\frac{1}{2}$) of the overage amount before the next billing cycle is complete; and
3. if Customer fails to make the overage payment as required hereby, Budget Billing services will be discontinued, and the entire difference will be due and payable before the next billing cycle is complete.

C. At the end of an annual billing cycle of Budget Billing, the October invoice will include the total deferred difference between the actual amount paid through Budget Billing and the actual consumption for the year (True-up).

D. No payment plan or extensions will be offered to pay the True-up at the end of the Budget Billing year. If the Customer fails to make the True-up payment as required hereunder, Budget Billing services will be discontinued.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Adoption of **Resolution No. 2023-09**, Disposal of Surplus Assets

Introduction:

This is a request for City Council to adopt Resolution No. 2023-09, Disposal of Surplus Assets, to include vehicles, trailers, bypass pumps, utility vehicles and tractor parts, and all other items listed in Exhibit A.

Discussion:

Several city assets have reached the end of their useful lives relative to their intended purpose. The vehicles are high in mileage or non-functional. The trailers and utility vehicles are no longer reliable or suitable for their intended use.

Pursuant to the Purchasing Policy Manual, as adopted in 2021, surplus disposals exceeding an estimated value of \$25,000 and above, shall be approved by the City Council and sold at public auction. While individual assets identified above may not meet the \$25,000 value threshold, the items in total are anticipated to meet or exceed \$25,000 in value. Upon City Council approval of Resolution No. 2023-09, all items identified under Exhibit A will be sent to public auction.

Budget Impact:

No budget disbursement impact. Upon final sale of each asset, the proceeds will be allocated to the appropriate revenue account.

Strategic Impact:

Disposal of assets enables the City to recapture some of the costs related to the purchase, lease and maintenance of such items.

Recommendation:

City Council adopt Resolution No. 2023-09 Disposal of Surplus Assets and authorize the sale or disposal of those items.

Attachment(s):

1. Reso. 2023-09 Disposal of Surplus Assets
2. Exhibit A - Surplus Assets List

Prepared by: Aneta Barton, Budget Director

Reviewed by: Aneta Barton, Budget Director
Rita Meade, Interim Finance Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/14/2023

Approved - 2/14/2023

Approved - 2/28/2023

Approved - 2/28/2023

Final Approval - 2/28/2023

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, APPROVING THE DISPOSAL OF SURPLUS ASSETS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR AUTHORITY TO THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City owns and maintains various assets such as vehicles and other types of items and equipment; and

WHEREAS, the City has determined that certain assets are no longer needed for City purposes and it is necessary to dispose of the same as they have exceeded their useful life; and

WHEREAS, the City has replaced the necessary assets to meet its daily operational needs; and

WHEREAS, selling these items at public auction will enable the City to recover some of the asset values and expenses incurred in replacing the equipment; and

WHEREAS, the City has an existing Agreement with George Gideon Auctioneers, Inc., for the disposal of surplus items, vehicles and equipment; and

WHEREAS, the City has determined that is in the best interest of the citizens of the City of Mount Dora to dispose of its surplus property through sale at an auction.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Declaration of Assets as Surplus and Authorization for Disposal.

A. The assets set forth in **Exhibit "A"** attached hereto are hereby declared as surplus property which is no longer needed for City purposes.

B. The City Manager is hereby authorized to initiate the surplus property disposal process with George Gideon Auctioneers, Inc., to accept surplus property values as determined at the time of sale and to execute and attest any and all documents necessary to effectuate the sale of such surplus property on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the surplus property declaration and direction as set forth herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 7th day of March, 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount
Dora only. Approved as to form and legality.

Sherry G. Sutphen, City Attorney

EXHIBIT “A”

EXHIBIT A

Department	Photo	Description
Warehouse	 A white Ford flatbed truck with a dark grey front bumper and grille. The truck is parked on a grassy area next to a white building. A date stamp "10/24/2022" is visible in the bottom right corner of the photo.	Flatbed Truck
Plant Utilities	 A white utility bed truck with a toolbox in the bed. The truck has "CITY OF MOUNT DORA" and "07-002" on the side. A date stamp "10/24/2022" is visible in the bottom right corner of the photo.	Utility Bed Truck
Water Distribution	 A large pile of old, discarded water meters and components, some in a blue plastic crate. A date stamp "10/24/2022" is visible in the bottom right corner of the photo.	Old water meters

Department	Photo	Description
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Plant Utilities



Utility Vehicle

Plant Utilities



Bypass pump

Plant Utilities



Bypass pump

Department	Photo	Description
------------	-------	-------------

Unknown



Solar Organize Glass Panels

Electric



Bare aluminum - MERLIN

Parks & Rec



Swap Cooler

Department	Photo	Description
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Parks & Rec



Utility Vehicle

Parks & Rec



Seed spreaders for tractor



Parks & Rec



Tricycle

Department	Photo	Description
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Public Works



Cherry Picker lift machine

Public Works



Pick up Truck

Public Works



Concrete curb forming machine

Department	Photo	Description
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Public Works



Metal Fencing

Public Works



Mowers

Public Works



Trailer



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Authorization to exercise the early pay off option for the 2006 Water and Sewer Bonds and SWAP agreement with Bank of America and authorization for the City Manager to issue the Notice of Cancellation letter to Bank of America as well as any and all other necessary documents to effectuate the early payoff of the 2006 Water and Sewer Bonds and SWAP agreement with Bank of America

Introduction:

This is an opportunity for Council to approve the authorization for the City Manager to send notice to Bank of America to terminate, sign documents associated with the termination, and issue the funds to payoff of the 2006 Water and Sewer Bonds and the SWAP Agreement with Bank of America.

Discussion:

In October 2021, Bank of America (BoFA) notified the City that the LIBOR index will cease in June 2023, which will affect the treatment of our 2006 Water and Sewer Bonds and the SWAP agreement with BoFA. The 2006 Water and Sewer Bonds are variable rate debt. In conjunction with the bonds, a SWAP agreement was executed as a hedge to the variable rate debt which reduces the risk and financial loss associated with the variable rate. Both the bonds and the SWAP agreement refer to the LIBOR (London Interbank Offered Rate) index which is a benchmark for setting interest rates. LIBOR is being phased out in large part because of the role it played in worsening the 2008 financial crisis, as well as scandals involving LIBOR manipulation among the rate-setting banks. Staff contacted Mark Galvin, a consultant with Hilltop Securities, regarding the options available to the City. He, in turn, spoke with Peter Dane, an attorney with Ackerman, which was the Bond Counsel for the City when the Bonds were issued. According to Bond Counsel, the City can terminate the SWAP on April 1, 2023, and the Bonds with no pre-payment penalties. They provided three options for the City.

The first option is to modify both the SWAP and the bond agreements with BoFA, replacing LIBOR with the SOFR (Secured Overnight Financing Rate) index. The second option is to

terminate the SWAP on April 1, 2023, but modify the loan agreement with BofA. The third option is to terminate the SWAP and pay off the Bonds. The fees for all three options are around the same amount: \$3,000 to \$5,000. There are no prepayment penalties associated with early payoff of the bonds and the SWAP has a built-in early termination date of April 1, 2023. The final debt service principal payment of \$800,000 on the bonds is currently scheduled for October 1, 2023. Staff is recommending option three: termination of the SWAP and paying off of the bonds on April 1, 2023. This will result in an overall savings of interest costs associated with the debt.

Budget Impact:

Early pay-off of the bonds and the SWAP agreement would result in an increase of up to \$850,000 in the current fiscal year budget for the Water Wastewater Fund, but will also reduce the amount of interest and principal the City would have to budget and pay in FY 2023-24. After approval of the early payoff by Council, it will be added to the mid-year budget amendment that will be presented to Council in the later date.

Strategic Impact:

This item contributes to conserving government funds and resources.

Recommendation:

City Council approve authorization to exercise the early pay off option for the 2006 Water and Sewer Bonds and SWAP agreement with Bank of America and authorize the City Manager to issue the Notice of Cancellation letter to Bank of America as well as any and all other necessary documents to effectuate the early payoff of the 2006 Water and Sewer Bonds and SWAP agreement with Bank of America.

Attachment(s):

1. LIBOR Letter.SGS.all
2. Incumbency Certificate DF CITY.SGS

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Rita Meade, Interim Finance Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/24/2023
Approved - 2/24/2023
Approved - 3/2/2023
Approved - 3/2/2023
Final Approval - 3/2/2023



CITY OF
MOUNT
DORA

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmoundora.com

March 8, 2023

Lei Nelson
Bank of American, N.A.
One Bryant Park, 12th Floor
New York, NY 10036

Re: Swap Agreement 13794022-relating to the City of Mount Dora,
Florida Series 2006 Water and Sewer Bonds

This is to inform you that the City of Mount Dora (the "City") is exercising the cancellation option pursuant to the City's swap Agreement between the City and Bank of American, N.A., at par effective April 1, 2023, in accordance with the swap confirmation letter dated September 21, 2005, reference number 13794022.

Please confirm receipt and revert with a confirmation of cancellation.

Thank you,

Patrick Comiskey,
City Manager

cc: Brooke Pujols
Todd Morley



**CITY OF
MOUNT
DORA**

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmoundora.com

March 8, 2023

Todd Morley
Bank of America, N.A.
Mail Code FL0-800-09-11
390 North Orange Ave.
Orlando, FL 32801-1640

Re: Swap Agreement 13794022-relating to the City of Mount Dora,
Florida Series 2006 Water and Sewer Bonds

This is to inform you that the City of Mount Dora (the "City") is exercising the cancellation option pursuant to the City's swap Agreement between the City and Bank of American, N.A., at par effective April 1, 2023, in accordance with the swap confirmation letter dated September 21, 2005, reference number 13794022.

Please confirm receipt and revert with a confirmation of cancellation.

Thank you,

Patrick Comiskey,
City Manager

cc: Lei Nelson
Brooke Pujols



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MOUNT
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Website:
www.cityofmoundora.com

March 8, 2023

Brooke Pujols
Bank of American, N.A.
One Bryant Park, 12th Floor
New York, NY 10036

Re: Swap Agreement 13794022-relating to the City of Mount Dora,
Florida Series 2006 Water and Sewer Bonds

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Please confirm receipt and revert with a confirmation of cancellation.

Thank you,

Patrick Comiskey,
City Manager

cc: Lei Nelson
Todd Morley

ATTACHMENT #2

CERTIFICATE OF CITY OF MOUNT DORA

I, JEANANN HAND, as CITY CLERK of the City of Mount Dora, a Municipal Corporation of the State of Florida (the “City”), DO HEREBY CERTIFY as follows:

The below stated individual is the duly elected Mayor of the City and the signature set forth opposite her name is a specimen of her respective true, correct and genuine signature.

Name	Title	Signature
CRISSY STILE	MAYOR	_____

IN WITNESS WHEREOF, I have hereunto set my hand and caused this certificate to be delivered this _____ day of _____, 2023.

CITY OF MOUNT DORA

By: _____
Jeanann Hand
City Clerk



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval of Amendment 3 to State Revolving Fund Loan Agreement
DW 3514A0

Introduction:

This is a request for City Council to approve Amendment 3 to State Revolving Loan Agreement DW 3514A0.

Discussion:

The amendment is a part of the funding for the Florida Department of Transportation's (FDOT) project for the widening of U.S. HWY 441 from Lincoln Avenue to Donnelly Street. The City undertook the US 441 Utility Relocation project because the City has numerous utility lines in conflict with the proposed roadway improvements. Construction was completed as of March of 2021.

Proposed Amendment 3 to the City's State Revolving Fund loan agreement adjusts the project costs and reduces the semiannual loan payment. The total initial project estimate was \$6,800,000.00, and is funded through a Florida Department of Transportation grant and two State Revolving Fund Loans. In 2019, City Council adopted Resolution No. 2019-07, authorizing the City to submit an application to the Drinking Water State Revolving Fund Loan program for \$1,800,000.00 in funding. The State agreed to loan funding in the amount of \$1,662,973.00. At project completion, the City utilized \$1,621,926.00 of those funds. Accordingly, Amendment 3 reduces the total loan amount to reflect the actual monies utilized, which reduces the Semiannual Loan Payment amount.

Budget Impact:

There is no impact on the FY2023-24 budget.

Amendment 3 to the loan is a reduction of \$41,047.00 to the total loan amount of \$1,662,973.00 for the Drinking Water State Revolving Fund Loan program. The revised loan amount is

\$1,621,926.00. The semiannual loan payment amount has been revised to \$47,284.12 pending approval of this amendment.

Strategic Impact:

Goal 2: Infrastructure/Public Safety

Objective 2.4 Sustain City Infrastructure

Recommendation:

City Council to approve Amendment 3 to State Revolving Loan Agreement DW 3514A0.

Attachment(s):

1. 5. DW_State_Federal (w PF) Final Amendment

Prepared by: Jeanann Hand, City Clerk

Reviewed by: GEORGE MAREK, Interim Public Works Director

Aneta Barton, Budget Director

Sherry Sutphen, City Attorney

Jeanann Hand, City Clerk

Patrick Comiskey, City Manager

Approved - 2/24/2023

Approved - 2/28/2023

Approved - 3/1/2023

Approved - 3/1/2023

Final Approval - 3/1/2023

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT DW3514A0
CITY OF MOUNT DORA**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF MOUNT DORA, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW3514A0, as amended, authorizing a Loan amount of \$1,662,973, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$41,047. The revised total amount awarded is \$1,621,926.
2. The Loan Service Fee is \$32,439. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$1,621,926.
3. The total amount of the Loan is \$1,662,419.95, which consists of \$1,621,926.00 disbursed to the Project Sponsor, \$8,054.95 of accrued Capitalized Interest and \$32,439.00 of service fee charges.
4. The total amount remaining to repay, which amount accounts for the Department's receipt of 2 Semiannual Loan Payments is \$1,586,068.33, consisting of unpaid principal of the Loan of \$1,586,068.33.
5. The Semiannual Loan Payment amount, adjusted to account for repayments received to date, is hereby revised and shall be in the amount of \$47,284.12. Such payments shall be received by the Department on November 15, 2022 and semiannually thereafter on May 15 and November 15 of each year until all amounts due hereunder have been fully paid.
6. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:
 - (1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$1,621,926	140129

7. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Construction and Demolition	1,621,926.00
Capitalized Interest	8,054.95
TOTAL (Loan Principal Amount)	1,629,980.95

8. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 3 to Loan Agreement DW3514A0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF MOUNT DORA

Patrick Comiskey, City Manager

Attest:

Approved as to form and legal sufficiency:

City Clerk
SEAL

City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval for Mayor to Execute the Notice of Site Dedication and Limitation of Use Regarding Lincoln Avenue Pool

Introduction:

This is a request for City Council approval for the Mayor to execute the Notice of Site Dedication and Limitation of Use regarding Lincoln Avenue Pool.

Discussion:

The refurbishment of Lincoln Avenue Pool was completed in part with grant funding from the State of Florida's Recreation Development Assistance Program (FRDAP). As part of the grant closeout process, the State requires the City to execute and record a Notice of Site Dedication and Limitation of Use, which dedicates the project site in perpetuity as an outdoor recreation area for the use and benefit of the general public. At the direction of the City Attorney, staff requests City Council approval for the Mayor to execute the document.

Budget Impact:

N/A

Strategic Impact:

Goal 2: Infrastructure; Goal 3: Fiscal Resources

Recommendation:

City Council approval for the Mayor to execute the Notice of Site Dedication and Limitation of Use regarding Lincoln Avenue Pool.

Attachment(s):

1. FRDAP Notice of Limitation of Use Site Dedication Fee Simple Properties A21017

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Troy Shonk, Parks & Recreation Director
 Sherry Sutphen, City Attorney
 Jeanann Hand, City Clerk
 Patrick Comiskey, City Manager

Approved - 2/23/2023
Approved - 2/28/2023
Approved - 2/28/2023
Final Approval - 2/28/2023

Return this instrument to:

Jeanann Hand, City Clerk
City of Mount Dora
510 N Baker Street
Mount Dora, FL 32757

NOTICE OF SITE DEDICATION AND LIMITATION OF USE

(fee simple ownership by grantee)

City of Mount Dora, whose mailing address is **510 N Baker Street, Mount Dora, FL 32757**

Name of Grantee as Shown on Grant Agreement

Grantee Mailing Address

("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Florida Recreation Development Assistance Program, in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.059(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.053-.059, F.A.C., relating to Florida Recreation Development Assistance Program funding for the Project Site. Pursuant to Rule 62D-5.059(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with a project adjacent to or near the original Project Site that is of comparable or greater scope and quality and acceptable to the State of Florida Department of Environmental Protection.

WITNESSES:

City of Mount Dora (SEAL)

Name of Grantee as Shown on Grant Agreement

Original Signature

By: _____
Original Signature

Printed Name of Witness

Crissy Stile

Printed Name

Original Signature

Mayor

Printed Title

Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____, for and on behalf of City of Mount Dora. He/She is personally known to me or who has produced _____ as identification.

(SEAL)

Signature of Notary Public, State of Florida

BOUNDARY SURVEY

VICINITY MAP, MOUNT DORA, FLORIDA



NOT TO SCALE

LEGAL DESCRIPTION: ALTERNATE KEY: 1467551 (WRITTEN BY THIS SURVEYOR)

BLOCK 201 AND BLOCK 216, OF THE OFFICIAL MAP OF MOUNT DORA, FLORIDA, AS RECORDED IN PLAT BOOK 3, PAGE 43, PUBLIC RECORDS, LAKE COUNTY, FLORIDA, SUBJECT TO AND TOGETHER WITH THE MAINTAINED PUBLIC RIGHT OF WAY OF NORTH UNDER STREET LYING EAST OF THE WEST BLOCK LINES OF BLOCKS 201 AND 216 OF SAID OFFICIAL MAP OF MOUNT DORA, AND LESS THE SOUTH 25.00 FEET FOR ROAD RIGHT OF WAY AS DESCRIBED IN MISCELLANEOUS BOOK 7, PAGE 412, AS RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

GENERAL NOTES:

1. THE SURVEY MAP (AND/OR) REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. CERTIFICATION IS LIMITED TO PARTIES NAMED HEREON.
3. THE PURPOSE OF THIS SURVEY IS TO SHOW THE BOUNDARY, IMPROVEMENTS, AND UTILITIES OF ALTERNATE KEY 1467551; PROPERTY OF CITY OF MOUNT DORA, FLORIDA.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE FLORIDA STATE PLANE COORDINATE EAST ZONE (90) BASED ON FLORIDA PERMANENT REFERENCE NETWORK (FPRN) AS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AND IS FURTHER BASED ON NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT STATE PLANE COORDINATE SYSTEM (SPRCS 83-2011), BASED ON COORDINATE REFERENCE, THE BASIS OF BEARINGS IS THE NORTH LINE OF THE SE 1/4 OF SECTION 29-19-27 AS BEING S 89°41'08" E. ALL DISTANCES SHOWN ARE IN UNITED STATES SURVEY FEET.
5. THE LEGAL DESCRIPTION WAS WRITTEN BY THIS COMPANY BASED ON INSTRUCTIONS FROM CLIENT.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE RESEARCH AND THEREFORE IS SUBJECT TO CHANGE DUE TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS, RIGHTS OF WAY, OWNERSHIP OR OTHER MATTERS OF RECORD BY THIS FIRM.
8. THE CITY OF MOUNT DORA STATES THERE IS NO DEEDED NOR DEDICATED RIGHT OF WAY FOR NORTH UNDER STREET LYING BETWEEN 11TH AVENUE AND LINCOLN AVENUE. THE RIGHT OF WAY IS PURSUANT TO FLORIDA STATUTE 95.381. THE EXACT MAINTENANCE LIMITS HAVE NEVER BEEN ESTABLISHED BY THE CITY OF MOUNT DORA.
9. UNDERGROUND IMPROVEMENTS SUCH AS UTILITIES, FOUNDATIONS, ETC. WERE NOT LOCATED, EXCEPT WHAT IS SHOWN HEREON.
10. ONLY THOSE UTILITIES SHOWN HEREON THAT WERE VISIBLE AT THE TIME OF THE SURVEY WERE LOCATED, UNLESS OTHERWISE NOTED.
11. THE UNDERGROUND UTILITIES SHOWN WERE MARKED BY PRECISE LOCATING SERVICES, INC., P.O. BOX 668, ALTOONA, FLORIDA 32702, (352) 516-4157, PRECISELOCATINGINC@GMAIL.COM.
12. LANDS SHOWN HEREON LIE IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% CHANCE FLOODPLAIN) ACCORDING TO FLOOD INSURANCE RATE MAP "106603037E" COMMUNITY PANEL NUMBER: 120137 EFFECTIVE DATE: DECEMBER 18, 2012.
13. THIS SURVEY HAS BEEN PREPARED UNDER THE DIRECTION AND SUPERVISION OF THE UNDERSIGNED, BELOW IN ACCORDANCE WITH THE ADOPTED STANDARDS OF PRACTICE FOR LAND SURVEYING AS REQUIRED BY CHAPTER 63-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATE STATUTES.
14. THE DIGITAL DRAWING COMPRISING THIS SURVEY WAS PREPARED WITH AUTOCAD CIVIL 3D 2019.
15. SYMBOLS SHOWN HEREON ARE NOT TO SCALE AND ARE FOR INFORMATIONAL PURPOSES ONLY.
16. DATE OF FIELD WORK IS REFLECTED IN TITLE BLOCK, NOT THE DATE OF SIGNATURE.
17. THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1/8" OR SMALLER.
18. THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE AND FEDERAL PLANNING AND ZONING REGULATIONS.
19. THE SCOPE OF THE SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
20. OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE EMERSONED AND MAY NOT RUN STRAIGHT.
21. THIS SURVEY CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS
22. SURVEY DATE: JULY 2019.

LEGEND

ABBREVIATIONS:

ACRO	AUTOCAD	IRC	IRON ROD & CAP
ALT	ALTERNATE	LB	LICENSED BUSINESS
BCC	BACK OF CURB	ME	MEASURED
BFP	BACKFLOW PREVENTER	MISC	MISCELLANEOUS
CCR	CALCULATED	MES	CONCRETE METERED END SECTION
CD	CERTIFIED CORNER RECORD	OPB	OFFICIAL RECORDS BOOK
CM	CONCRETE MONUMENT	PSB	PAPER
CMP	CORRUGATED METAL PIPE	(P)	PLAT
CS	CONCRETE	PSB	PLAT BOOK
EDP	EDGE OF PAVEMENT	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FID	FIELD	PVC	POLYVINYLCHLORIDE
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	R/S	REGISTERED LAND SURVEYOR
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	R/W	RIGHT OF WAY
FIRM	FLOOD INSURANCE RATE MAP	SEC	SECTION
ID	IDENTIFICATION	SQ. FT.	SQUARE FEET
IP	IRON PIPE	(TYP)	TYPICAL
IR	IRON ROD	WT	WITH

SYMBOLS:

■	CATCH BASIN (PILE)	⚡	POWER POLE
⊕	CATEGORY 5 CABLE JUNCTION	⚡	POWER POLE WITH LIGHT
—	CENTERLINE	○	FOUND IRON ROD (AS NOTED)
—	CLEAN OUT (SIZE & TYPE)	⊙	FOUND NAIL AND DISC (AS NOTED)
⊕	CONCRETE POLE WITH LIGHT	⊙	SET 5/8" IRON ROD & CAP (LB 7514)
⊕	ELECTRIC JUNCTION BOX	⊙	SET 4" X 4" CM (LB 7514)
⊕	ELECTRIC METER	⊙	SIGN
⊕	ELECTRIC OUTLET	⊕	SPRINKLER
⊕	ELECTRIC TRANSFORMER	⊕	STORM MANHOLE
⊕	FOUND CONCRETE MONUMENT (AS NOTED)	⊕	TELEPHONE JUNCTION BOX
⊕	GAS METER	⊕	WATER METER
⊕	GUY WIRE	⊕	WATER VALVE
⊕	LIGHT POLE		

LINETYPES:

—	CABLE TV UNDERGROUND	—	STORM DRAIN LINE
—	OVERHEAD UTILITY LINE	—	TELEPHONE UNDERGROUND
—	ELECTRIC UNDERGROUND	—	WATER LINE
—	FENCE LINE AS NOTED	—	TOE OF SLOPE
—	GAS LINE UNDERGROUND	—	TOP OF BANK
—	SANITARY SEWER LINE (SSL)		

CERTIFIED TO:
CITY OF MOUNT DORA, FLORIDA

John T. McGovern DATE: 7/26/2019
JOHN T. MCGOVERN, PROFESSIONAL SURVEYOR & MAPPER, FLORIDA
REGISTRATION NO. 8035

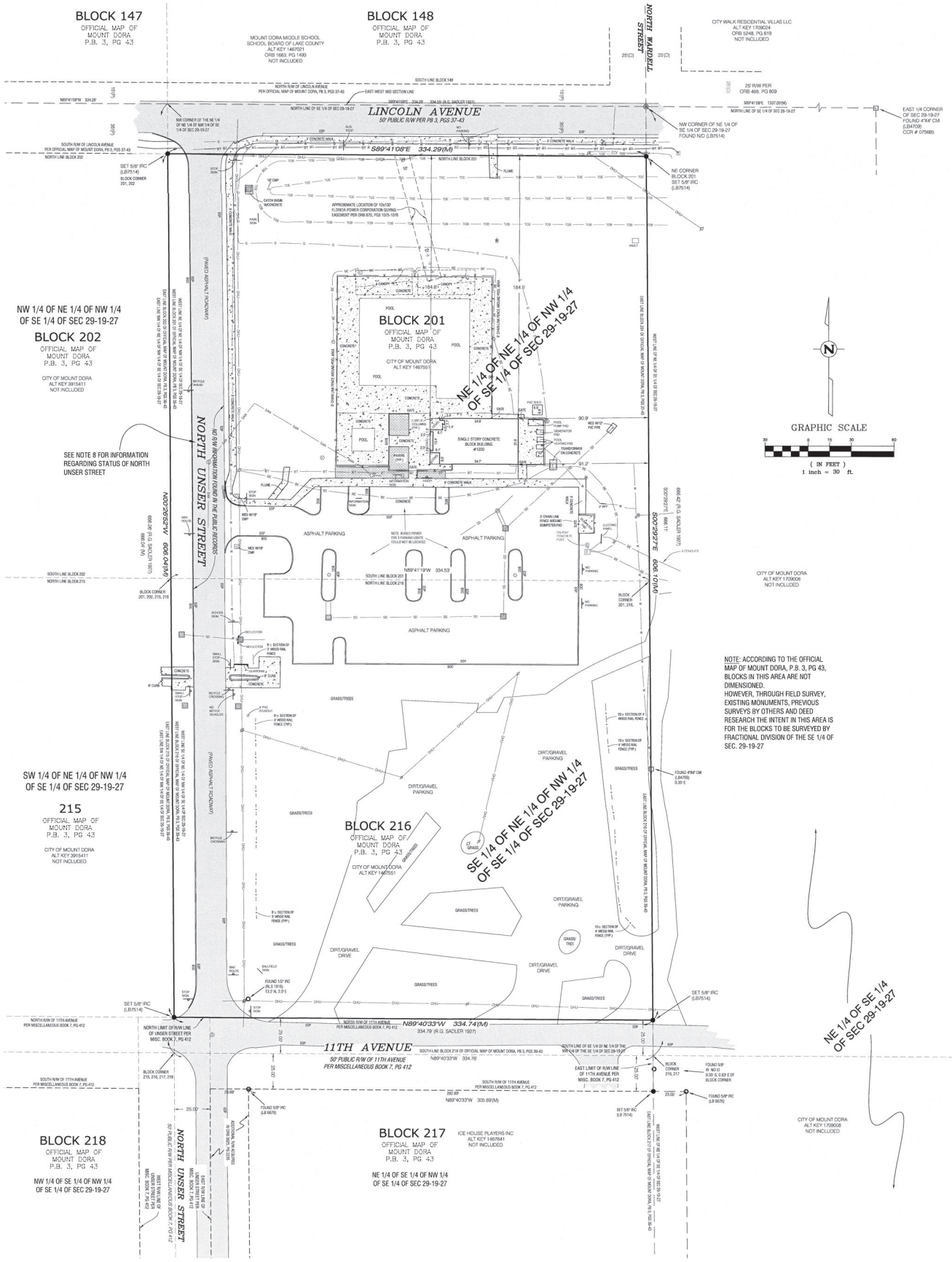
BASH
BOOTH ERN STRAUGHAN HOTT, INC.
ENGINEERS • SURVEYORS • LAND PLANNERS
802 North Sinclair Ave.
Tampa, Florida 33678
Office: 352.343.8481
Fax: 352.343.8481

March 7, 2023 Regular Session Agenda Packet

LINCOLN PARK POOL BUILDING
CITY OF MOUNT DORA
SEC. 29-19-27 LAKE COUNTY, FL

DATE	REVISION
1	
2	
3	
4	
5	
6	
7	
8	

BOUNDARY SURVEY



BASH
BOOTH EARN STRAUGHAN HOTT, INC.
ENGINEERS • SURVEYORS • LAND PLANNERS
902 North Sinclair Ave.
Tampa, Florida 33678
Office: 813.243.8481
Fax: 813.243.8482
Email: info@bash-engineers.com
Website: www.bash-engineers.com

March 7, 2023 Regular Session Agenda Packet

LINCOLN PARK POOL BUILDING
CITY OF MOUNT DORA
SEC. 29-19-27 LAKE COUNTY, FL

DATE	REVISION
03/07/23	1
03/07/23	2
03/07/23	3
03/07/23	4
03/07/23	5
03/07/23	6
03/07/23	7
03/07/23	8
03/07/23	9
03/07/23	10

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Lincoln Pool	Agreement Number: A1017
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Mount Dora, City of	Entity Type: A Local Government
Grantee Address: 510 N. Baker Street, Mount Dora, Florida 32757-5521	FEID: 59-6000380 (Grantee)

3. Agreement Begin Date: upon execution	Date of Expiration: June 30, 2023
---	---

4. Project Number: A21017 <i>(If different from Agreement Number)</i>	Project Location(s): 1200 North Unser Street, Mount Dora, Florida (Lake County) 32757-5114
Project Description: Renovation of the pool facility and restroom. Installation of new landscaping.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$200,000.00	☒ State ☐ Federal	Line Item No. 1728, GAA, FY2020-2021	\$200,000.00
	☐ State ☐ Federal		
	☒ Grantee Match		\$200,000.00
Total Amount of Funding + Grantee Match, if any:			\$400,000.00

6. Department's Grant Manager Name: Angie Bright or successor Address: 3900 Commonwealth Blvd MS# 585 Tallahassee, FL 32399 Phone: 850-245-2501 Email: angie.bright@floridadep.gov	Grantee's Grant Manager Name: Ms. Amy Jewell or successor Address: 510 N. Baker Street Mount Dora, Florida 32757-5521 Phone: 352-735-7183 Email: JewellA@ci.mount-dora.fl.us
---	---

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Mount Dora, City of

GRANTEE

Grantee Name

By **Amy Jewell**

Digitally signed by Amy Jewell

Date: 2020.09.08 15:05:07 -04'00'

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

Emile

Hamilton

By **Hamilton**

Date: 2020.10.08
07:41:27 -05'00'

Secretary or Designee

Date Signed

Emile D. Hamilton Deputy Secretary

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

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5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

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- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. **Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

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to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

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resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

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20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Attachment 1

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Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A1017**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is *Lincoln Pool*. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which this Agreement was entered into, through the Date of Expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☒	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$200,000.00 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made on July 1, 2020 or after for purposes of meeting its match requirement as identified above.

Attachment 2

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Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

**ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)**

Project Name: Lincoln Pool
Grantee Name: City of Mount Dora
FRDAP Project # A21017

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1200 North Unser Street, Mount Dora, Florida (Lake County) 32757-5114 and is considered a "Large Project" pursuant to paragraph 62D-5.055(6)(b), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2023.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total Estimated Project Cost:	\$400,000.00
Match Ratio:	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
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TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107)¹. 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue “Notice to Commence” upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Renovation of the pool facility and restroom. Installation of new landscaping. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion.	Due April 30, 2023, which shall also be the Project Completion Date³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.

		in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

Attachment 4

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount \$	State Appropriation Category

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description
Original Agreement	General Appropriations Act Line Item 1728 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2020-2021	37.017	Florida Recreation Development Assistance Program
				\$ 200,000.00
				140002

Total Award	\$ 200,000.00
-------------	---------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. In addition to the Checklist items, the Grantee shall submit a copy of all executed subcontracts to the Department. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue a "Notice to Commence."

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.

Attachment 6

2 of 3

- b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs, and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Exhibit A

Adobe Signature

Project Number:

Project Sponsor:

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

[illegible]

March 7, 2023 Regular Session Agenda Packet

[illegible]

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

January through April:

☐ May through August:

September through December:

Due May 5th

Due September 5th

Due January 5th

LIAISON:

Signature

Date

Page 2 of 2

DRP-109 (Effective 05-22-2015)



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee

Project Name and Number

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval for Mayor to Execute the Notice of Site Dedication and Limitation of Use Regarding Cauley Lott Park

Introduction:

This is a request for City Council approval for the Mayor to execute the Notice of Site Dedication and Limitation of Use regarding Cauley Lott Park.

Discussion:

The refurbishment of Cauley Lott Park was completed in part with grant funding from the State of Florida's Land and Water Conservation Fund (LWCF). As part of the grant closeout process, the State requires the City to execute and record a Notice of Site Dedication and Limitation of Use, which dedicates the project site in perpetuity as an outdoor recreation area for the use and benefit of the general public. At the direction of the City Attorney, staff requests City Council approval for the Mayor to execute the document.

Budget Impact:

N/A

Strategic Impact:

Goal 2: Infrastructure; Goal 3: Fiscal Resources

Recommendation:

City Council approval for the Mayor to execute the Notice of Site Dedication and Limitation of Use regarding Cauley Lott Park.

Attachment(s):

1. LWCF Notice of Limitation of Use DRP-113_0 - LW707 Cauley Lott

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Troy Shonk, Parks & Recreation Director
 Sherry Sutphen, City Attorney
 Jeanann Hand, City Clerk
 Patrick Comiskey, City Manager

Approved - 2/23/2023
Approved - 2/28/2023
Approved - 2/28/2023
Final Approval - 2/28/2023

Return this instrument to:
Jeanann Hand, City Clerk
City of Mount Dora
510 N Baker Street
Mount Dora, FL 32757

NOTICE OF SITE DEDICATION AND LIMITATION OF USE
(fee simple ownership by grantee)

City of Mount Dora _____, whose mailing address is **510 N Baker Street, Mount Dora, FL 32757**
Name of Grantee as Shown on Grant Agreement Grantee Mailing Address

("grantee") has acquired or developed the real property described in Attachment A, attached hereto and incorporated herein by reference (the "Project Site"), with financial assistance provided by the Federal Land and Water Conservation Fund Program in accordance with Chapter 62D-5, F.A.C. Pursuant to Rule 62D-5.074(1), F.A.C., the grantee hereby dedicates the Project Site in perpetuity as an outdoor recreation area for the use and benefit of the general public.

The grantee covenants that the Project Site and any facilities thereon, as set forth in the grant agreement attached hereto and incorporated herein as Attachment B and depicted on the boundary map attached hereto and incorporated as Attachment C, will be open to the public at reasonable times, will be operated in a safe and attractive manner, and the grantee will abide by the requirements of Chapter 62D-5.068-.074, F.A.C., relating to Federal Land and Conservation Fund Program funding for the Project Site. Pursuant to Rule 62D-5.074(3), F.A.C., if the grantee converts any part of the Project Site or facilities thereon acquired or developed with grant assistance to other than a use approved by the State of Florida Department of Environmental Protection, the grantee shall replace the area, facilities, resource, or site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to section 673.9.3 of the Land and Water Conservation Fund Program Grants Manual.

WITNESSES:

City of Mount Dora _____ (SEAL)
Name of Grantee as Shown on Grant Agreement

Original Signature

By: _____
Original Signature

Printed Name of Witness

Crissy Stile

Printed Name

Original Signature

Mayor

Printed Title

Printed Name of Witness

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____, by _____, as _____, for and on behalf of City of Mount Dora. He/She is personally known to me or who has produced _____ as identification.

(SEAL)

Signature of Notary Public, State of Florida

March 7, 2023 Regular Session Agenda Packet

LEGAL DESCRIPTION: ORB 2210, PG 1355
ALT KEY: 3814763

THE EAST 205 FEET OF BLOCK 107, SECTION 26, TOWNSHIP 29 SOUTH, RANGE 27 EAST, CITY OF MOUNT DORA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 317 THROUGH 43, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LESS THE SOUTH 80

SUBJECT TO ALL OTHER EASEMENTS, RESTRICTIONS, RIGHTS-OF-WAY, RESERVATIONS OR RECORD AND TAXES ACCRUING SUBSEQUENT TO DECEMBER 31, 2002.

[illegible][illegible]

15. ELEVATIONS SHOWN HEREIN ARE BASED ON NATIONAL GEODETIC SURVEY BENCHMARK "HAWK" AN ELEVATION OF 16.65' NORTH AMERICAN VERTICAL DATUM (ELEVATION OF 1988 INCHES).
16. THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS COMPANY HAS NO LIABILITY TO ANY ADJACENT PROPERTY OWNER FOR ANY EASEMENT, PLANNING AND ZONING REGULATIONS.
17. THE SCOPE OF THE SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS. JURISDICTIONAL BOUNDARIES ON HAZARDOUS WASTES CONCERN SHOULD ANY OF THE FOREGOING EXIST.
18. OWNERSHIP OF FENCES SHOWN HEREIN, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. BAD FENCES WERE LOCATED ONLY WHERE DIMENSIONS AND MAY NOT BE STRAIGHT.
19. THIS SURVEY CONTAINS 2 SHEETS AND IS NOT CONSIDERED FULL AND COMPLETE WITHOUT BOTH SHEETS.

SURVEY DATE: 01/11/2007/2008

BY DESCRIPTION AT LOT 34 (41' x 141' x 110' x 100' FEET) OF BLOCK 167 ACCORDING TO THE PLAT OF MOUNT MORIA AS RECORDED IN PLAT 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 9

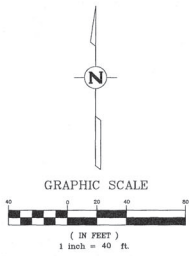
ACCORDING TO DEED DESCRIPTIONS ALT KEYS: 14661172 AND 14461161 ARE DEFINED AS BEING THE WEST 100 FEET OF BLOCK 107 OF THE PLAT OF MOUNT DORA AS RECORDED IN PG 3, PGS 37-43. ALT KEY 38147683 IS DESCRIBED AS THE EAST 205 FEET OF BLOCK 107, WHEN DRAWN AS DESCRIBED. THE DEBIT IS A GAP IN DESCRIPTIONS, AS SHOWN HEREON

BOUNDARY & TOPOGRAPHIC SURVEY
IN SECTION 26, TOWNSHIP 18 SOUTH, RANGE 27 EAST
LAKE COUNTY, FLORIDA
1717 HIGHLAND DRIVE
MOUNT DORA, LAKE COUNTY, FLORIDA

Booth
BOOTH SEN STRAUBER HOTEL
 C/Ow. 552.343.6431
 Fax: 552.343.6461
 www.boothh.com
 842 North Starline Ave.
 Ipswich, Florida 32772
 A (904)295-1100 / 8/04/10/05 PLANNERS A

[Circular stamp: RECEIVED JAN 27 1968]

BOUNDARY & TOPOGRAPHIC SURVEY TOPOGRAPHIC DETAIL



LEGEND

ABBREVIATIONS:

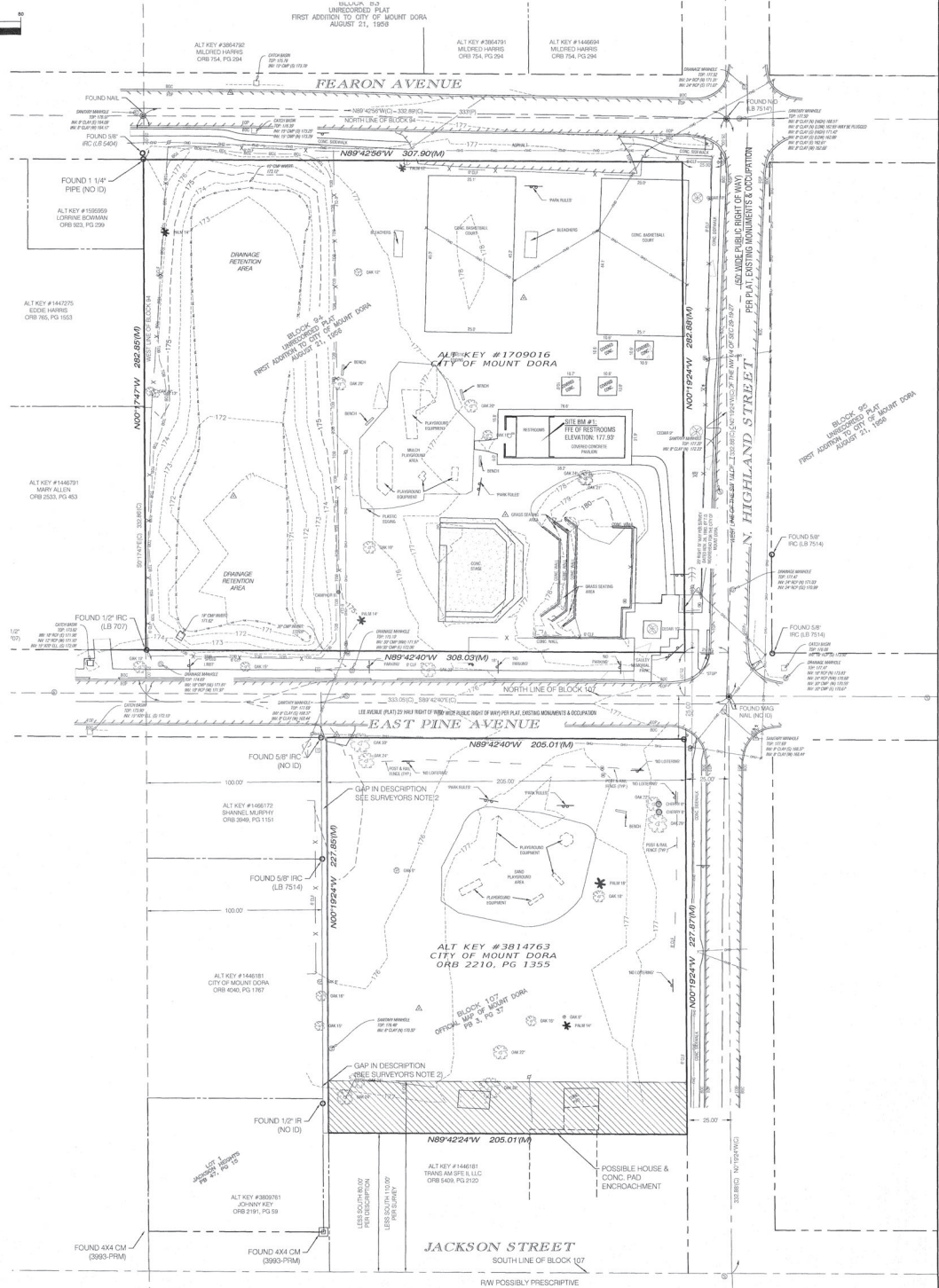
AC	AIR CONDITIONER PAD
AKA	ALSO KNOWN AS
ALT	ALTERNATE
ASPH	ASPHALT
AVL	AVENUE
BOC	BACK OF CURB
CD	CALCULATED
CLF	CHAIN LINK FENCE
CONC	CONCRETE
CIB	CONCRETE BLOCK
CM	CONCRETE MONUMENT
CMP	CORRUGATED METAL PIPE
DB	DEED BOOK
DS	DESIGNED
DR	DRIVE
EOP	EDGE OF PAVEMENT
FND	FENCE LINE
FYE	FINISHED FLOOR ELEVATION
FOOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FRM	FLOOD INSURANCE RATE MAP
ID	IDENTIFICATION
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
LM	MEASURED
ND	NAIL & DISK
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
PL	PLAT
PS	PLAT BOOK
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PRM	PERMANENT REFERENCE MONUMENT
PRM	PROFESSIONAL SURVEYOR AND MAPPER
PVC	POLYVINYLCHLORIDE
RCP	REINFORCED CONCRETE PIPE
RW	RIGHT OF WAY
SEC	SECTION
THYP	THICK
TYTP	THIN
IV	INVERT

SYMBOLS:

□	CATCH BASIN (INLET)
⊠	CATEGORY 5 CABLE JUNCTION
⊞	CENTERLINE
⊞	ELECTRIC JUNCTION BOX
⊞	FIRE HYDRANT
⊞	FOUND CONCRETE MONUMENT (AS NOTED)
⊞	GUY WIRE
⊞	LIGHT POLE
⊞	MAILBOX
⊞	POWER POLE
⊞	FOUND IRON ROD (AS NOTED)
⊞	FOUND NAIL AND DISC (AS NOTED)
⊞	SEWER MANHOLE
⊞	SKIN
⊞	STORM MANHOLE
⊞	TELEPHONE JUNCTION BOX
⊞	WATER METER
⊞	WATER VALVE
⊞	WELL

LINE TYPES:

---	OVERHEAD UTILITY LINE
---	SAWTOOTH DRAIN LINE (SSU)
---	STORM DRAIN LINE
---	TOE OF SLOPE
---	TOP OF BANK
---	FENCE LINE (TYPE AS NOTED)



SHEET 2 OF 2

CLIENT	CITY OF MOUNT DORA
JOB NO.	901583-0219
ACAD FILE	901583-0219 CAULEY LOT/THANK.DWG
DATE	08/07/2020
DRAWN BY	JSD
REVISIONS	250

BOUNDARY & TOPOGRAPHIC SURVEY
IN SECTION 29, TOWNSHIP 19 SOUTH, RANGE 27 EAST,
LAKE COUNTY, FLORIDA
1717 HIGHLAND DRIVE
MOUNT DORA, LAKE COUNTY, FLORIDA

BOOTH & STRAUSMAN, LLC
101 North Orange Ave.
Suite 1000, Orlando, FL 32801
Phone: 407.251.1111
Fax: 407.251.1112

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Cauley Lott Park Agreement Number: LW707

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard (Department)
Tallahassee, Florida 32399-3000

Grantee Name: City of Mount Dora Entity Type: Local Government

Grantee Address: 510 N. Baker Street, Mount Dora, FL 32757-5521 FEID: 59-6000380 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: September 23, 2022

4. Project Number: LW707 Project Location(s): 1717 Highland Street, Mount Dora, FL 32757-3010
(If different from Agreement Number)

Project Description: Renovate a playground, basketball court, and outdoor amphitheater, as well as adding a new picnic pavilion, walking trail, landscaping, and security lighting.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$200,000.00</u>	☐ State ☒ Federal	<u>Line Item No.1746, GAA, FY 2019-2020</u>	<u>\$200,000.00</u>
	☐ State ☐ Federal		
	☒ Grantee Match		<u>\$200,000.00</u>
Total Amount of Funding + Grantee Match, if any:			<u>\$400,000.00</u>

6. Department's Grant Manager	Grantee's Grant Manager
Name: <u>Tamika Bass</u>	Name: <u>Ms. Amy Jewell</u>
Address: <u>3900 Commonwealth Boulevard</u>	Address: <u>510 N. Baker Street</u>
<u>MS 585</u>	<u>Mount Dora, FL 32757-5521</u>
<u>Tallahassee, FL 32399</u>	
Phone: <u>850-245-2501</u>	Phone: <u>352-735-7183</u>
Email: <u>tamika.bass@floridadep.gov</u>	Email: <u>JewellA@ci.mount-dora.fl.us</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- | |
|--|
| ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☒ Attachment 2: Special Terms and Conditions |
| ☒ Attachment 3: Grant Work Plan |
| ☒ Attachment 4: Public Records Requirements |
| ☒ Attachment 5: Special Audit Requirements |
| ☒ Attachment 6: Program-Specific Requirements |
| ☒ Attachment 7: LW707 Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S. |
| ☒ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☒ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☒ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements for Grants |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☐ Additional Exhibits (if necessary): |

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	P19AP00420
Federal Award Date to Department:	9/23/19
Total Federal Funds Obligated by this Agreement:	\$200,000.00
Federal Awarding Agency:	National Park Service
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Mount Dora

GRANTEE

Grantee Name

By

Robin Hayes
(Authorized Signature)

12/3/2019
Date Signed

Robin Hayes, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Callie De Haven
Secretary or Designee

12-26-2019
Date Signed

Callie De Haven - Director Division of State Lands - DEP

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

Attachment 1

3 of 11

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 691-72, Florida Administrative Code (F.A.C.) and/or Chapter 691-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

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- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LW707**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Cauley Lott Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on or after September 23, 2019, through the Project Completion Date.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☒	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☒	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☒	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☒	Rental/Lease of Equipment
☒	☒	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

This Agreement requires at least a fifty percent (50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing \$200,000.00 towards the Project funded

under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the LWCF Federal Financial Assistance Manual <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>. Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:

- a. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and LWCF;
- b. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
- c. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all, or part of the Grantee's required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA"). The appraisal must establish the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Property value is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the property value is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDOl, NPS and the Florida Legislature, the Grantee must pay the additional cost.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Comprehensive General Liability Insurance.
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers' Compensation.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Attachment 2

2 of 3

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)
 Project Name: Cauley Lott Park
 Grantee Name: City of Mount Dora
 LWCF Project # LW707

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as identified in the Grant Work Plan resulting in a change in the total point score of Grantee's Application as it appears on the Recommended Application Priority List for FY18/19 is considered a significant change and must be pre-approved by the Department and requires a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 1717 Highland Street, Mount Dora, FL 32757-3010 and is considered a "Development Project" pursuant to subsection 62D-5.070(5)(b), F.A.C.

Project Completion: The Project Completion Date for this Agreement is May 31, 2022.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. Required match for development projects will be provided by cash, in-kind services, or donated real property, as set forth in subparagraph 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in subparagraph 62D-5.070(6)(b)2., F.A.C. The total estimated Project cost provided below is based on the approved LWCF Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total Estimated Project Cost:	\$400,000.00
Match Ratio:	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1	DELIVERABLE 1		
1.A. Development of Commencement Documentation Checklist (DRP-122) ¹ .	The Department will issue "Notice to Commence" upon receipt and approval of:	180 calendar days after Execution of Agreement ²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-122) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project		

inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.	The Grantee may not proceed with development of the Project until Notice to Commence has been issued. DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-125) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	Due May 31, 2022, which shall also be the Project Completion Date³ No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Renovate a playground, basketball court, and outdoor amphitheater, as well as adding a new picnic pavilion, walking trail, landscaping, and security lighting. 2.B. Development of Completion of Documentation Checklist (DRP-125). 2.C. Completion of Final Status Report (DRP-109).		

Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under LWCF; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. LWCF documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Rule 62D-5.073, F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – I

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:				
Federal Program	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category
Federal Program A	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation Fund Grants	14001
Federal Program B	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Attachment 5, Exhibit 1
5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
A					
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
A					
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
6 of 6

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS
LAND AND WATER CONSERVATION FUND PROGRAM
ATTACHMENT 6

1. Project Submittal Forms.

Grantees can find the Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement at <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to starting the Project, the Grantee will provide to the Department all documentation listed on the Commencement Documentation Checklist, DRP-122. Once the commencement documentation is approved, the Department will issue a written "Notice to Commence" to the Grantee. **The Grantee MAY NOT proceed until the Department issues a "Notice to Commence."** The Grantee must start work on the Project **within 180 days** after the Department issues a "Notice to Commence" unless this deadline is extended by the Department for good cause. Until the Department issues the "Notice to Commence," the Department is not obligated to reimburse Grantee for fees, costs, or general expenses of any kind.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. Grantees should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **A Grantee may alter a conceptual site plan only after written approval by the Department and National Park Service (NPS).** All utility lines installed within the Project site must be placed underground.

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department as a condition of and prior to beginning the Project.

4. The following supplements paragraph 2.d., Attachment 1, Standard Terms and Conditions:

The Department may, and in certain circumstances the NPS must, approve any changes to this Agreement. The Grantee may submit a request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended to provide for additional services if additional funding is made available by USDOJ, NPS, and the Florida Legislature.

5. The following paragraphs is added to paragraph 2, Attachment 1, Standard Terms and Conditions:

- f. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.
- g. This Agreement is not transferable.

6. The following replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:

d. Reimbursement for Costs.

Project costs will be reimbursed as provided in paragraph 62D-5.073(2)(a), F.A.C., the LWCF Manual, and in the Project Agreement. Project costs must be incurred between the effective date of this Agreement and the Project Completion Date. The Grantee will be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of all deliverables identified in the Grant Work Plan. Reimbursement must be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all LWCF requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State

Attachment 6

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Expenditures, which can be accessed at the following web address: www.myfloridacfo.com/aadir/reference-guide/. If the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost.

7. The following paragraph is added to paragraph 8, Attachment I, Standard Terms and Conditions:
- k. Cost Limits. Pursuant to paragraph 62D-5.073(2)(b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that they do not exceed fifteen percent (15%) of the total Project cost.
8. The following replaces paragraph 8.h, Attachment I, Standard Terms and Conditions:
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOJ and NPS. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if USDOJ, NPS, and/or the Florida Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF Program Funds.
9. The following replaces paragraph 10, Attachment I, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, and to schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).

10. Site Dedication.

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, specifically Section 6(f)(3), as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C.

11. Management of Project Sites.

- a. Site Inspections. Department staff will periodically inspect LWCF Projects to ensure compliance with subsections 62D-5.074(1)-(3), F.A.C., and section 675.9 of the LWCF manual. Grantees must ensure by site inspections that the property acquired or developed through the LWCF is being operated and maintained for outdoor recreation purposes.
- b. Management. All projects must be open at reasonable times and be managed in a safe and attractive manner appropriate for public use. Facilities must be kept in reasonable repair for a minimum of 25 years from the date set forth on the project completion certificate to prevent undue deterioration.
- c. Non-Compliance. Before a project is closed, the Department and the NPS have the right to terminate a project agreement and demand return of the program funds for non-compliance by a grantee. Failure by a grantee to comply with the Agreement will result in the Department declaring the grantee ineligible for further participation

Attachment 6

2 of 3

in LWCF until the Grantee comes into compliance as determined by the Department under this rule and the LWCF Manual.

- d. Survival. This provision shall survive termination, cancellation, or expiration of this Agreement.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Project Completion Certification.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-126, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement.

14. Signage.

Grantee must erect a permanent information sign on the Project site that credits funding, or a portion thereof, to the Florida Department of Environmental Protection and the Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program>. This provision shall survive termination, cancellation, or expiration of this Agreement.

15. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the LWCF program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws. This provision shall survive termination, cancellation, or expiration of this Agreement.

16. Conversion.

This Project site acquired and/or developed with LWCF assistance must be retained and used for public outdoor recreation. This Project site so acquired and/or developed may not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual, and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOJ, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee is required to replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps must be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval, is required. This commitment will be in the form of an amendment to the original Agreement. This provision shall survive termination, cancellation, or expiration of this Agreement.

ATTACHMENT 8

Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

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

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

ADMINISTRATIVE

11. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

12. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

13. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

14. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

15. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

16. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

17. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

18. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

19. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF INTERIOR-SPECIFIC

20. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

21. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

22. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

23. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

24. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

25. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

26. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective October 1, 2008, or later, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, and incorporated by reference.

27. Historic Preservation.

As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

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Attachment E
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____

Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

[illegible]

[illegible]

Period Covered (Check Appropriate Period):	Due May 5 th	Due September 5 th	Due January 5 th
January through April:			
May through August:			
September through December:			

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Florida Department of Environmental Protection

ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____ %

Total project costs to date	\$
State Obligation to date	\$
State retainage (_____ %)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator

Date

Division Director or Designee

Date



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Federal Funding Accountability and Transparency Act Form

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates \$30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Monitoring and Compliance Unit (MAC) at email MAC_Adm@dep.state.fl.us or at telephone number 850/245-2361 for assistance.

DUNS #: 038019956

(DUNS # must be nine (9) digits not including dashes.)*

Federal Award ID Number (FAIN#): 12-00707

Catalog of Federal Domestic Assistance (CFDA#): 15.916

DEP Assigned Grant Agreement#: LW707

Dollar Amount of Grant Disbursement: \$400,000.00

** If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705- 5711 or use the webform (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.*

Business Name: City of Mount Dora

DBA Name (If applicable): _____

Principal Place of Business Address:

Address Line 1: 510 N. Baker Street

Address Line 2: _____

Address Line 3: _____

City: Mount Dora

State: FL

Zip+4: 32757-5521



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Federal Funding Accountability and Transparency Act Form

Description of Project (up to 4000 characters):

\$200,000 LWCF Grant- Cauley Lott

The proposed LWCF project will use \$200,000 to renovate the existing playground and basketball court. Improvements to the existing outdoor amphitheater will also be completed. The project will not only involve renovations to existing facilities but construction of new elements such as a picnic shelter and walking trail that provides enhanced pedestrian access throughout the site. Support facilities will consist of new landscaping to beautify the park and security features such as lighting to increase the safety of the site for visitors.



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
Federal Funding Accountability and Transparency Act Form

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: 1717 Highland Street
Address Line 2: _____
Address Line 3: _____
City: Mount Dora State: FL Zip+4: 32757-3010

Congressional District for Principal Place of Project Performance: 6
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

☐	☒	1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) \$30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
YES	NO	

If the answer to Question 1 is "Yes," continue to Question 2.

If the answer to Question 1 is "No," move to the signature block below to complete the certification and submittal process.

☐	☐	2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o(d)), or Section 6104 of the Internal Revenue Code of 1986?
YES	NO	

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/execomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval of Agreement Between the City of Mount Dora and Dana Safety Supply, Inc., Related to Law Enforcement Emergency Vehicle Equipment and Emergency Vehicle Installation

Introduction:

This is an opportunity for Council to approve the Piggyback Contract with OCSO and DANA Safety Supply for Law Enforcement Emergency Equipment Sales and Installation.

Discussion:

The City of Mount Dora currently does not have a contracted law enforcement emergency equipment vendor. Since we are not a preferred customer with any vendor, the City does not receive the most advantageous pricing for the equipment. To remedy this lack, the City desires to piggyback with the OCSO Law Enforcement Emergency Vehicle Equipment Installation contract. The OCSO recently went under contract with DANA Safety Supply, a national leader in law enforcement emergency equipment sales and installation. DANA Safety Supply has agreed to give the City the same pricing and contract provisions that they are providing to OCSO.

Budget Impact:

There is no budget impact for this item.

Strategic Impact:

Public Safety and Fiscal Resources.

Recommendation:

Council approve the Agreement between the City of Mount Dora and Dana Safety Supply, Inc.

Attachment(s):

1. Attachment #1 DANA Safety Supply Letter

2. Attachment #2 OCSO RFP
3. Attachment #3 Addendum #1 for RFP 196-22
4. Attachment #4 196-22 Bid Tabulation Form
5. DSS - Mount Dora Piggyback Agreement

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Michael Gibson, Interim Chief of Police
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/8/2023

Approved - 2/8/2023

Approved - 2/28/2023

Approved - 2/28/2023

Final Approval - 2/28/2023

ATTACHMENT #1



December 30, 2022

Michael Gibson
Deputy Chief of Police
Mount Dora Police
1300 North Donnelly Street
Mount Dora, FL 32757

Chief Gibson,

The purpose of this letter is to confirm Dana Safety Supply's (DSS) approval to allow Mount Dora Police to utilize the existing contract that exists between DSS and the Orange County Sheriff's Office for emergency vehicle equipment and installation on Bid # 196-22, which runs from October 1, 2022 until September 30, 2025. We look forward to serving the needs of your organization and support your ability to leverage this contract to meet your intended objectives. If you have any questions or need additional information, please contact me via email at swells@danasafetysupply.com or my cell phone at (904) 635-1894.

Regards,

Sidney Wells
Regional General Manager
Dana Safety Supply

Ft Myers, FL
3350 Hanson Street
Ft Myers, Florida 33916
Phone (239) 590-8665

Jacksonville, FL
561 Stevens Street
Jacksonville, Florida 32254
Phone (904) 388-7006
Fax (904) 388-7181

Miami, FL
7001 NW 36th Avenue
Miami, Florida 33614
Phone (305) 639-6055
Fax (305) 639-6056

Orlando, FL
4832 North Orange Blossom Trail
Orlando, Florida 32810
Phone (407) 880-2769
Fax (407) 802-2966

Pompano, FL
4100 N Powerline Road
Suite W4-5
Pompano Beach, FL 33073
Phone (954) 708-2071

Tallahassee, FL
4412 Production Court
Tallahassee, Florida 32310
Phone (850) 765-6145
Fax (904) 388-7181

Tampa, FL
3810-A West Osborne Avenue
Tampa, Florida 33614
Phone (813) 348-4866
Fax (813) 348-0450

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Orange County Sheriff's Office



RFP # 196-22

Law Enforcement Emergency Vehicle Equipment
and Emergency Vehicle Installation Bid

**FISCAL MANAGEMENT
PURCHASING SECTION**

*** Sound Off has been selected to provide the equipment for new car installation***

Certified by Sound off to bid on installation or be an authorized dealer to sell Sound Off equipment

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

REQUEST FOR PROPOSALS

FOR

PROJECT NAME

RFP #196-22

The Orange County Sheriff's Office, Orange County, Florida, invites interested parties to submit proposals **no later than 4:00 PM, Thursday, Sept. 1st, 2022**, for providing pricing for Law Enforcement emergency vehicle equipment and installation.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Sheriff's Office, Fiscal Management Purchasing Section, 2500 W. Colonial Dr., Orlando, FL 32804.

Copies may be requested by phoning (407) 254-7148. Solicitations are also available for downloading from the Internet at: WWW.OCSO.com.

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Rachelle Groetsch, at (407) 254-7148 whose email address is rachelle.groetsch@ocfl.net.

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

I. RFP SCHEDULE

Monday, August 22nd, 2022

1st Publication (Orlando Sentinel)

Monday, August 22nd, 2022

RFP posting to Orange County Website and Distribution to Vendors

Monday, August 29th, 2022

2nd Publication (Orlando Sentinel)

Wednesday, August 24th, 2022

Site Visit

Tuesday, August 30th, 2022

Deadline for Receipt of Vendor Questions

Thursday, September 1st, 2022

Deadline for Receipt of all Bid Proposals (4:00p.m.)

Friday, September 2nd, 2022

Bid Opening (10:00a.m.)

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

II. RFP INSTRUCTIONS

A. Introduction

The Orange County Sheriff's Office, Orange County, Florida, is soliciting sealed proposals from qualified vendors to provide for the following: emergency law enforcement vehicle equipment, emergency law enforcement vehicle installation pricing and sales, as well as police emergency equipment and installation for replacement and or repairs on existing OCSO Fleet Vehicles. (Three Sections and Options listed in the III. Request for Proposal)

The equipment covered by this RFP is limited to "emergency equipment" for law enforcement/emergency vehicles.

B. Instructions to Proposers

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit sealed proposals to:

Orange County Sheriff's Office
Fiscal Management Purchasing Section
Attention: Rachelle Groetsch
2500 W. Colonial Dr.
Orlando, FL 32804
(407) 254-7148

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Fiscal Management Purchasing Section. **Proposals received after the specified time and date shall be returned unopened.** The proposals will be time/date stamped and shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest.**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

C. Definitions

The following terms are defined as the follows:

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22 Law Enforcement Vehicle Equipment and Installation Bid

- a. Bid Administrator – The Orange County Sheriff's Office employee who is responsible for administering the bid proposals and bid administration process.
- b. Proposer – The bidder that has been awarded the bid and agrees to sell vehicle equipment and upfitting services under the requirements, specifications and terms and conditions of this agreement.
- c. Bid – A competitive bid procedure initiated through the issuance of a solicitation for bids.
- d. Bidder – The vendor that submits a bid and documentation to the Orange County Sheriff's Office Bid Administrator in accordance with the terms and conditions herein.
- e. Emergency equipment – shall include but not be limited to sirens, emergency lights, radio components, antennas, prisoner transport cages, electrical wiring for computers, computer stands, electronic switches, auxiliary bumpers, etc.
- f. Factory – The manufacturer or assembly line for equipment and/or upfitting services.
- g. Dealer Option – A product or service provided by the dealer or third party but not the factory.
- h. Upfitter – An individual or business who installs non-factory options on a vehicle or equipment.
- i. MSRP – The manufacturer's suggested retail price, which represents the manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser.

D. Terms and Conditions

1. Acceptance/Rejection/Cancellation

The Sheriff reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in his sole judgment best serves the interest of the Orange County Sheriff's Office, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection.

The Sheriff reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award.

2. Clarification

The Sheriff reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

3. Withdrawal of Proposal

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the Sheriff the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

4. **Sealed Proposals**

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals' Number
- B. Date of Opening
- C. Name of Proposer

5. **Proposal Preparation**

Costs of preparation of a response to this request for proposals are solely the responsibility of the Proposer. The Sheriff assumes no liability for any such costs incurred by the Proposer. The Proposer also agrees that the Sheriff bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. **Bidder Qualifications**

In order for bids to be considered, new bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. Sound Off Signal has been selected to provide the electronic equipment for the new car installations. Sound Off Signal's product is called bluePRINT. Bidders seeking to sell Sound Off Signal equipment must be an authorized dealer for Sound Off Signal. Those seeking to do installation of Sound Off Signal equipment must be certified by Sound Off Signal to perform the work.

Equipment from Westin Bumper, Tiger Tough, Smartliner Floor Mats, Setina, Gamber Johnson, Ace K-9 and American Aluminum will also be used in some vehicles. Specific parts and requirements are further described in this RFP and its attachments.

Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had sustained claims filed against the bidder or the bidder's business; and has provided similar type products or services previously. The Bidder will also provide a list of similar products or services that have been provided to other Law Enforcement Agencies within the last three (3) years, and letter(s) from the manufacturer that the bidder is an authorized distributor for the proposed manufacturer.

7. **Orange County Sheriff's Office Standard Terms and Conditions**

Consultant must review and sign the Orange County Sheriff's Office Vendor Packet/W-9/ and Standard Terms and Conditions. **(LIST OF ATTACHMENTS AND DOCUMENTS, Exhibit B: Required Documents, Exhibit B-1 Orange County Sheriff's Office Vendor Application/Standard Terms and Conditions.** Any exceptions to this contract must be clearly indicated by return of the contract with the proposal, with exceptions clearly noted. The Sheriff has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

discretion. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

8. Insurance

The Vendor agrees to provide the Orange County Sheriff's Office with a Certificate of Liability Insurance certificate indicating the amount of coverage in force. Insurance requirements are listed in **IV. PROPOSAL FORMAT, Section C – Insurance**.

9. Award and Protests

Award may be all or none, by item, or any other basis as determined to be in the best interest of the Orange County Sheriff's Office. Upon completion of a thorough review and analysis of all bids received, the Orange County Sheriff's Office Purchasing Manager will issue a written award notice to all respondents. Award notification will be posted on the following website: WWW.OCSO.com.

The award notice will be made available by contacting Rachelle Groetsch, Purchasing Manager, at rachelle.groetsch@ocfl.net or (407) 254-7148.

A protest must be in writing and sent to Rachelle Groetsch, Purchasing Manager, at rachelle.groetsch@ocfl.net. Failure to file a protest with the Purchasing Manager by 5:00 PM on the fifth (5th) full business day of the date posted on the website shall constitute a waiver of a bid protest.

10. Mandatory Requirements

The Orange County Sheriff's Office has established certain mandatory requirements which must be included as a part of any proposal. The use of the terms "shall", "must" or "will" in this document indicates a mandatory requirement or condition.

The Sheriff's Office reserves the right to determine which proposal(s) meet the mandatory requirements of the RFP.

Titles:

1. Bid or proposal will be used interchangeably throughout this document.
2. Bidder, Proposer, Consultant, Contractor, Respondent or Vendor will be used interchangeably throughout this document.
3. Orange County Sheriff's Office (OCSO), Sheriff or Agency will be used interchangeably throughout this document.

11. Public Entity Crime

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

12. Availability of Funds

The Sheriff's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

13. Contract Term

It is the intent of the Sheriff to enter into a three (3) year term contract, with the possibility of two additional one (1) year terms for services as described herein.

14. Tax Status

The Orange County Sheriff's Office is a tax exempt governmental agency. As such, no federal, state or local taxes shall be charged or included in the bid price. A copy of the Sheriff's Tax Exempt status will be provided if requested by the Vendor.

15. Equal Opportunity

It is hereby declared that equal opportunity and nondiscrimination shall be the Sheriff's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified.

Further, the Vendor shall abide by the following provisions:

- A. The Vendor shall represent that the Vendor has adopted and maintains a policy of nondiscrimination.
- B. The Vendor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of this bid and the attached Orange County Sheriff's Office Standard Terms and Conditions.

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

The Vendor shall advise the Sheriff, in writing, of its intent to use any subcontractors in the fulfillment of the terms of this agreement. Any such subcontractor shall agree in writing to comply with the conditions contained within this agreement.

16. Questions Regarding this RFP

The OCSO Purchasing Manager, Rachelle Groetsch, is the single point of contact (the "Principal Contact") for all matters relating to this RFP. Vendors must direct all inquiries to Rachelle.Groetsch@ocfl.net.

Vendors will not, under any circumstances, contact any OCSO, Orange County Comptroller or Orange County government personnel, other than the Principal Contact to discuss this RFP.

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any discussion with any employee(s) of the above referenced entities. Vendors must not divulge submitted bid information prior to the official bid opening. Proposers shall not direct any queries or statements concerning their proposal to any Orange County Sheriff's Office employee, other than the Comptroller, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to rachelle.groetsch@ocfl.net no later than 4:00 PM, Tuesday, August 30th, 2022, to the attention of Rachelle Groetsch, Purchasing Manager, referencing the RFP #196-22.

Questions can be submitted to the attention of the OCSO Purchasing Manager, Rachelle Groetsch, via email: Rachelle.Groetsch@ocfl.net. All questions must be by the submitted due date of Tuesday, August 30th, 2022, and will be answered through the issuance of an addendum. The addendum will be issued to all vendors known to be in receipt of this RFP. Written communications from the Purchasing Manager will be the official Sheriff's Office response to vendor questions.

When required, the Purchasing Manager will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding.

This provision exists solely for the convenience and administrative efficiency of Sheriff's Office. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising therefrom.

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Orange County Sheriff's Office BID #196-22
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17. Reference Checks

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the Sheriff's Office may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the Sheriff's inquiries may negatively impact the evaluation of the Proposal. **(VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment A: Required Forms, Exhibit A-6)**

18. Confidential Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, the information will be considered subject to disclosure.

19. Negotiations

The OCSO expects to conduct detailed negotiations with each of the down-selected providers. Details regarding this process will be provided at the appropriate time to the Vendor, if it is chosen to be a down-selected provider, and may include discussions based on any aspect of a proposal.

The OCSO intends to have various representatives participate in all negotiations. The OCSO encourages down-selected providers, as appropriate, to have their legal counsel participate as well. However, the OCSO will not be precluded by the absence of down-selected providers' counsel from having its counsel participate, and down-selected providers will not be permitted to defer or revisit any matter due to the necessity of consultation with counsel.

20. Supplemental Information

If additional relevant material is produced by or becomes available to the OCSO, such material will be transmitted through the issuance of addendum to all RFP participants. Vendors should consider such information in their proposals, and the OCSO will assume all changes or additional requirements transmitted have been taken into account in Vendor's proposal (including with respect to pricing), unless otherwise specified. All limitations, terms, conditions and requirements for the original RFP shall apply to any addendums.

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22 Law Enforcement Vehicle Equipment and Installation Bid

21. No Representations or Warranties

The OCSO makes no representations or warranties regarding the accuracy or completeness of the information contained in this RFP or otherwise provided by the OCSO through the RFP process. Vendor is responsible for making its own evaluation of information and data contained in this RFP or otherwise provided by the OCSO, and for preparing and submitting responses to the RFP.

The OCSO has attempted to validate the information provided in this RFP, but it is possible the Consultant may detect inconsistencies or potential errors. While Consultant should identify these potential issues in its questions, Consultant should use the information provided on an "as-is" basis for its proposal.

22. Vendor Background

The Vendor must have an established history of successfully completing installations for law enforcement agencies, including no less than five (5) years of experience outfitting pursuit rated police vehicles. Vendor employees must have the necessary training, and certifications to ensure that they are properly trained to do the work required herein.

23. Vendor Location

All bidding vendors must be located or have services located within seventy-five (75) miles from the OCSO Fleet Facility located at 2200 W. Colonial Dr., Orlando, FL 32804, and must have the ability to transport vehicles and equipment between the Vendor location and the OCSO Fleet Facility.

24. Secured Vendor Facility

Awarded vendors must provide a secured, fenced-in area with camera surveillance to accommodate the simultaneous storage of multiple law enforcement vehicles. Vendor sites will be visited to ensure compliance with this requirement.

25. Storage Capacity

Vendors must have enough storage space to house emergency equipment for vehicles in their possession awaiting installation or repair of emergency equipment. OCSO will not pay for any storage fees for the storage of emergency equipment. The Vendor must have a secure fenced in area large enough to house the number and type of new vehicles the Vendor has offered to outfit in the bid response.

26. Site Visit

All bidders interested in responding to this RFP will be given the opportunity to examine an equipped prototype, (2021 Ford Interceptor SUV), to assist in determining costs associated with equipment installation. The site visit is for informational purposes only. The site visit is scheduled for 10:00a.m. to 12:00p.m., Wednesday, August 24th, 2022, at

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22 Law Enforcement Vehicle Equipment and Installation Bid

the Sheriff's Fleet Management facility located at 2200 W. Colonial Drive, Orlando, FL, 32804.

27. Sub-Contractors

The Bidder must be the actual installer of all equipment utilizing properly trained personnel, thoroughly familiar with the equipment to be installed. The Bidder shall not sub-contract any portion of installation work without the prior approval of the Sheriff.

28. Responsibility for Installation of Equipment

The Vendor shall ensure that any persons providing services, shall be an employee and must be trained and certified to do the work that is being requested. Work must be done in such a way that the factory warranties on the vehicles as well as the warranties on the installed equipment are not voided.

29. Inspection/Acceptance

Inspection and acceptance of the services will be accomplished at the designated delivery point by OCSO Fleet Management personnel. All installations will be inspected by the Sheriff's designee for quality and operation of equipment installed.

30. Next Best Bidder

In the event of a default by the Vendor, or cancellation by OCSO, the OCSO reserves the right to utilize the next best responsive and responsible bidder. In the event of this occurrence, the new Vendor shall be required to provide the bid services as contained in their bid response, for the remainder of the award period.

31. Emergency

If and when an emergency should occur, as determined by the Sheriff, the OCSO reserves the right to deviate from this contract and procure the item(s) from any available source.

32. Liabilities

In addition to indemnification requirements the Vendor will be held responsible for any loss of, damage to or unauthorized use of Sheriff/County property directly attributable to the action or negligence of the Vendor's employees. Monetary charges, such as OCSO equipment repair or replacement cost, etc. may be deducted from the Vendor's most current invoice being processed.

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

III. REQUEST FOR PROPOSAL

A. Purpose

The Orange County Sheriff's Office (OCSO) in Orlando, Florida is soliciting sealed proposals from qualified companies to provide the following:

- 1) New Car Emergency Equipment Vendors: Sound Off Signal has been selected to provide the emergency equipment for new car installation. Bidder's shall include competitive pricing, listing their percentage off Manufacturer's List Price for equipment to be installed in new Law Enforcement Vehicles. All Bidders shall include proof that they are a certified vendor of Sound Off Signal equipment.
- 2) New Car Emergency Equipment Installation Vendors: Sound Off Signal has been selected to provide the emergency equipment for new car installation. . All Bidders shall include proof that they are a certified installer of Sound Off Signal equipment. Bidder's employees providing installation services shall be certified by Sound Off Signal as qualified to do the installations. Bidders shall provide pricing for all installation/labor of new equipment.
- 3) Replacement and Repair of Emergency Equipment for Existing Fleet: Competitive pricing for equipment and installation for replacement of emergency equipment needed for repairs to existing OCSO vehicles. Bidders should include separate prices based upon a percentage off MSRP as well as costs for labor and installation.

B. Warranty

The vendor shall warranty all materials and workmanship against defects for a period of five (5) years following the date of final inspection and acceptance by the Orange County Sheriff's Office Fleet Management personnel. The Vendor shall provide an on-site experienced technician within one (1) business day after receiving written (email) notification of equipment malfunction. The Parties will identify the appropriate contacts after the bid is awarded. The contact information shall be in writing. Any change to the contacts will be provided to the other party in writing within two (2) business days. Requests for Warranty services will be made in writing via email, to the contact listed herein. Delivery and receipt of any such emails shall be confirmed through Read Receipt through Outlook.

C. Scope of Work

NEW OCSO VEHICLE EQUIPMENT PROVIDER

1. DEFINITIONS

- A. bluePRINT Central Controller – A product of Sound Off Signal which permits the centralized control of various electronic systems relating to police

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

vehicles including but not limited to emergency lights, emergency sirens, control of accessory equipment (computers, flash lights, radios, etc.)

- B. "Shut Down" refers to the length of time a piece of equipment continues to charge when the vehicle's ignition is turned off.

2. TRAINING

The Vendor will provide factory training for OCSO Fleet personnel. Blueprint training shall include diagnostic and programming functions. OCSO personnel completing the training will receive a certification from Sound Off Signal.

3. PRE-WIRE INSTALLATION AND SET-UP INSTRUCTIONS FOR NEW VEHICLES/EQUIPMENT.

Vendor shall pre-wire several items thru the bluePRINT computer control system in accordance with **VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment B: Required Documents, Exhibit B-4 Detailed Wire Schematic & Location of Wires Diagram.** The wiring will be in accordance with the vehicle manufacturer and equipment installation specifications.

Vendor will ensure that particular attention is given to the location and amperage of in line fuses installed during the pre-wiring to ensure the protection of the equipment which will be installed by OCSO personnel. Damage to OCSO vehicles or installed equipment resulting from the faulty or inadequate installation of fuses shall be the responsibility of the Vendor.

Vendor is required to program bluePRINT to monitor battery loads to ensure that OCSO vehicles have sufficient battery life to be restarted after the ignition has been turned off.

The following items shall be installed in accordance with the vehicle and equipment schematics.

- a. Wiring for Computer Stands will be programmed to have a thirty (30) minute shut-down. Wires shall come out between the front passenger side and the center console.
- b. Wiring for Police Radios will be programmed to have a two (2) hour shut-down. Vendor shall install an antenna mounted on the front windshield; passenger side. If a second radio is required, additional wiring for the second radio will be needed. All radio wires shall terminate in the center front console
- c. Wiring for the Printer will be programmed to have a thirty (30) minute shut-down. All wires shall terminate in the center console.
- d. Wiring for the Drive-Cam will be programmed to have a thirty (30) hour shut-down. Vendor will ensure that the Drive Cam wiring has a power, ground and ignition wire terminating on the Passenger Side A-pillar.

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- e. Wiring for the Flash Light will be set on a thirty (30) minute shut-down. Wiring shall terminate in the center console.
- f. Vendor must provide two (2) accessory ports and two (2) USB ports in the center console that will be programmed with a thirty (30) minute shut- down.

4. **PURCHASE OF NEW POLICE EMERGENCY EQUIPMENT FOR NEW POLICE VEHICLES**

The OCSO seeks Vendors who are interested in providing new emergency equipment for OCSO New Law Enforcement Vehicles.

Large portions of the emergency equipment sought in this RFP are manufactured by Sound Off Signal. Bidders seeking to sell Sound Off Signal equipment must be an authorized dealer for Sound Off Signal and shall provide proof of such authorization in their bid response.

Vendors shall submit their percentage off the manufacturer's list price for the manufacturer's listed on the vendor response form. **(VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment A: Required Forms; Exhibit A-7 Vendor Response Form, Attachment A – Police Emergency Equipment Vendor)**

The approximate number of new vehicles requiring the installation of emergency equipment will change every year. OCSO will advise Vendors of expected new vehicle purchases and the resulting emergency equipment needed for installation on a yearly basis, during the term of this agreement. Vendors will accept the number and types of equipment they will install in writing prior to any work being completed.

Vendors must provide proof that they can sell, warrant and service all equipment according to the bid list. Examples of acceptable proof include: letters from the manufacturer, good standing letters, or a distribution letter from a manufacturer.

Vendors may receive individual specifications for the installation of equipment for new vehicles being assigned to specialty units or to senior managers within the agency. Pricing for the complete installation shall be based upon the MSRP and labor rates listed in the RFP response. A written detailed description of the vehicle type and equipment list will be provided by Fleet Management to Vendor who shall sign acknowledging the specifications before the work commences.

NOTE: Any vendor that has access to additional manufacturers not on the list are welcome to add the name of the manufacturer's and their percentage off price.

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5. EMERGENCY EQUIPMENT INSTALLATION VENDORS FOR NEW OCSO VEHICLES

This Section of the RFP is requesting proposals from Vendors who are interested in installing emergency equipment in New Law Enforcement Vehicles. Sound Off Signal has been selected to provide the electronic equipment for new car installations. Sound Off Signal's product is called bluePRINT.

Those seeking to do installation of equipment including but not limited to Sound Off Signal, must be certified by the manufacturer to do the work. In the event that a Vendor's employees or agents, install equipment in a manner that voids the vehicle or equipment's warranties, the Vendor shall be responsible to remediate or assume financial responsibility for the loss of the warranty coverage.

Equipment from Westin Bumper, Tiger Tough, Smartliner Floor Mats, Setina, Gamber Johnson, Ace K-9 and American Aluminum will also be used in some vehicles. Specific parts and requirements are further described in this RFP.

Vendors who would like to provide installation services for emergency equipment for new vehicles and are selected, will need to order all the products needed to complete any new vehicles currently delivered to the OCSO within five (5) business days.

Vendors will be required to order enough equipment to complete 50% of the vehicles that they are awarded under this bid, if less than the number of delivered vehicles listed in the previous paragraph; and to continue to maintain an inventory of equipment sufficient to ensure that installation of equipment and wiring is not delayed due to a lack of available inventory. Delays resulting from a failure to comply with this provision will result in liquidated damages of \$100.00 (one hundred dollars) per day per vehicle. Vendors shall notify Sheriff of any delays within one (1) business day.

Vehicles may be delivered directly to the Vendor from the manufacturer or from the OCSO for installation services. In the event that equipment is purchased from one Vendor for installation by another Vendor, OCSO will coordinate the transport of vehicles and equipment. Once the vehicles are delivered to the Vendor, each vehicle will be inspected for damage or defects by both OCSO Fleet Personnel and the Vendor. Documentation provided by OCSO will have both parties sign to verify that the vehicle has no damage upon delivery and that the vehicle information matches the auto dealer's specifications.

After the initial delivery of the vehicles to the Vendor's location, the Vendor will be responsible for any and all costs associated with transporting the vehicles from their location to OCSO Fleet or other locations as determined by OCSO.

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The Vendor will need to provide the following information to the Fleet Director, Angel Maldonado, (Angel.Maldonado@ocfl.net), within one week of bid award notification: name, date of birth, and driver's license number for all employees responsible for installing equipment and/or transporting vehicles from the vendor facility to OCSO Fleet or other location.

The Vendor must have enough storage space to house the new OCSO vehicle and the new emergency equipment for the entire time that the vehicle is in their possession. OCSO will not pay for any storage fees for the new vehicle emergency equipment. The Vendor must have a secured fenced area with camera surveillance large enough to house the number of vehicles that the vendor has specified in the bid response.

Vendors must indicate how many vehicles they can accept at their location at the same time. The bid will also describe how many vehicles can be completed in a week and how long it will take to complete each individual vehicle. Installation Vendors will need to provide a detailed Bid Price for the installations they are seeking to provide. **(VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment A: Required Forms, Exhibit A-7 Vendor Response Form, Attachment B – Police Emergency Equipment Installation Vendor)**

Installation Vendors may be required to pick up vehicles for installation from a pre-determined location and return completed vehicles to OCSO Fleet. The Vendor will be responsible for any and all costs associated with transporting the vehicles from the pre-determined location to the Vendor's facility and back to OCSO Fleet at 2200 W. Colonial Drive, Orlando, Florida.

All Vendors must complete a detailed wire schematic and a diagram specifying the location of wires in each vehicle to OCSO Fleet. **(VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment B: Required Documents, Exhibit B-4 Detailed Wire Schematic & Location of Wires Diagram)** (Vendor will provide this document with each delivered vehicle to OCSO Fleet Management).

The Vendor will provide warranty documents and ensure that they are included with the delivery of each completed vehicle. Vendors shall meet the required deadline as specified in the bid specifications. Vendor shall start installation work on the OCSO vehicles within five (5) business days of receiving the vehicles.

Installation requirements:

Upon delivery of each completed vehicle to OCSO Fleet, the Vendor will provide a detailed explanation of equipment installation. Each vehicle type (make, model and assignment) will be wired the same and the location of the equipment will be the same. Vendor shall provide the OCSO with a wiring schematic and programming setup upon

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Orange County Sheriff's Office BID #196-22
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delivery of each vehicle to OCSO Fleet to include photographs of wiring and locations of connections, fuses, modules, and equipment listed in: **(VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment B: Required Documents, Exhibit B-4 Detailed Wire Schematic & Location of Wires Diagram)** (Vendor will provide this document with each delivered vehicle to OCSO Fleet Management).

- All installations shall conform to the requirements issued by the vehicle and equipment manufacturers, including but not limited to adapter plugs, fuses and circuit breakers.
- All wires used in the installation shall be individually labeled for simpler diagnostics.
- All wiring performed during installation shall be designed for severe under-the-hood temperatures of 200 degrees.
- Installers shall use heat shrink connectors when appropriate to protect against water intrusion. This shall generally apply to areas exposed to the elements.
- Installers shall allow and coordinate with OCSO Fleet the installation of vehicle graphics. OCSO Fleet will be working with selected Graphics Bid Awardee's to install graphics at the Installers location. (Bid ITB#192-22 – GDI, Public Safety Supply, Global Public Safety LLC.)
- Vendors shall use new equipment (unless materials are specifically provided by OCSO) and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound.
- Vendors shall not install equipment in a manner that would void the vehicle or factory warranty. Vendor shall indemnify and be responsible for any costs associated with a voided warranty caused by its failure to properly follow manufacturer's instructions.
- OCSO reserves the right to modify any vehicle specifications based on agency needs or vehicle requirements. Any such changes will be made in writing and signed by both the OCSO and the Vendor. Any changes in cost associated with the change shall also be included in the written notice.
- Warranty documents and manufacturer's documentation shall accompany each vehicle in a packaged envelope upon delivery to OCSO Fleet at 2200 West Colonial Drive, Orlando, Florida. The envelope will have the vehicle's VIN number written on it.
- A summary of all installed equipment shall include the model and serial numbers, and be submitted in an easy to read table, such as Excel or a Word Document for every vehicle outfitted upon delivery to OCSO Fleet Management, 2200 W. Colonial Drive, Orlando, FL 32804.

6. EQUIPMENT AND INSTALLATION VENDORS FOR REPLACEMENT & OR REPAIRS ON EXISTING FLEET

This Section of the RFP is requesting bids from Vendors who wish to provide emergency police equipment and/or installation/repair/replacement services for the OCSO's existing

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Fleet. Vendors interested in bidding on this will need to **complete both sections of the Vendor Response (Equipment Vendor and Installation Vendor section) and select the Repair and Replacement Option. Vendors selected for this option will need to abide by the same requirements as the Equipment and Installation Vendors listed above.** Vendors can provide bids for sale of emergency police equipment only, installation of emergency police equipment only or both.

IV. PROPOSAL FORMAT

The Sheriff reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein.

A. Disclosures

Disclosure of any claim, lawsuits or litigation

Vendors shall provide a list of any and all claims, lawsuits or litigation and the result of that action which emanated from any public project undertaken by Vendor either as a contractor or subcontractor where litigation is still pending or has occurred within the last five (5) years or b) any type of project where claims or settlements were paid by the Vendor or its insurers within the last five (5) years.

B. References

Consultant shall provide project descriptions and verifiable references for at least three (3) of Vendor's previous or current customers that, to the extent possible, are local (or state) governments, have similar geographic footprints and for which Consultant has provided similar services. (VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment A: Required Forms, Exhibit A-6)

C. Insurance

Insurance Requirements:

1. Worker's Compensation per the statutory limits of the State of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability \$1,000,000 per occurrence for bodily injury property damage to include Premises/Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications). General aggregate \$3,000,000. Automobile Liability - \$1,000,000 each occurrence – owned / non-owned / hired automobiles included, if vehicles or equipment are transported or delivered via driving the vehicle to the purchaser.
4. The Orange County Sheriff's Office must be named as an additional insured on the liability policies, and it must be stated on the Certificate of Liability.

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

5. Garage Insurance - \$1,000,000
6. Thirty (30) days written cancellation notice required.
7. Evidence of this insurance may be required within five (5) days after bid opening.

(VI. LIST OF ATTACHMENTS AND DOCUMENTS, Attachment B – Required Documents, Exhibit B-2: Certificate of Insurance (Vendor Provided)

D. Required Forms

Consultant shall complete all the required forms as included in VI. List of Attachments and Documents, Attachment A – Required Forms.

1. Exhibit A – 1 Vendor Contact Information
2. Exhibit A - 2 Acknowledgement of Addenda
3. Exhibit A - 3 Conflict/Non-conflict of Interest Statement
4. Exhibit A - 4 Authorized Signatories/Negotiators
5. Exhibit A - 5 Drug-Free Workplace Form
6. Exhibit A - 6 References
7. Exhibit A - 7 Vendor Response Form

Attachment A – Police Emergency Equipment Vendor

Attachment B – Police Emergency Equipment Installation Vendor

Attachment C – Police Emergency Equipment & Installation Vendor for Replacement and or Repairs on Existing OCSO Fleet Vehicles

E. Orange County Sheriff's Office Standard Terms and Conditions

All Vendors must review and sign the Orange County Sheriff's Office Vendor Packet (Including Vendor Application, W-9, and Orange County Sheriff's Office Standard Terms and Conditions). (LIST OF ATTACHMENTS AND DOCUMENTS, Exhibit B: Required Documents, Exhibit B-1 Orange County Sheriff's Office Vendor Application/Standard Terms and Conditions.

F. Financial Information

All Vendors must submit their recent 2022 quarterly financial statement showing year to date information and last years audited annual year-end report for 2021. (LIST OF

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

ATTACHMENTS AND DOCUMENTS, Attachment B: Required Documents, Exhibit B-3 - 2022 Quarterly Financial Statement and 2021 Audited Annual Year End Report (Vendor Provided)

G. Proposal Submission

Vendors must utilize the enclosed Vendor Response Form for submission of any or all prices. Prices must include any freight, or shipping charges (FOB Destination) to the Agency. The Orange County Sheriff's Office is tax exempt. As such, no federal, state or local taxes shall be charged or included in the bid price. Vendors desiring to provide the specified goods/services as specified in this RFP must submit one (1) original and four (4) complete printed copies, and one (1) copy on a USB thumb drive, of its entirety no later than 4:00p.m., Thursday, September 1st, 2022, to:

For Mail Delivery:

Orange County Sheriff's Office
Rachelle Groetsch
Purchasing Section
P.O. Box 1440
Orlando, FL 32802

For Hand Delivery or Overnight Carrier (Mark package "URGENT"):

Orange County Sheriff's Office
Attention: Rachelle Groetsch, Purchasing Manager
2500 West Colonial Drive
Orlando, FL 32804

All Consultants delivering bid packages to the physical address listed above must notify Purchasing at (407) 254-7147 or (407) 254-7150 **immediately upon arrival.**

A bid receipt will be furnished to the Consultant confirming delivery upon acceptance of the bid package by purchasing personnel.

The sealed envelope must be marked in the lower left outside corner with the Consultant name and "RFP # 196-22".

ALL bids must be received by the Purchasing Section by 4:00p.m. on Thursday, September 1st, 2022, regardless of the delivery method. It is the sole responsibility of the bidder to ensure their respective bid/proposal reaches the Sheriff's Purchasing Section. All bids received after the date and time specified above will be returned unopened. The Orange County Sheriff's Office will not be responsible for late deliveries or delayed mail.

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Proposals may not be amended by the Vendor after the submission deadline. All materials submitted in connection with Vendor's response to this RFP, notwithstanding any legends on the Proposal or any other statements to the contrary, will become the property of the OCSO and may be returned only at the OCSO's option. Vendors acknowledge the State of Florida has a broad Public Records law (Chapter 119, F.S.) and documents submitted by them in response to this RFP will be accessible to the public in accordance with this law.

V. EVALUATION CRITERIA

A. Qualifying Proposals

OCSO will review each submitted proposal to determine whether it is a Qualifying proposal. A qualifying proposal is one that meets all of the criteria set forth herein. All proposals that **ARE NOT** a qualifying proposal will be disqualified from this RFP process.

A qualifying proposal is a proposal:

1. Submitted by due date specified in Section IV: Proposal Format; Subsection G: Proposal Submission.
2. Submitted in the form and format outlined in Section IV: Proposal Format.
3. Conforms to the scope and requirements as specified in Section III: Request for Proposal; Subsection C: Scope of Work

B. Evaluation of Qualifying Proposals

OCSO will evaluate each qualifying proposal based on the degree to which it complies with OCSO's requirements, as articulated in this RFP. The selection criteria will be based on the lowest and/or best bid; qualified to provide the services, proof of ability to provide services and requested personnel; proof of financial stability based upon other contracts they hold and a good credit rating.

VI. LIST OF ATTACHMENTS AND DOCUMENTS

A. Attachment A: Required Forms

1. Exhibit A-1 Vendor Contact Form
2. Exhibit A-2 Acknowledgement of Addenda
3. Exhibit A-3 Conflict/Non-conflict of Interest Statement
4. Exhibit A-4 Authorized Signatories/Negotiators
5. Exhibit A-5 Drug-Free Workplace Form
6. Exhibit A-6 Vendor References Form
7. Exhibit A-7 Vendor Response Form

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Attachment A – Police Emergency Equipment Vendor

Attachment B – Police Emergency Equipment Installation Vendor

Attachment C – Police Emergency Equipment & Installation Vendor for
Replacement and or Repairs on Existing OCSO Fleet Vehicles

B. Attachment B: Required Documents

1. Exhibit B-1 Orange County Sheriff's Office Vendor Application
2. Exhibit B-2 Certificate of Insurance (Vendor Provided)
3. Exhibit B-3 2022 Quarterly Financial Statement and 2021 Audited Annual Year End Report (Vendor Provided)
4. Exhibit B-4 Detailed Wire Schematic & Location of Wires Diagram (Vendor Provided upon delivery of each vehicle delivered to OCSO Fleet)

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Attachment A: Required Forms

Exhibit A-1 Vendor Contact Form

Orange County Sheriff's Office

Fiscal Management-Purchasing Section

Attention: Rachelle Groetsch

2500 W. Colonial Dr.

Orlando, FL 32804

RFP # 196-22

Law Enforcement Equipment and Installation Bid

Vendor Contact Information

Business Name: _____

Business Address: _____

Contact Person's Name: _____

Contact Person's Title: _____

Contact Email Address: _____

Contact Phone Number: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Attachment A: Required Forms

Exhibit A-2 Acknowledgement of Addendum

The bidder/proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it with their respective proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid or proposal. Material impacts include but are not limited to changes to scope of service, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. 1

Print Name of Representative: _____

Sign: _____ Date: _____

Addendum No. 2

Print Name of Representative: _____

Sign: _____ Date: _____

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Orange County Sheriff's Office BID #196-22
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Attachment A: Required Forms

Exhibit A-3 Conflict/Non-Conflict of Interest Statement

CHECK ONE

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office for this project.

OR

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to clients, contracts, property interest, or officer, director or agent of the Orange County Sheriff's Office for this project.

LITIGATION STATEMENT

CHECK ONE

☐ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL 26

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Orange County Sheriff's Office BID #196-22
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Attachment A: Required Forms

Exhibit A-4 Authorized Signatories/Negotiators

The proposer represents the following persons are authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone Number</u>

(Signature)

(Title)

(Name of Business)

(Business Telephone Number)

(Mailing Address)

(Business Physical Address)

(City, State, Zip)

(City, State, Zip)

The proposer shall complete and submit the following information with the proposal:

Type of Organization

____ Sole Proprietorship ____ Partnership

____ Joint Venture ____ Corporation

State of Incorporation: _____

Federal I.D. or Social Security number is _____

E-mail Address: _____

Fax Number: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Attachment A: Required Forms

Exhibit A-5 Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that

_____ Does

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Vendor's Signature _____
Date _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL 28

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Attachment A: Required Forms

Exhibit A-6 Vendor References

Bidder must provide the following information for three (3) previous clients in which similar scope of services were performed within the last five (5) years.

Reference No. 1

Company Name:	
Location: (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 2

Company Name:	
Location: (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

Reference No. 3

Company Name:	
Location: (City, State):	
Date of Service:	
Contact Person:	
Contact Number:	
Email Address:	

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

EQUIPMENT VENDORS

Attachment A: Required Forms

Exhibit A-7 Vendor Response Form

Attachment A: Police Emergency Equipment Vendor

PROPOSERS SHOULD COMPLETE EACH SECTION THAT IS APPLICABLE

Bid Pricing for Equipment – Please check yes or no if bidding to be an Equipment Provider Vendor

<u>YES</u>	<u>NO</u>
-------------------	------------------

The Vendor has carefully examined the Bid Package and all conditions affecting the cost of the service or items required by the OCSO.

The Vendor certifies that any exceptions to the Bid specifications are noted in the Bid Response. The Vendor also understands that any exceptions presented after the award may be cause for cancellation of the Bid Award.

The Vendor hereby purposes to furnish the below described service for commodity in accordance with the Bid Package.

The published hourly rate shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted for the full term of the contract.

Pricing shall be offered as a percentage discount off of the manufacturer's list price, as indicated below:

<u>MANUFACTURER</u>	<u>PERCENTAGE</u>
a) Setina	_____ % Off Manufacturer's List Price
b) Gamber Johnson	_____ % Off Manufacturer's List Price
c) Sound-Off Signal	_____ % Off Manufacturer's List Price
d) Havis Shield	_____ % Off Manufacturer's List Price
e) Westin Bumper	_____ % Off Manufacturer's List Price

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL 30

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- f) American Aluminum _____ % Off Manufacturer's List Price
- g) Harley Davidson _____ % Off Manufacturer's List Price
- h) Whelen _____ % Off Manufacturer's List Price
- i) Magnetic Mic _____ % Off Manufacturer's List Price
- j) Tiger-Tough _____ % Off Manufacturer's List Price
- k) Smartliner Floormat _____ % Off Manufacturer's List Price
- l) Winch Warn _____ % Off Manufacturer's List Price
- m) Laguna _____ % Off Manufacturer's List Price
- n) Fenix _____ % Off Manufacturer's List Price

List Any Additional Manufacturer's that you can purchase from and the percentage off manufacturer's list price that you offer:

COMPANY NAME	PERCENTAGE OFF
	%
	%
	%

COMPANY NAME

REPRESENTATIVE (PRINT NAME)

DATE

SIGNATURE

The Vendor Response Form must be signed by an authorized company representative

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the bidder to sign this response.

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

INSTALLATION BIDDERS

Attachment A: Required Forms

Exhibit A-7 Vendor Response Form

Attachment B – Police Emergency Equipment Installation Vendor

PROPOSERS SHOULD COMPLETE EACH SECTION THAT IS APPLICABLE

The Orange County Sheriff's Office is requesting that Equipment Installation Vendors list how many vehicles can be securely stored at the Vendor's location while being serviced? _____

PRICING FOR LAW ENFORCEMENT VEHICLE EQUIPMENT INSTALLATION- Please check "yes" or "no" to indicate whether you are bidding to be an Installation Provider Vendor

<u>YES</u>	<u>NO</u>
-------------------	------------------

Any changes to the equipment or the method of installation, including brand, connectors, type of vehicle, location of installation, or any other changes that affect the time line for installation or the price quoted herein, shall require the party requesting such changes to provide a written change order to the other party with copies to the Sheriff's Purchasing Manager. No changes shall commence until the change order has been signed.

New Equipment Example- Marked Ford Interceptor SUV

<u>ITEM</u> Ford Interceptor SUV	<u>SPECIFICATION</u>
---	-----------------------------

EQUIPMENT INSTALLATION-MARKED UNIT

Vehicle types and quantities for the
Installation of police equipment for a marked
Ford Interceptor SUV police vehicle:

NUMBER OF UNITS ORDERED

NUMBER OF VEHICLES INCLUDED IN YOUR
BID

75 - Ford Interceptor SUV

Bid Price for Installation: \$ _____

The approximate time to complete one (1)
marked Ford Interceptor SUV police vehicle: _____ day(s) _____ hour(s)

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL 32

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Orange County Sheriff's Office BID #196-22
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How many vehicles can be completed per week: _____ vehicle(s)

New Equipment Example- Marked Ford Interceptor SUV

<u>QUANTITY</u>	<u>Police Equipment includes, but is not limited to the following:</u>	
1	SOUND-OFF	SOI Tri color Front INT BAR –ENFWB009CW- FRONT INTERIOR BAR –TRI COLOR RED/BLUE/WHITE
1	SOUND-OFF	SOI 202+PIU SPOILER 6 MOD R/B/W TRI COLOR LIGHTS-RED/BLUE/WHITE – 6 MODULE REAR SPOILER LIGHT/BRACKETS EMPAK003JP
1	SOUND-OFF	ENGSA582CSR – SOI BLUEPRINT SIREN AMP
1	SOUND-OFF	ENGLMK008 – SOI BLUEPRINT LINK MICRO KITO
5	SOUND-OFF	ENGND04101 – SOI BLUEPRINT REMOTE NODE
5	SOUND-OFF	ENGHNK03 SOI 10' BLUEPRINT HARNESS KIT
2	SOUND-OFF	ETSS100J – SOI 100J SERIES COMPOSITE SPEAKER. 100J SERIES COMPOSITE SPEAKER W/UNIVERSAL BAIL BRKT-100 WATT.
1	SOUND-OFF	ESTKLF100 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKERS
1	SOUND-OFF	EMPS2QMS2R SOI MPOWER FASCIA 4" 6-LED QUICK MNT RED UNDER THE HATCH –DRIVER SIDE 1
1	SOUND-OFF	EMPS2QMS2B SOI MPOWER FASCIA 4" 6-LED QUICK MNT BLUE UNDER THE 5 HATCH PASSENGER SIDE 1

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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Law Enforcement Vehicle Equipment and Installation Bid

6	SOUND-OFF	EMPS4STS5RBW SOI MPOWER HD 4" 18 LED R/B/W SIDE CARGO WINDOWS BOTTOM CENTER WITH SHROUD TOTAL OF 4 – HATCH DOOR REAR FACING ON GLASS 2 – TRI COLOR RED/BLUE/WHITE
2	SOUND-OFF	PMP2WSDDDB – SOI 4" MPOWER DUAL WINDOW SHROUD-BLACK - FOR USE WITH SIDE CARGO LIGHTS.
2	SOUND-OFF	PMP2WSSSB- SOI 4" MPOWER SINGLE WINDOW SHROUD-BLACK FOR LIGHTS IN HATCH GLASS.
4	SOUND-OFF	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE – DUAL COLOR LIGHT – RED/BLUE – HEADLIGHTS -2 – REVERSE LIGHT -2
4	SOUND-OFF	ENT3B3RBW – SOI INTERSECTOR 18-LED SFC MNT, BLK HSG RED/BLUE/WHITE TRI COLOR RED/BLUE/WHITE SIDE OF PUSH BUMPER -4
4	SOUND-OFF	EMPS2STS5RBW – SOI MPOWER FASCIA 4" 18-LED STUD MNT RED/BLUE/WHITE. PUSH BUMPER LIGHTS-FORWARD FACING 4- TRI COLOR RED/BLUE/WHITE
1	GAMBER-JOHNSON	CENTER CONSOLE (1)– 7170-0735-08 – 2020+ FORD POLICE INTERCEPTOR UTILIT SHORT CONSOLE B – SHORT CONSOLE BOX WITH CUP HOLDER, ARM REST AND MONGOOSE XLE9" MOTION ATTACHMENT.
1	GAMBER-JOHNSON	7160-0322 GJ FULL FACE PLATE MOTOROLA XTL 2500/5000 FULL SIZE
1	GAMBER-JOHNSON	20032 – GAMBER JOHNSON SOUND OFF 500 SERIES FACE PLATE
3	GAMBER-JOHNSON	3130-0155 GJ-3 BLANK FILLER PLATE
3	GAMBER-JOHNSON	3130-0154 GJ2 BLANK FILLER PANEL FROM MCS CONSOLE

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	GAMBER-JOHNSON	3130-0152 GJ MCS ½ BLANK FILLER PANEL
1	GAMBER-JOHNSON	7160-0250 – GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE. WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH – 10.62 TO 16.5 INCHES – THICKNESS UP TO 1.50 INCHES – DEPTH 9.00 TO 12.38 INCHES
1	GAMBER-JOHNSON	FACE PLATE WITH 12V KNOCKOUT 3130-0361
3	GAMBER-JOHNSON	12V OUTLET 7160-0063
1	SETINA	PK0602ITU20TM – SMC #10VS C RP UNCOATED POLY PARTITION
1	SETINA	PK0316ITU202ND – SMC 12VS CARGO AREA PARTITION COATED POLY – CARGO AREA REAR PARTITION #12 STATIONARY WINDOW COATED POLYCARBONATE FOR USE WITH 2ND ROW SEAT
1	SETINA	WK0514ITU20H SMC WINDOW BARRIER STEEL HORIZONTAL
2	SETINA	QK0634ITU20 – SMC OEM REPLACEMENT SEAT WITH CTR PULL BLETTS FITS 2020+ FORD PIUT
2	SETINA	GUN RACK Orange County Sheriff's Office SPECIFIC – GK21181UHK SMC SINGLE GUN RACK.
1	WESTIN	PUSH BUMPER – 1- 36-2125 WESTIN 2020 FORD PI UTILITY BUMPER
1	WESTIN	PUSH BUMPER – 1- 36-6005SMP4 – WESTIN 4 HEAD TOP CHANEL FOR SOS MPOWER
1	WESTIN	PUSH BUMPER – 1- 36-2125WC WESTIN WIRE COVER – MUST HAVE A QUICK DISCONNECT FOR EASY REMOVAL

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	MAGNETIC MIC	MAGNETIC MIC – 2- MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT
1	TIGER-TOUGH SEAT COVER	SETA COVERS – T52140B – 2020+ TIGERT FORD POLICE INTERCEPTOR UTILITY WITH IRONB
1	SMARTLINER FLOORMAT	FLOOR MATS – 1 SA0423-DANA – SMARTLINER PI SUV CUSTOM FIT FLOOR MATS 1ST ROW LINER – SMARTLINER CUSTOM FIT FLOOR MATS 1ST ROW LINER SET BLACK FOR 2020+ FORD EXPLORER FITS 6 AND 7 PASSENGER MODELS.
1	SOUND-OFF	DOMELIGHT REAR CARGO – 1- ECVDMLTAL00 – SOI UNIVERSAL DOME LIGHT ALL LED RED/CLEAR

Equipment Installation – Unmarked Unit Ford Interceptor SUV

ITEM: Unmarked Unit Ford Interceptor Suv

SPECIFICATION

Vehicle types and quantities for the *Installation* of police equipment for an un-marked Ford Interceptor SUV police vehicle:

NUMBER OF VEHICLES
INCLUDED IN YOUR BID

Number of Units Ordered
20- Ford Interceptor SUV

Bid Price for Installation: \$ _____

The approximate time to complete one (1) un-marked Ford Interceptor SUV police vehicle:

_____ day(s) _____ hour(s)

How many vehicles can be completed per week:

_____ vehicle(s)

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

New Equipment Example- Un-Marked Ford Interceptor SUV

INSTRUCTIONS		
Integrated with vehicle lights and sirens		
Includes windows and tailgate.		
Must use factory remotes to activated alarm.		
Material to cover both front doors.		
Must be prewired for 12v & integrated with control system.		
QUANTITY	<u>Police Equipment includes, but is not limited to the following:</u>	
1	SOUND-OFF	MIS SOI TRI COLOR FRONT IN BAR - #ENFWB009CW – FRONT INTERIOR BAR – TRI COLOR RED/BLUE/WHITE
1	SOUND-OFF	EMPAK003JP SOI-2020+ PIU SPOILER 6 MOD R/B/W TRI COLOR LIGHTS RED/BLUE/WHITE 6 MODULE REAR POLICE LIGHTS/BRACKETS
1	SOUND-OFF	ENGSA582CSR – SOI BLUEPRINT SIREN AMP
1	SOUND-OFF	ENGLMK008 SOI BLUEPRINT LINK MICRO KIT
5	SOUND-OFF	ENGND 04101 SOI-BLUEPRINT REMOTE NODE
5	SOUND-OFF	ENGHNK03 SOI 10' BLUEPRINT HARNESS KIT
2	SOUND-OFF	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER – 100J SERIES COMPOSITE SPEAKER W/UNIVERSAL BAIL BRKT- 100 WATT.
1	SOUND-OFF	SYNC-ENGSYM01
1	SOUND-OFF	ETSKLF100 SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEAKER
1	SOUND-OFF	EMPS2QMS2R SOI MPOWER FASCIA 4" 6-LED QUICK MNT RED – UNDER THE HATCH – PASSENGER SIDE 1

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

1	SOUND-OFF	EMPS4STS5RBW – SOI MPOWER HD 4” 18 LED QUICK MNT BLUE – UNDER THE HATCH PASSENGER SIDE 1
6	SOUND-OFF	EMPS4STS5RBW – SOI MPOWER HD 4” 18 LED STUD MNT R/B/W SIDE CARGO WINDOWS-BOTTOM CENTER WITH SHROUD –TOTAL OF 4 HATCH DOOR REAR FACING ON GLASS 2 TRIO COLOR RED/BLUE/WHITE
2	SOUND-OFF	PMP2WSDDDB SOI 4” MPOWER DUAL WINDOW SHROUD-BLACK - FOR USE WITH SIDE CARGO LIGHTS.
2	SOUND-OFF	PMP2WSSB – SOI 4” MPOWER DUAL WINDOW SHROUD-BLACK FOR LIGHT ON HATCH GLASS
4	SOUND-OFF	ELUC3H010J – SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE DUAL COLOR LIGHT-RED/BLUE -- HEADLIGHT-2 – REVERSE LIGHT 2
2	SOUND-OFF	MISC SOI -50” RUNNER TRI COLOR R/B/W #ESLRL50048– TRI COLOR LIGHTS – RED/BLUE/WHITE – SIDE RUNNER LIGHTS – 2
3	SOUND-OFF	EMPS2QMS5RBW SOI MPOWER FASCIA” 18-LED QUICK MNT RED/BLUE/WHITE – TRI COLOR RED/BLUE/WHITE LICENSE PLATE LIGHT – 3
1	SOUND-OFF	PMP2BRK2LPF – SOI LICENSE PLATE FRAME KIT FOR USE W/(3) 4” MPOWER.
4	SOUND-OFF	EMPS2STS5RBW – SOI MPOWER FACSIA 4” 18 LED STUD MNT RED/BLUE/WHITE TRI COLOR LIGHT – RED/BLUE/WHITE REAR SIDE DOOR LIGHTS 4
2	SOUND-OFF	EMPS1QMS4RBW – SOI MPOWER FASCIA 3 12-LED QUICK MNT RED/BLUE/WHITE SIDE DOORS – VERTICAL MOUNT 2 – TRI COLOR RED/BLUE/WHITE
4	SOUND-OFF	PMP2BKDG AJ – SOI 4 MPOWER 90 DEGREE MOUNTING BRACKET BLACK IS IT FASCIA OR FASCIA

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	SOUND-OFF	EMPS2QMS5RBW – SOI MPOWER FASCIA 4” 18 LED QUICK MNT RED/BLUE/WHITE - SIDE REAR WINDOW – ON WINDOW BARS – VERTICAL 2
1	GAMBER-JOHNSON	CENTER CONSOLE 7170-0735-08 2020+ FORD POLICE INTERCEPTOR UTILITY SHORT CONSOLE B – 2020+ FORD INTERCEPTOR UTILITY SHORT CONSOLE BOX WITH CUP HOLDER, ARM REST AND MONGOOSE XLE 9” MOTION ATTACHMENT
1	GAMBER-JOHNSON	CENTER CONSOLE – 7160-0322 GJ FULL FACEPLATE MOTOROLA XTL 2500/5000 FULL SIZE
1	GAMBER-JOHNSON	20032 GAMBER JOHNSON SOUNDOFF 500 SERIES FACE PLATE
1	GAMBER-JOHNSON	3130-0155 GJ 3 BLANK FILLER PLATE
1	GAMBER-JOHNSON	3130-0154 GJ2 BLANK FILLER PANEL FOR MCS CONSOLE
2	GAMBER-JOHNSON	3130-0152 GJ MCS ½ BLANK FILLER PANEL
1	GAMBER-JOHNSON	7160-250 GJ NOTE PAD V UNIVERSAL COMPUTER CRADLE – WILL ADJUST FOR COMPUTER WITH THE FOLLOWING: WIDTH 10.62 TO 16.5 INCHES – THICKNESS UP TO 1.50 INCHES – DEPTH 9.00 TO 12.38 INCHES
1	GAMBER-JOHNSON	PK0602ITU20TM SMC#10VS C RP UNCOATED POLY PARTITION
1	SETINA	PK0316ITU202ND SMC 12VS CARGO AREA PARTITION, COATED POLY – CARGO AREA REAR PARTITION#12VS STATIONARY WINDOWS COATED POLYCARBONATE FOR USE WITH – 2ND ROW REAR SEAT
1	SETINA	WK0514ITU20H – SMC WINDOW BARRIER STEEL HORIZONTAL
1	SETINA	QK0634ITU20 – SMC OEM REPLACEMENT SEAT WITH CTR PULL BELTS – FITS 2020+ FORD PIUT

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	SETINA	GK21181UHK – SMC SINGLE GUN RACK FOR Orange County Sheriff's Office.
2	MAGNETIC MIC	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT
1	TIGER-TOUGH SEAT COVER	T52140B 202 TIGERT FORD INTERCEPTOR UTILITY WITH IRONB
1	SMARTLINER FLOORMAT	SA0423-DANA – SMARTLINER PI SUV CUSTOM FIT FLOOR MATS 1ST ROW LINER – SMARTLINER CUSTOM FIT FLOOR MATS 1ST ROW LINER SET BLACK 2020+ FORD EXPLORER FIT 6 AND 7 PASSENGER MODELS
1	SOUND-OFF	ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR REAR CARGO AREA

New Equipment Example: Marked Chevrolet Tahoe K-9

<u>ITEM: Marked Chevrolet Tahoe K-9</u>	<u>SPECIFICATION</u>
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Vehicle types and quantities for the *Installation* of police equipment for an un-marked Ford Interceptor SUV police vehicle:

NUMBER OF VEHICLES INCLUDED IN YOUR BID

Number of Units Ordered
5 - Marked Chevrolet Tahoe K-9

Bid Price for Installation: \$_____

The approximate time to complete one (1) un-marked Ford Interceptor SUV police vehicle:

_____ day(s) _____ hour(s)

How many vehicles can be completed per week:

_____ vehicle(s)

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

New Equipment Example- Marked Chevrolet Tahoe K-9

INSTRUCTIONS

Integrated with vehicle lights and sirens

Includes windows and tailgate.

Alarm must work with factory remotes.

Include Flush mounted lights

Include quick disconnect wires to avoid cutting wires when bumper is removed. All connections must be weather proof

All materials including bolt, washer, nuts and connectors must be rust resistance. –

Ace-K9/American Aluminum

Vendor shall coordinate with American Aluminum and Ace-K9 for installation for K-9 cage and warning devices.

QUANTITY	<u>Police Equipment includes, but is not limited to the following:</u>	
1	SOUND-OFF	SOI 2021 TAH SPLIT FRONT R/B/W – ENFWB00EM8 – SOI 202- TAH SPLIT FRONT R/B/W (1) SO37847 – STEADY WHITE FOR TAKEDOWN Chevrolet Tahoe (2021) Split Front
1	SOUND-OFF	CHEVROLET TAHOE 2021-22 6 MOD SPLIT REAR -- EMPAK00FUD
1	SOUND-OFF	SOI BLUEPRINT SIREN AMP -- ENGSA58CSR
1	SOUND-OFF	SOI BLUEPRINT LINK MICRO KIT – ENGLMK008
1	SOUND-OFF	SOI SOUND OFF/BLEUPRINT SYN MODULE – ENGSYMD01
5	SOUND-OFF	SOI BLUEPRINT REMOTE NODE – ENGND04101
5	SOUND-OFF	SOI 10' BLUEPRINT HARNESS KIT – ENGHNK03

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	SOUND-OFF	SOI 100J SERIES COMPOSITE SPEAKER – 100J SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRKT-100 WATT – ETSS100J
1	SOUND-OFF	SOI LOW FREQUENCY AFTERSHOCK SIREN W/1 SPEALER – ETSKL100
1	SOUND-OFF	UNDER THE HATCH – DRIVER SIDE -SOI M-POWER FASCIA 4' 6-LED QUICK MNT RED – EMPS2QMS2R
1	SOUND-OFF	SOI M-POWER FASCIA 4" 6-LED QUICK MNT BLUE EMPS2QMS2B – UNDER THE HATCH PASSENGER SIDE 1
10	SOUND-OFF	SIDE CARGO WINDOWS – BOTTOM CENTER WITH SHROUD – TOTAL OF 4 - REAR FACING ON GLASS – 2 - FRONT PUSH BUMPER – 4 SOI M-POWER HD 4 18-LED STUD MNT R/B/W -- EMPS4STS5RBW – TRI COLOR R/B/W
2	SOUND-OFF	SOI 4" M-POWER DUAL WINDOW SHROUD-BLACK – PMP2WSDDDB FOR USE WITH SIDE CARGO LIGHT
4	SOUND-OFF	FOR LIGHTS ON HATCH GLASS – SOI 4" M-POWER SINGLE WINDOW SHROUD-BLACK PMP2WSSSB – FOR LIGHTS ON HATCH GLASS
4	SOUND-OFF	SOI UNIVERSAL UNDERCOVER LED INSERT 5 WIRE R/B DUAL COLOR LIGHT R/B HEADLIGHT 2 --- REVERSE LIGHT 2 – ELUC3H010J
6	SOUND-OFF	SOI INTERCEPTOR 18-LED SFC MNT BLK HSG R/B/W TRI COLOR R/B/W SIDE OF PUSH BUMPER – ENT3B3RBW
2	SOUND-OFF	SOI 50 RUNNER TRI COLOR R/B/W – ESLRL50048 – TRICOLOR LIGHTS R/B/W – SIDE RUNNER LIGHTS

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	SOUND-OFF	SOI NLINER RUNNING LIGHTS MOUNT 202- TAHOE – PSLVBK03
3	SOUND-OFF	SOI MPOWER FASCIA 4” 18-LED QUICK MNT R/B/W TRI COLOR LIGHTS R/B/W LICENSE PLATE LIGHT -3 -- EMPS2QMS5RBW
1	SOUND-OFF	SOI LICENSE PLATE FRAME KIT FOR USE W/(3) 4” M-POWER – PMP2BRK2LPF
4	SOUND-OFF	TRI COLOR LIGHT –R/B/W – REAR SIDE DOOR LIGHTS – 4 – SOI M-POWER FASCIA 4” 18-LED STUD MNT R/B/W – EMPS2STS5RBW
2	SOUND-OFF	SOI 4” M-POWER 3” 12-LED QUICK MNT R/B/W SIDE DOORS – VERTICAL MOUNT -2 – TRI COLOR LIGHT R/B/W -- EMPS1QMS4RBW
4	SOUND-OFF	SOI 4’ M-POWER 90 DEGREE MOUNTING BRACKET- BLACK PMP2BKDG AJ
2	SETINA	SMC SINGLE GUN RACK ORANCE CO -- GK21181UHK
1	WESTIN	WESTIN 202- CHEVY TAHOE ELITE PUSH BUMPER. 36-4045
1	WESTIN	WIRE COVER WESTIN BUMPER – 36-4045WC
1	WESTIN	LIGHT CHANNEL WESTIN ELITE PUSH BUMPER 36-6015SMP4
1	GAMBER-JOHNSON	GJ CHEVY 202- TAHOE WIDE BODY CONSOLE KIT – PACKEGE INCLUDES WIDE BODY CONSOLE, DUAL CUPHOLDER, INTERNAL PRINTER MOUNT, ARMREST, MONGOOSE MOTION ATTCHMENT AND ALLOW TO MOUNT SEVERAL EQUIPMENT. ALSO INCLUDE ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION – 7170-0864-02

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

1	GAMBER-JOHNSON	GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE – WILL ADJUST FOR COMPUTER WITH THE FOLLOWING WIDTH – 10.62 TO 16.5 INCHES -- THICKNESS – UP TO 1.50 INCHES – DEPTH – 9.00 TO 12.38 INCHES -- REPLACES NP-NOTEPADA-XL -- 7160-0250
1	GAMBER-JOHNSON	GJ FACEPLATE WITH 10V OUTLET KNOCK- 3130-0361
3	GAMBER-JOHNSON	GJ 12V OUTLET – 7160-0063
1	AMERICAN-ALUMINUM	AMEALAC STANDARD EZ RIDER K9 INSERT – 2022- OR HIGHER CHEVY TAHOE – BLACK POWDER COATED RUBBER MAT INTERIOR LIGHT – WHITE/RED – LOW PROFILE CAGE.
1	WARN WENCH	Warn VR-EVO 12S with synthetic rope Smittybilt Premium winch accessory bag 2725

New Equipment Example- Marked Chevrolet Tahoe

ITEM: MARKED UNIT CHEVROLET TAHOE	<u>SPECIFICATION</u>
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EQUIPMENT INSTALLATION- MARKED UNIT CHEVROLET TAHOE

Vehicle types and quantities for the *Installation* of police equipment for an marked Chevrolet Tahoe police vehicle:

NUMBER OF VEHICLES INCLUDED IN YOUR BID

Number of Units Ordered:
5- Chevrolet Tahoe

Bid Price for Installation: \$_____

The approximate time to complete one (1) marked Chevrolet Tahoe police vehicle:
How many vehicles can be completed per week:

_____ day(s) _____ hour(s)
_____ vehicle(s)

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

New Equipment Example- Marked Chevrolet Tahoe

INSTRUCTIONS		
Shall be integrated with vehicle lights and sirens Include quick disconnect wires to avoid cutting wires when bumper is removed.		
Must use weather proof connectors.		
Shall include windows and tailgate.		
Must use factory remotes to activated alarm.		
Include Flush mounted lights.		
Window Tint Material to cover both front door windows.		
Shall prewire for 12v Integrated with control system.		
All materials including bolt, washer, nuts and connectors shall be rust resistance.		
QUANTITY	<u>Police Equipment includes, but is not limited to the following:</u>	
1	WARN WINCH	Warn VR-EVO 12S with synthetic rope. Smittybilt Premium winch accessory bag 2725
1	SOUND-OFF	Front interior light bar #ENFWB00EM8
1	SOUND-OFF	6-MOD split rear –red/blue/white – EMPAK00FUD
1	SOUND-OFF	Siren AMP SOI Blueprint #ENGSA582CSR
1	SOUND-OFF	Micro Kit – SOI Blueprint link #ENGLMK008
1	SOUND-OFF	Sync Module – SOI BLUEPRINT #ENGSYMD01
5	SOUND-OFF	Remote Node – SOI BLUEPRINT # ENGND04101
2	SOUND-OFF	100J Speaker – SOI COMPOSITE SPEAKER ETSS100J
1	SOUND-OFF	Low frequency speaker. AFTERSHOCK SIREN W/1 SPEAKERS #ETSJLF100
1	SOUND-OFF	4" 6-LED Quick MNT Red – M-POWER FASCIA #EMPS2QMS2R
5	SOUND-OFF	10" Harness kit - #ENGHNK03

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

1	SOUND-OFF	4" 6-LED Quick MNT Blue –SOI MPOWER FACIAL #EMPS2QMS2B
6	SOUND-OFF	Side cargo windows-bottom center with shroud – total 4. Hatch door rear facing on glass – 2 – front push bumper – 4. 4" MPOWER HD 18-LED STUD MNT R/B/W --- EMPS4STS5RBW
2	SOUND-OFF	Tri color R/B/W dual window shroud-black – SOI 4" – PMP2WSDDS
4	SOUND-OFF	For use with side cargo lights – single window shroud black – SOI 4" MPOWER – PMP2WSSSB
4	SOUND-OFF	For light on hatch glass –LED Insert – 5 wire RED/BLUE – SOI INTERCEPTOR 18 LED SFC – ELUC3H010J
4	SOUND-OFF	SOI Interceptor SFC MNT BLK HSG RED/BLUE/WHITE – ENT3B3RBW
2	SOUND-OFF	Tri color Red/Blue/White – Side of push bumper -4 – 50" runner trip color R/B/W #ESLRL50048
2	SOUND-OFF	Tri color lights –R/B/W – side runner lights -2 –SOI NLINE RUNNING LIGHTS MOUNT PSLVBK03
3	SOUND-OFF	4" 18-LED Quick MNT R/B/W – SOI-MPOWER FASCIA #EMPS2QMS5RBW
1	SOUND-OFF	License plate light – 3 Tri color lights R/B/W – SOI LICENSE PLAE FRAME KIT FOR USE W/(3) 4" MPOWER #PMP2BRK2LPF
4	SOUND-OFF	Fascia 4" 18-LED Stud MNT R/B/W #EMPS2STS5RBW
4	SOUND-OFF	Tri color light – R/B/W rear side door lights – 4 Fascia 3" 12-LED quick MNT R/B/W MPOWER #EMPS1QMS4RBW

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	SOUND-OFF	Side doors vertical mount -2 Tri color light –R/B/W 4” MPOWER 90 degree mounting bracket Black #PMP2BKDGAJ
2	SOUND-OFF	Single gun rack for Orange County Sheriff's Office specification – GK21181UHK
1	WESTIN	Westin Chevy Tahoe Elite Push Bumper 36-4045
1	WESTIN	Westin Wire Cover – 36-4045WC
1	WESTIN	Westin Elite push bumper light channel – 36- 6015SMP4
1	SETINA	SMC 10C-VS-RP-21 TAHOE –PK0602TAH21SCA
1	SETINA	SETINA 12VS for Tahoe PK316TAH212ND
1	SETINA	SMC REAR WINDOW BARRIER WK0514TA21
1	SETINA	SMC 202- TAHOE BLK TPO DOOR PANELS COVER OEM PANELS DK0100TAH21
1	SETINA	SMC REPLACEMENT SEAT 202- TAHOE QK13410TAH21 – CENTER PULL BELTS STAND ALONE OME REPLACEMENT CONTOUR TRANSPORT SEAT.
1	GAMBER- JOHNSON	CHEVY 202- TAHOE WIDE BODY CONSOLE KIT – INCLUDES WIDE BODY CONSOLE, DUAL CUPHOLDER INTERNAL PRINTER MOUNT, ARMREST, MONGOOSE MOTION ATTACHMENT AND ALSO INCLUDE ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION 7170-0864-02
1	GAMBER- JOHNSON	7160-0250- Node pad #5 cradle
1	GAMBER- JOHNSON	3130-03-61 FACE PLATE WITH 12V Knock-out

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

3	GAMBER- JOHNSON	7160-0063 12v OUTLET
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New Equipment Example- Marked Ford Responder F150

ITEM: Ford Responder F150	SPECIFICATION
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EQUIPMENT INSTALLATION – Ford
Responder F150

Vehicle types and quantities for the
Installation of police equipment for an Ford
Responder F150 police vehicle:

NUMBER OF VEHICLES INCLUDED IN YOUR
BID

Number of Units Ordered:
25- Ford Responder F150

Bid Price for Installation: \$_____

The approximate time to complete one (1) Ford
Responder F150 police vehicle:

_____ day(s) _____ hour(s)

How many vehicles can be completed per week:

_____ vehicle(s)

<u>QUANTITY</u>	<u>Police Equipment includes, but is not limited to the following:</u>	
INSTRUCTIONS Need to be integrated with vehicle control system. Shall include windows and tailgate.		
1	SOUND-OFF	SOI 202- Ford F150 split front inner R/B/W – ENFWB00KE8
1	SOUND-OFF	SOI M-POWER LIGHT STICK REAR WINDOW WITH TRAFFIC ADVISOR – MPWERSTK
1	SOUND-OFF	SOI BLUEPOINT LINK MICRO KIT – ENGLMK008
1	SOUND-OFF	SOI SOUND OFF – BLUEPRINT SYNC MODULE – ENGSYMD01

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

5	SOUND-OFF	SOI BLUEPRINT REMOTE NODE ENGND04101
5	SOUND-OFF	SOI 10' BLUEPRINT HARNESS KIT – ENGHNK03
2	SOUND-OFF	SOI 100J SERIES COMPOSITE SPEAKER – 100J SERIES COMPOSITE SPEAKER WITH UNIVERSAL BAIL BRKT-100 WATT – ETSS100J
1	SOUND-OFF	SOI LOW FREQUENCY AFTERSHOCK SIREN WITH 1-SPEAKER – ETSKLF100
4	SOUND-OFF	SOI M-POWER FASCIA 4" 18-LED QUICK MNT R/B/W – UNDER THE TAILGATE -4 – EMPS2QMS5RBW
4	SOUND-OFF	TRI COLOR RED/BLUE/WHITE --REAR FACING ON REAR WINDOW ON GLASS – FRONT PUSH BUMBER – 4 – SOI M-POWER HD 4" 18-LED STUD MNT R/B/W – EMPS4STS5RBW
4	SOUND-OFF	FOR LIGHTS ON HATCH GLASS – SOI 4" M-POWER SINGLE WINDOW SHROUD-BLACK – PMP2WSSSB
4	SOUND-OFF	DUAL COLOR LIGHT – RED/BLUE – HEADLIGHT -2 -- REVERSE LIGHT – 2 -- SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE – ELUC3H010J
4	SOUND-OFF	TRI COLOR LIGHT R/B/W PP SIDE OF PUSH BUMPER – 4 -- SOI INTERCEPTOR 18-LED SFC MNT BLK R/B/W – ENT3B3RBW
2	SOUND-OFF	TRI COLOR LIGHT R/B/W SIDE RUNNER LIGHT – 2 SOI 50" RUNNER TRI COLOR R/B/W – ESLRL50048
2	SOUND-OFF	MOUNTING KIT FOR SL RUNNING LIGHT SHOULD INCLUDE BRACKET AND HARDWARE FOR FORD F150 2020 – PLUS MODELS – PSLVBK02
3	SOUND-OFF	LICENSE PLATE LIGHTS – 3 – TRI COLOR LIGHTS R/B/W – SOI M-POWER FASCIA 4" 18-LED QUICK MNT R/B/W -- EMPS2QMS5RBW

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

3	SOUND-OFF	SOI LICENSE PLATE FRAME KIT FOR USE WITH 4" M-POWER – PMP2BRK2LPF
4	SOUND-OFF	REAR SIDE DOOR LIGHT – 4 TRI COLOR LIGHT R/B/W – SOI M-POWER FASCIA 4" 18-LED STUD MNT R/B/W EMPS2STS5RBW
2	SOUND-OFF	SIDE DOORS – VERTICAL MOUNT 2- TRI COLOR LIGHT R/B/W SOI M-POWER FASCIA 3 – 12-LED QUICK MNT R/B/W EMPS1QMS4RBW
4	SOUND-OFF	SOI 4" M-POWER 90 DEGREE MOUNT BRACKET BLACK – PMP2BKDGAJ
2	SETINA	SMC SINGLE GUN RACK FOR ORANGE CO-SO GK21181UHK
1	WESTIN	WESTIN PUSH BUMPER ELITE XD FORD F150 36-52065
1	WESTIN	WESTIN PB ELITE XD WIRE COVER – 36-520562WC
1	WESTIN	WESTIN ELITE PUSH BUMPER LIGHT CHANNEL 36-52065WC
1	SETINA	SMC- 10VS-RP-C PK0602FDT21F150
1	SETINA	SMC WINDOW BARRIER STEEL HORIZONTAL FORD 150 --- WK0514FDT15F150H
1	SETINA	DOOR PANEL VS TPO PLASTIC BLACK INSTALL OVER OEM DOOR PANELS. SMC DOOR PANELS VS TPO PLASTIC BLACK. DK0100FDT15F150
1	LAGUNA	LAGUNA F150 SEAT COVER – FF150
1	GAMBER-JOHNSON	GJ KIT 2021+ FORD F150 WIDE BODY CONSOLE BOX WITH P – 7170-0883-03

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

1	GAMBER-JOHNSON	DOCKING STATION FOR COMPUTER -- WILL ADJUST FOR COMPUTER WITH THE FOLLOWING - WIDTH -10.62 TO 16.5 INCHES --- THICKNESS UP TO 1.50 INCHES --- DEPTH 9.00 TO 12.38 INCHES --- GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE – 7160-0250
1	GAMBER-JOHNSON	12V OUTLETS ARE NOT INCLUDED WITH THIS FACEPLATE – GJ FACEPLATE WITH 12V OUTLET KNOCK-OUT 3130-0361
1	GAMBER-JOHNSON	FITS IN STANDARD 12V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE – GJ 12 OUTLET RECEPTACLE ONLY 7160-0063
1	WARN WINCH	Warn VR-EVO 12S with synthetic rope - Smittybilt Premium winch accessory bag 2725

NEW EQUIPMENT: Harley Davidson Motorcycle

<u>ITEM: Harley Davidson Motorcycle</u>	<u>SPECIFICATION</u>
--	-----------------------------

EQUIPMENT INSTALLATION – Harley Davidson Motorcycle

Vehicle types and quantities for the *Installation* of police equipment for an Harley Davidson Motorcycle police vehicle:

Number of Units Ordered:

NUMBER OF VEHICLES INCLUDED IN YOUR BID

17- Harley Davidson Motorcycles

Bid Price for Installation: \$_____

The approximate time to complete one (1) Harley Davidson Motorcycle police vehicle:
How many vehicles can be completed per week:

_____ day(s) _____ hour(s)
_____ vehicle(s)

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

New Equipment - Harley Davidson Motorcycles

<u>QUANTITY</u>	<u>Police Equipment includes, but is not limited to the following:</u>	
5	SOUND-OFF	PMP1SS2B NARROW SHROUD
5	SOUND-OFF	EMPSCG1SLS4RBW 3 INCH MPOWER 3 WIRE
1	SOUND-OFF	SOI M-POWER 3 W/3 WIRE R/B/W EMPSCG1SLS4RBW – TOP OF FRONT FENDER – 1
1	SOUND-OFF	SOI 3” CHROME BEZEL - #PMP1BZL01C
4	SOUND-OFF	SOI M-POWER 4” 3-WIRE LIGHT W/STUD MOUNT R/B/W – EMPSCG2STS5RBW
4	SOUND-OFF	SOI-3” CHROME BEZEL #PMP1BZL01C
2	SOUND-OFF	SOI 6X4 SCREW MNT R/B/W #EMPSB0C99 REAR BOX LIGHT - 6
2	SOUND-OFF	SOI 6X4 CHROME BEZEL #PMP7BZL04C
2	SOUND-OFF	SOI M-POWER 3” W/3 WIRE R/B/W LICENSE PLATE LIGHT -2 EMPSCH1SLS4RBW
1	SOUND-OFF	EMPSC07MB-8 7X3 MPOWER TRI-COLOR
1	SOUND-OFF	PMP8BZL01C 7MPOWER CHROME BEZEL
2	SOUND-OFF	SOI 6X4 SCREW MNT-R/B/W EMPSC07MB-8 TO INCLUDE BEZEL
4	SOUND-OFF	M-POWER 3” FACING LIGHT 13 LED R/B/W SIDE FACING LIGHTS – UNDER LOLLIPOP LIGHTS – 4 – EMPS1SMS4RBW
4	SOUND-OFF	SOI 3” CHROME BEZEL – PMP1BZL01C

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Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

2	SOUND-OFF	SOI 3" M-POWER R/B/W – MOTOR LIGHT -2 #EMPSCG1SMS4RBW
8	SOUND-OFF	SOI M-POWER R/B/W EMPSCH2SMS5RBW8 – SADDLBAG LIGHT – 8
8	SOUND-OFF	SOI M-POWER CHROME BEZEL PMPSABZ01C
4	SOUND-OFF	SADDLEBAG LIGHT -4 – SOI M-POWER R/B/G – EMPS804Q7-7
4	SOUND-OFF	SOI CHROME BEZEL – PMP1BZL01C
4	SOUND-OFF	WEC SUBSTITUTE SEPARATION PLATE WITH BATTERY HOLDER – M4BSEP
1	SOUND-OFF	SOI 500 SERIES SIREN – PSRN5ANR1
1	SOUND-OFF	SOI LINK MODULE – ENGLMKHDR
1	SOUND-OFF	SOI SOUND OFF/BLEUPRINT SYNC MODULE -- ENGSYM01
1	SOUND-OFF	PMT HARLEY COMPUTER MOUNT AS5.M050.001
1	FENIEX	FENIEX SWIVEL BRACKET 4200 MINI. C-4010B
1	HARLEY	HARLEY TPAK KIT BOX #53000714HD
1	HARLEY	HARLEY PT ADAPTOR PLATE #53196-09
1	HARLEY	HARLEY KIT EMERGENCY LIGHT – 68000137

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

EMERGENCY POLICE EQUIPMENT AND INSTALLATION VENDORS FOR REPLACEMENT & OR REPAIRS ON EXISTING OCSO FLEET VEHICLES

Attachment A: Required Forms

Exhibit A-7 Vendor Response Form

Attachment C – Police Emergency Equipment & Installation Vendor for Replacement and or Repairs on Existing OCSO Fleet Vehicles

The Orange County Sheriff's Office is requesting that equipment & installation Vendors list how many vehicles can be securely stored at the vendor's location while awaiting or being serviced?

Proposers that are interested in bidding to be an Equipment Seller and Installer for existing OCSO vehicles and or repairs will need to complete both the Equipment Vendor Response form and the Installation Vendor Response form and check the box above to select this option. All requirements in this bid will apply to the Vendor applying to be an Equipment Seller and Installer for Replacement and or Repair Vendor.

The Vendor has carefully examined the Bid Package and all conditions affecting the cost of the service or items required by the OCSO.

The Vendor certifies that any exceptions to the Bid specifications are noted in the Bid Response. The Vendor also understands that any exceptions presented after the award may be cause for cancellation of the Bid Award.

The Vendor hereby proposes to furnish the below described service for commodity in accordance with the Bid Package.

The published hourly rate shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted for the full term of the contract.

ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

Pricing shall be offered as a percentage discount off of the manufacturer's list price, as indicated below:

MANUFACTURER

PERCENTAGE

- | | |
|----------------------|---------------------------------------|
| a) Setina | _____ % Off Manufacturer's List Price |
| b) Gamber Johnson | _____ % Off Manufacturer's List Price |
| c) Sound-Off Signal | _____ % Off Manufacturer's List Price |
| d) Havis Shield | _____ % Off Manufacturer's List Price |
| e) Westin Bumper | _____ % Off Manufacturer's List Price |
| f) American Aluminum | _____ % Off Manufacturer's List Price |
| g) Harley Davidson | _____ % Off Manufacturer's List Price |
| h) Whelen | _____ % Off Manufacturer's List Price |
| i) Federal Signal | _____ % Off Manufacturer's List Price |
| j) Troy | _____ % Off Manufacturer's List Price |
| k) Window Tint | _____ % Off Manufacturer's List Price |
| l) Hourly Labor Rate | _____ % Off Manufacturer's List Price |

List Any Additional Manufacturer's that you can purchase from and the percentage off manufacturer's list price that you offer:

COMPANY NAME	PERCENTAGE OFF
	%
	%
	%
	%

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ATTACHMENT #2

Orange County Sheriff's Office BID #196-22
Law Enforcement Vehicle Equipment and Installation Bid

COMPANY NAME

REPRESENTATIVE (PRINT NAME)

DATE

SIGNATURE

The Vendor Response Form must be signed by an authorized company representative

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the bidder to sign this response.

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ORANGE COUNTY SHERIFF'S OFFICE

Fiscal Management / Purchasing Section Vendor Application Form

OCSOPurchasing@ocfl.net ♦ P.O. Box 1440 Orlando, FL 32802-1440

Sales Information

Assigned Vendor Number _____

Do You Accept Government Purchase Orders?



Yes



No

Vendor Name (as shown on invoice):

Sales Contact Person:

Sales Phone #:

Sales E-Mail Address:

Sales Fax #:

Correspondence Address

Payment Remittance Address

Address 1:

Address 1:

Address 2:

Address 2:

City

State

Zip

City

State

Zip

Billing Information

Legal Name of Company(as registered with IRS):

Billing Contact Person:

Billing Phone #:

Billing E-Mail Address:

Billing Fax #:

Company Information

(Completed W-9 form must accompany the Vendor Application Form)

Type of Organization: Corporate Entity ☐ Partnership ☐ Limited Liability ☐

Enter Tax Classification: (D = Disregarded Entity, C = Corporation, P = Partnership)

Individual / Sole Proprietor-1099 (Owner's Full Name):

Federal Identification Number OR Social Security Number:

I hereby certify the information provided on this Vendor Application Form is accurate and truthful.

Printed Name:

Signature:

Title:

Date:

Sheriff's Office Use Only

Existing Vendor Number:

Entered in System By:

Date:

ATTACHMENT #2

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

ATTACHMENT #2

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

ATTACHMENT #2

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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Orange County Sheriff's Office Standard Terms and Conditions

OCSO Purchasing Vendor Number

This AGREEMENT is established by and between _____, (hereinafter referred to as "VENDOR") whose address is _____ and John W. Mina, as Sheriff in and for Orange County, Florida (hereinafter referred to as "SHERIFF")(collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, subject to the all terms and conditions contained in this AGREEMENT; and

WHEREAS; the terms and conditions of this AGREEMENT are a condition precedent to entering into a contractual relationship with the SHERIFF and supersede any language to the contrary contained in VENDOR'S current or future contracts, agreements, memorandums of understanding, standard terms and conditions, invoices, or quotes (collectively hereinafter referred to as "OTHER WRITING"), regardless of the order of execution;

NOW THEREFORE, the PARTIES agree as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR'S OTHER WRITING, including but not limited to web based terms, contains any terms or conditions which are in conflict with, or require any action that conflicts with, the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control; regardless of the order of execution of these documents. The PARTIES further agree that any term or language contained in VENDOR'S OTHER WRITING that purports to override or supersede the terms in this AGREEMENT shall be void and of no force or effect.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

The PARTIES agree this agreement shall apply to and govern any future contractual relationship between the PARTIES unless and until it is amended as provided for herein or terminated in writing by either party.

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B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered or the prices specified must not be exceeded without written authorization being first obtained from SHERIFF.

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law and section 768.28, F.S. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, privileges, or to rely on or demand performance of any provision of this AGREEMENT.

VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the particular circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE. Delivery must actually be effected within the time stated on the Purchase Order. Failure to do so may result in SHERIFF cancelling this order and purchasing elsewhere. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated. In case of default by VENDOR, SHERIFF may procure the materials or services covered by this order from other sources and hold VENDOR responsible for any excess occasioned thereby.

G. MATERIAL SAFETY DATA SHEET

VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased which is classified as toxic under Florida Statue 442. Appropriate label(s) and MSDS(s) shall be provided for all shipments. Send the MSDS and other pertinent data to: Orange County Sheriff's Office, Risk Management, P.O. Box 1440, Orlando, Florida 32802-1440.

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H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, F.S., which regulate payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Officer, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms.

Attached below are the pertinent parts of Chapter 218, F.S. related to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.

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5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this AGREEMENT shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Orange County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Florida located in Orange County, Florida.

L. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

M. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

N. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR may be subjected to background checks upon SHERIFF'S request. VENDOR may be required to provide information about themselves, their employees and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and VENDOR agrees to abide that decision without cost or penalty to SHERIFF.

O. TERMINATION

This AGREEMENT and VENDOR'S OTHER WRITING may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR, on a pro-rata basis calculated as of the date of termination.

P. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the Orange County Board of County Commissioners (BCC). If funding for this project is not appropriated by the BCC for any fiscal period during the term hereof, then SHERIFF shall immediately terminate

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this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

Q. MISCELLANEOUS

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the Orange County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the PARTIES.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this AGREEMENT in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

R. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely to be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS UNIT, 2500 W. COLONIAL DR., ORLANDO, FLORIDA 32804;
EMAIL ADDRESS: JENNIFER.ALBRECHT@OCFL.NET
TELEPHONE NUMBER: 407-254-7028**

In compliance with 119.0701, F.S. and 119.011 (2), F.S. the following definitions shall apply to this agreement:

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"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

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1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

S. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g.: Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2) (c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.

T. MINORITY BUSINESSES AND WOMEN'S BUSINESS ENTERPRISES

Where possible and practicable, VENDOR will endeavor to:

1. Place qualified small and minority businesses and women's business enterprises on its solicitation lists;
2. Assure that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
3. Divide the total requirements, when by its judgment as an expert in its field it is economically feasible, into smaller tasks or quantities that permitted maximum participation by small and minority businesses and women's business enterprises;

ATTACHMENT #2

4. Establish delivery schedules, when necessary, which encourage participation by small and minority businesses and women's business enterprises; and
5. Use the services and assistance of federal, state and local governmental entities who qualify minority, women or disadvantaged companies, to obtain the names of primary and replacement firms, when applicable.

U. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI or SCHGP, shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200. Said provisions are attached hereto as "Attachment I."

V. SUBCONTRACTORS

VENDOR agrees that as the signatory to this AGREEMENT, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this AGREEMENT except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this AGREEMENT shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

W. TERM

SHERIFF does not agree to automatic renewals or extensions as may be contained in VENDOR'S OTHER WRITING. Any renewal or extension beyond the original term as may be contained in VENDOR'S OTHER WRITING, must be in writing and executed by the PARTIES.

X. PURCHASING COOPERATIVES / PROCUREMENT "PIGGY-BACKING"

If VENDOR is providing goods and services through a Purchasing Cooperative or Piggy-Backing (using existing contract to acquire the same commodities or services at the same or lower price from another public entity contract) VENDOR agrees to extend the same terms and conditions of said Purchasing Cooperative or Piggy-Backing agreement to SHERIFF except as expressly modified herein. VENDOR shall identify the name of the Purchasing Cooperative or Originating Entity along with any contract number (or other identifying information) to SHERIFF in its quote to SHERIFF.

Y. SEVERABILITY

Should a court decide that any part, term or provision of this AGREEMENT is invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions of this AGREEMENT shall not be affected thereby.

ATTACHMENT #2

Z. FORCE MAJEURE

Neither PARTY shall be held responsible for any delay or failure in performance of any part of this AGREEMENT to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected PARTY will notify the other PARTY in writing within fourteen (14) calendar days after the beginning of any such cause that would affect its performance. Notwithstanding, if a PARTY'S performance is delayed for a period exceeding thirty (30) calendar days from the date the other PARTY receives notice under this paragraph, the non-affected PARTY will have the right, without any liability to the other party, to terminate this AGREEMENT.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

SHERIFF

VENDOR

John W. Mina

Date

Date

Orange County Sheriff's Office

Vendor Questions Reference

RFP #196-22 (Three Parts)

Law Enforcement Emergency Vehicle Equipment

Law Enforcement Emergency Vehicle Installation on New Vehicles

**Law Enforcement Emergency Vehicle Equipment and Law
Enforcement Emergency Vehicle Installation on Existing Fleet**

Questions for RFP # 196-22

1. Due to the fluctuation in material prices, will OCSO allow for annual price increases for the base three (3) year period and/or the annual renewals following the base three (3) year term?

The pricing is for % off the manufacturer's list price. At the time of the Bid submittal, annual price increases were not addressed. An addendum may be done before the annual renewals to address this issue.

2. Does the Exhibit B-4 for the Detailed Wire Schematic and Location of Wire Diagram need to be submitted with the bid or does it need to be provided upon delivery of the vehicles delivered to OCSO?

The Detailed Wire Schematic and Location of Wire Diagram will need to be delivered with each vehicle to OCSO Fleet.

3. Where should pricing be placed for the equipment for each build specification?

Vendors bidding to be an equipment vendor should put their pricing on pages 30-31 of the bid for to list what percent off the manufacturers list price.

If the vendor is wanting to bid for installation, then the vendor would need to fill out their installation price above each type of vehicle that they want to bid on. Starting on page 32 through page 53.

Above each type of vehicle, it asks for the following:

- 1) The number of vehicles included in your bid that you can accommodate?
- 2) The Bid Price for Installation for that type of vehicle?
- 3) The time it takes for you to complete one vehicle in days, hours?
- 4) How many vehicles can be completed per week?

ORANGE COUNTY SHERIFF'S OFFICE
ITB #189-21
L.E. VEHICLE EQUIPMENT
BID TABULATION

VENDOR NAME		JCO	Dana Safety	
<u>Manufacturer</u>		<u>Percentage</u>	<u>Percentage</u>	
a.	Setina	0.00%	30.00%	% Off Manufacturer's List Price
b.	Gamber Johnson	0.00%	35.00%	% Off Manufacturer's List Price
c.	Sound Off Signal	0.00%	53.00%	% Off Manufacturer's List Price
d.	Havis Shield	25.00%	40.00%	% Off Manufacturer's List Price
e.	Westin Bumper	25.00%	40.00%	% Off Manufacturer's List Price
f.	American Aluminum	10.00%	15.00%	% Off Manufacturer's List Price
g.	Harley Davidson	0.00%	1.00%	% Off Manufacturer's List Price
h.	Whelen	40.00%	40.00%	% Off Manufacturer's List Price
i.	Magnetic Mic	20.00%	25.00%	% Off Manufacturer's List Price
j.	Tiger-Tough	18.00%	15.00%	% Off Manufacturer's List Price
k.	Smartliner Floormat	15.00%	10.00%	% Off Manufacturer's List Price
l.	Winch Warn	15.00%	20.00%	% Off Manufacturer's List Price
m.	Laguna	0.00%	20.00%	% Off Manufacturer's List Price
n.	Feniex	0.00%	25.00%	% Off Manufacturer's List Price
	Troy Products	35.00%	*See List	
	Jotto Public Safety	20.00%	*See List	

<u>REQUESTED DOCUMENT</u>					
<u>CHECKLIST</u>					
Vendor Contact Form	YES	YES			
Acknowledgement of Addendum	YES	YES			
Conflict/Non-Conflict of Interest	YES	YES			
Authorized Signatories/Negotiators	YES	YES			
Drug Free Workplace Form	YES	YES			
Vendor References	YES	YES			
OCSO Vendor App/W9/STC	YES	YES			

ORANGE COUNTY SHERIFF'S OFFICE
ITB #189-21
L.E. VEHICLE EQUIPMENT
BID TABULATION

Vendor Name	JCO
-------------	-----

	<u>Manufacturer</u>	<u>Percentage</u>	
a.	Setina	0.00%	% Off Manufacturer's List Price
b.	Gamber Johnson	0.00%	% Off Manufacturer's List Price
c.	Sound Off Signal	0.00%	% Off Manufacturer's List Price
d.	Havis Shield	25.00%	% Off Manufacturer's List Price
e.	Westin Bumper	25.00%	% Off Manufacturer's List Price
f.	American Aluminum	10.00%	% Off Manufacturer's List Price
g.	Harley Davidson	0.00%	% Off Manufacturer's List Price
h.	Whelen	40.00%	% Off Manufacturer's List Price
i.	Magnetic Mic	20.00%	% Off Manufacturer's List Price
j.	Tiger-Tough	18.00%	% Off Manufacturer's List Price
k.	Smartliner Floormat	15.00%	% Off Manufacturer's List Price
l.	Winch Warn	15.00%	% Off Manufacturer's List Price
m.	Laguna	0.00%	% Off Manufacturer's List Price
n.	Fenix	0.00%	% Off Manufacturer's List Price
o.	Hourly Labor Rate	N/A	% Off Manufacturer's List Price

REQUESTED DOCUMENT						
CHECKLIST						

ORANGE COUNTY SHERIFF'S OFFICE
ITB #189-21
L.E. VEHICLE EQUIPMENT
BID TABULATION

Vendor Name				DANA SAFETY SUPPLY			
Manufacturer		Percentage					
a.	Setina	0.3		% Off Manufacturer's List Price			
b.	Gamber Johnson	0.35		% Off Manufacturer's List Price			
c.	Sound Off Signal	0.53		% Off Manufacturer's List Price			
d.	Havis Shield	0.4		% Off Manufacturer's List Price			
e.	Westin Bumper	0.4		% Off Manufacturer's List Price			
f.	American Aluminum	0.15		% Off Manufacturer's List Price			
g.	Harley Davidson	0.01		% Off Manufacturer's List Price			
h.	Whelen	0.4		% Off Manufacturer's List Price			
i.	Magnetic Mic	0.25		% Off Manufacturer's List Price			
j.	Tiger-Tough	0.15		% Off Manufacturer's List Price			
k.	Smartliner Floormat	0.1		% Off Manufacturer's List Price			
l.	Winch Warn	0.2		% Off Manufacturer's List Price			
m.	Laguna	0.2		% Off Manufacturer's List Price			
n.	Fenlex	0.25		% Off Manufacturer's List Price			

REQUESTED DOCUMENT CHECKLIST							
Vendor Contact Form	YES						
Acknowledgement of Addendum	YES						
Conflict/Non-Conflict of Interest Statement	YES						
Authorized Signatories/Negotiators	YES						
Drug Free Workplace Form	YES						
Vendor References	YES						
OCSO Vendor App/W9/STC	YES						
Certificate of Insurance	YES						
2022 Quarterly Financial Statement	YES						
2021 Audited Annual Year End Rpt	YES						

INSTALLATION OPTIONS							
# VEH's In BID	MAKE	PRICE	Days to Complete	Hours to Complete	Vehicles Completed Per Week		
75	Marked Ford Interceptor SUV	3295		50	4	*NOTES	BID PRICE FOR INSTALLATION INCLUDES: SHOCK SENSOR, CUST. SUPPLIED VAULT, DSS SUPPLIED CONSOLE SPEAKER FOR PRE-RECORDED MESSAGES, INSTALL SUPPLIES
20	UnMarked Ford Interceptor SUV	3055		46	4	*NOTES	BID PRICE FOR INSTALLATION INCLUDES: SHOCK SENSOR, CUST. SUPPLIED VAULT, DSS SUPPLIED CONSOLE SPEAKER, INSTALL SUPPLIES
5	Marked Chevrolet Tahoe K-9	3785		52	1	*NOTES	BID PRICE FOR INSTALLATION INCLUDES: TRANSPORT OF VEHICLE TO AND FROM ACE K-9, SHOCK SENSOR, CUST. SUPPLIED VAULT, DSS SUPPLIED CONSOLE SPEAKER, INSTALL SUPPLIES
5	Marked Chevrolet Tahoe	3295		50	44563	*NOTES	BID PRICE FOR INSTALLATION INCLUDES: SHOCK SENSOR, CUST. SUPPLIED VAULT, DSS SUPPLIED CONSOLE SPEAKER, INSTALL SUPPLIES
25	Marked Ford Responder F150	3455		52	44595	*NOTES	BID PRICE FOR INSTALLATION INCLUDES: SHOCK SENSOR, CUST. SUPPLIED VAULT, DSS SUPPLIED CONSOLE SPEAKER, INSTALL SUPPLIES
17	Harley Davidson Motorcycle	4225		65	44563	*NOTES	

Existing Fleet			
Manufacturer		Percentage	
a.	Setina	0.3	% Off Manufacturer's List Price
b.	Gamber Johnson	0.35	% Off Manufacturer's List Price
c.	Sound Off Signal	0.53	% Off Manufacturer's List Price
d.	Havis Shield	0.4	% Off Manufacturer's List Price
e.	Westin Bumper	0.4	% Off Manufacturer's List Price
f.	American Aluminum	0.15	% Off Manufacturer's List Price
g.	Harley Davidson	0.01	% Off Manufacturer's List Price
h.	Whelen	0.4	% Off Manufacturer's List Price
i.	Federal Signal	0.01	% Off Manufacturer's List Price
j.	Troy	0.3	% Off Manufacturer's List Price
k.	Window Tint	0.3	% Off Manufacturer's List Price
z.	Hourly Labor Rate	0.53	% Off Manufacturer's List Price
	# Vehicles Stored/Servc	100	

*SEE ATTACHMENT FOR
ADDITIONAL VENDORS

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the “CITY”, and DANA SAFETY SUPPLY, INC., 561 Stevens Street, Jacksonville, Florida 32254, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to make purchases, utilizing that Orange County Sheriff’s Office Law Enforcement Emergency Vehicle Equipment and Emergency Vehicle Installation solicitation, RFP #196-22; and

WHEREAS, the CONTRACTOR submitted to Orange County Sheriff’s Office pursuant to solicitation RFP# 196-22, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference, hereinafter referred to as “Cooperative Contract”; and,

WHEREAS, the CITY has determined that the CONTRACTOR has exhibited, through **Exhibit “A”** attached hereto, that it is capable of providing the products/services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall be from the date of execution by the CITY through September 8, 2025, and may be extended for two (2) additional periods of one (1) year.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide products/services and pricing to the CITY as set forth in the **Exhibit “A”** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: City Manager
510 N. Baker Street
Mount Dora, Florida 32757

Copy to: Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803

CONTRACTOR: Dana Safety Supply, Inc.
561 Stevens Street
Jacksonville, Florida 32254

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors

it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: JEANANN HAND
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
HANDJ@CITYOFMOUNTDORA.COM**

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the CITY for the scope of this Agreement.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

SECTION 14. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the CITY without regard to any notice otherwise required herein. In the event the CITY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the CITY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 15. SOVEREIGN IMMUNITY.

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any

section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. TERMINATION.

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

SECTION 17. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

SECTION 18. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2023.

CITY OF MOUNT DORA

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

JEANANN HAND
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency

Sherry G. Sutphen
City Attorney

CONTRACTOR

Print: Sidney Wells
Title: Regional General Manager

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of _____, as Regional General Manager of Pine Safety Supply, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 28 day of February, 2023.



NOTARY PUBLIC

Exhibit “A”
Cooperative Contract submitted by
Dana Safety Supply, Inc.
Pursuant to
Orange County Sheriff’s Office RFP# 196-22

Emergency Vehicle Lighting		
Manufacturer	Products Offered	% off MSRP
911 Signal	Emergency and commercial vehicle lighting	30%
Able2 Products	Emergency and commercial vehicle lighting	40%
Brooking Industries	Emergency and commercial vehicle lighting	30%
Code 3	Emergency and commercial vehicle lighting	30%
D&R Electronics	Emergency and commercial vehicle lighting	15%
ECCO	Emergency and commercial vehicle lighting	40%
GoLight	Scene lighting	20%
GoLight	Helios (thermal imaging) and parts / accessories	5%
Maxxima	Emergency and commercial vehicle lighting	15%
Star Warning Products	Emergency and commercial vehicle lighting	40%
Unity Spotlights	Scene lighting	50%
Vehicle Push Bumpers / Prisoner & K9 Transport		
Manufacturer	Products Offered	% off MSRP
AceK9 / Radiotronics	K9 transport electronics	3%
Brooking Industries	Prisoner transport (seats and window bars)	30%
D&R Electronics	K9 Transport, cargo partitions, and window bars	15%
Go Rhino	Prisoner transport (partition and window bars) and push bumpers	18%
Go Rhino	Prisoner transport (seats)	8%
Jotto Desk	Prisoner transport (partition, seats, window bars)	18%
Pro-gard Products	Prisoner transport (partition, seats, window bars)	20%
Prisoner Transport Systems (PTS)	Prisoner transport (partition, seats, window bars)	10%
Ranch Hand	Push bumpers	10%
Ray Allen	K9 transport electronics	3%
Vehicle Weapon Mounts & Storage		
Manufacturer	Products Offered	% off MSRP
Big Sky Gun Racks	Gun racks	10%
CargoGilde	Truck storage access solution	10%
D&R Electronics	Gun racks and storage boxes	15%
DECKED	Storage solution for truck bed	15%
Go Rhino	Gun racks and storage boxes	15%
Jotto Desk	Gun racks	18%
Lund Industries	Gun racks and storage boxes	10%
OPS	Storage boxes	15%
Prisoner Transport Systems (PTS)	Storage boxes	10%
Pro-gard Products	Gun racks and storage boxes	20%
Rockland	Storage boxes	20%
Santa Cruz Gun Locks	Gun racks	18%
Truck Vault	Storage boxes	5%
Tuffy	Storage boxes	15%
Tufloc / Esmet	Storage boxes	10%
Computers / Consoles / Docking Stations / Laptop and Tablet Mounts / Printers		
Manufacturer	Products Offered	% off MSRP
Brother Mobile Solutions	Printers and accessories	5%
D&R Electronics	Consoles, laptop mounts, docking stations	15%
HINT Mounts	Consoles, laptop mounts, docking stations	12%
Jotto Desk	Consoles, laptop mounts, docking stations	18%
LEM Solutions	Printer mounts	3%
Lund Industries	Consoles, laptop mounts, docking stations	10%
PMT (Precision Mounting Technologies)	Consoles, laptop mounts, docking stations	15%
Prisoner Transport Systems (PTS)	Consoles	10%
RAM Products	Consoles and laptop mounts	30%
Samsung	Computing devices	5%
Radar / In-Car Video / LPR / Collision Avoidance / Vehicle Safety		
Manufacturer	Products Offered	% off MSRP
Decatur Electronics	In-car video and radar	3%
Digital Ally	Body camera and in-car video	2%
MPH Radar	Radar	3%
Point Blank / Advanced Tech Group	Body camera and in-car video	5%
Panasonic / IPro	In-car video	2%
Rearview Safety	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%
Rostra	Back-up camera systems, back-up sensors, 360 systems, mobile DVRs, dash cameras	10%

Stalker	Radar	3%
Utility	Body camera and in-car video	3%
WatchGuard	Body camera and in-car video	2%
Flashlights & Other Lighting		
Manufacturer	Products Offered	% off MSRP
Bayco Products	Flashlights	30%
Maglite	Flashlights	30%
Pelican Products	Flashlights and scene lighting	25%
Streamlight	Flashlights	30%
Sure Fire	Flashlights	12%
Truck Toppers / Caps		
Manufacturer	Products Offered	% off MSRP
A.R.E.	Toppers and tonneau covers	5%
BAKFlip	Bed cover	10%
Reading	Steel commercial caps	5%
Roll n Lock	Bed cover	12%
SpaceKap	Transferable fiberglass caps	2%
Van Storage Equipment		
Manufacturer	Products Offered	% off MSRP
Kargo Master	Van interior packages, van ladder racks	5%
Legend Fleet Solutions	Van interior floor and wall solutions	5%
Masterack	Van interior packages, van ladder racks, van interior floor and wall liners	15%
OPS	Van interior packages	10%
Westcan Manufacturing	Van interior packages, van interior floor and wall liners	5%
DSS Products & Services		
Manufacturer	Products Offered	Pricing
DSS Graphics	Design, printing, installation, and removal services	Quoted per Job
DSS Products	Private label products or sole distributor products	15% off MSRP
DSS Website	www.danasafetysupply.com - All products	5% off MSRP
Fleet Safety Website	www.fleetsafety.com - All products	5% off MSRP
Install Rate	Hourly install rate for install and repair services	\$150 per hour
Vehicle pick-up and delivery	Calculated based on round trip from DSS location to customer	\$1 per mile
Full Line Supplier of Other Items		
Manufacturer	Products Offered	% off MSRP
Panorama Antennas	Antennas for vehicle mounting	10%



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval of Amendment 1 to the Agreement Between the City of Mount Dora and A.C. Schultes of Florida, Inc., Related to Maintenance and Repair Services for Water Supply Wells and Well Pumps

Introduction:

This is a request to renew an A.C. Schultes piggyback agreement with Tohopekaliga Water Authority.

Discussion:

The City previously approved the piggyback agreement with A.C. Schultes under Resolution 2020-43, Piggyback Agreement via the Tohopekaliga Water Authority with A.C. Schultes for well pump maintenance and repairs. The previous agreement has been renewed by Tohopekaliga Water Authority. This is a request to renew the piggyback for utilization.

The City treatment facilities currently have wells and well pumps at both the water and wastewater treatment facilities. They are used to supply drinking water or supplement the reuse system and, in emergencies, for fire protection. Each well should be on a five (5) year rotation to be pulled and inspected to ensure optimum operation and limit failures. These wells play a critical role in supplying the City's systems and without preventative maintenance, these systems can fail causing supply disruptions and permit violations. Water Treatment Plant #1 currently has a well due for pulling and inspection this year. The City has five wells which results in one each year to be pulled, thereby allowing for one rotational inspection per year for the inspection process.

The piggyback agreement rate(s) under the Tohopekaliga Water Authority Agreement for well and well pump maintenance, as well as repair and equipment services, represents the best option to keep the City systems in optimum working condition. A.C. Schultes of Florida, Inc. is a local vendor offering competitive piggyback pricing for this service. Tohopekaliga Water Authority's Agreement is provided as Exhibit A, along with all supporting documents.

The Florida Statutes grant the authority for cities to piggyback the purchase of goods and services as a form of inter-governmental cooperative purchasing. This process allows a public purchaser to request competitive sealed bids, enter into an Agreement and arrange, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions, giving cities the ability to take advantage of better pricing that large purchasers are able to obtain. This also reduces administrative time and cost involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

Staff recommends City Council review the piggyback agreement and take appropriate action for the City Utility to service and maintain water wells in optimum condition.

Budget Impact:

This is a continuing service contract. There is no budget impact to approve this service contract. All services under this contract will be preformed under task orders in accordance with the to City Purchasing policy.

Strategic Impact:

Maintain safe and reliable utility services for the health and well-being of the Mount Dora Community- Infrastructure Sustainability.

Recommendation:

City Council approve Amendment 1 to the Agreement between the City of Mount Dora and A.C. Schultes of Florida, Inc.

Attachment(s):

1. Attachment #1 Reso No 2020-43 Maintenance and Repair Services for Water Supply Wells and Well Pumps
2. Amendment 1.A.C. Schultes.SGS

Prepared by: Ethan Hand

Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/17/2023

Approved - 2/22/2023

Approved - 2/28/2023

Approved - 2/28/2023

Final Approval - 2/28/2023

RESOLUTION NO. 2020-43

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO MAINTENANCE AND REPAIR SERVICES FOR WATER SUPPLY WELLS AND WELL PUMPS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL AND AUTHORIZATION TO EXECUTE PIGGYBACK AGREEMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora, Florida, operates a water system for the health, safety and welfare of its citizens; and

WHEREAS, it is necessary for the City to maintain and repair its wells and well pumps to provide continuous water services for the citizens of Mount Dora; and

WHEREAS, the Tohopekalliga Water Authority (TWA) competitively solicited and negotiated an agreement with A.C. Schultes of Florida, Inc., for maintenance and repair services for water supply wells and well pumps pursuant to IFB-19-122; and

WHEREAS, the City of Mount Dora desires to enter into a contract with A.C. Schultes of Florida, Inc., under the same terms and applicable conditions as that agreement executed by the TWA; and

WHEREAS, Florida Statutes, Chapter 287, authorizes the City to purchase goods and/or services as a cooperative purchase based on the solicitation issued by TWA and agreement resulting therefrom; and

WHEREAS, pursuant to the City's Purchasing Policy, "piggyback" purchases and contracts are permitted; and

WHEREAS, the City has determined that in this circumstance, entering into a cooperative purchase agreement with A.C. Schultes of Florida, Inc., is the most economically advantageous way for the City to procure this service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Approval of and Authorization to Execute Piggyback Agreement.

The Agreement, between the City of Mount Dora and A.C. Schultes of Florida, Inc., attached hereto as **Exhibit "A"** is hereby approved. The Mayor to authorized to execute the Agreement on behalf of the City.

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the cooperative purchase agreement related to maintenance and repair services for water supply wells and well pumps, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

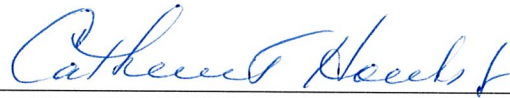
SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 17th day of March, 2020.



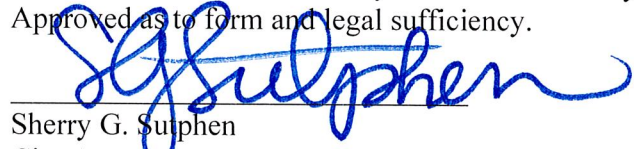
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:



GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.



Sherry G. Sulphen
City Attorney

Exhibit "A"
to Resolution 2020-43
Piggyback Agreement for
Maintenance and Repair Services for
Water Supply Wells and Well Pumps between
the City of Mount Dora and A.C. Shultes of Florida, Inc.

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF MOUNT DORA, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757, hereinafter referred to as the "CITY", and A.C. SCHULTES OF FLORIDA, INC., 11865 US Hwy 41 South, Gibsonton, Florida 33534, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to provide maintenance and repair services for its water supply wells and well pumps, utilizing that agreement between Tohopekalgia Water Authority (TWA) and the CONTRACTOR, which was entered into on December 18, 2019, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "Cooperative Contract"; and

WHEREAS, the Cooperative Contract was competitively solicited for and negotiated by TWA through IFB-19-122; and,

WHEREAS, the CONTRACTOR has exhibited by its response to the TWA solicitation that it is capable of providing the services required by the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin on the date of execution by the CITY and shall extend through February 28, 2023. This Agreement may be extended for one (1) additional period of two (2) years.

SECTION 2. SERVICES AND PRICING.

The CONTRACTOR will provide services and pricing to the CITY as set forth in the **Exhibit "A"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record with copy by electronic mail:

CITY: City of Mount Dora
Attn: Robin Hayes
510 N. Baker Street
Mount Dora, Florida 32757
HayesR@ci.mount-dora.fl.us

Copy to: Bell & Roper, P.A.
Sherry G. Sutphen, Esquire
2707 E. Jefferson Street
Orlando, Florida 32803
Ssutphen@bellroperlaw.com

CONTRACTOR: A.C Schultes of Florida, Inc.
11865 U.S. Highway 41, South
Gibsonton, Florida 33534

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Lake County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 6. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 7. CONFLICT.

To the extent of any conflict between this Agreement or a CITY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONTRACTOR issued invoice or the like, the terms and conditions of this agreement or of any CITY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONTRACTOR.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

SECTION 9. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 11. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the CITY and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full County audit is complete, whichever comes first. The CITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 13. PUBLIC RECORDS.

- A. Pursuant to Florida Statutes, Section 119.0701:

**IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF
FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CITY'S CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM

- B. CONTRACTOR agrees to comply with public records laws, specifically to:
1. Keep and maintain public records required by the CITY for the scope of this Agreement.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.
 3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this contract, transfer, at no cost, to the CITY all public records in the CONTRACTOR's possession or keep and maintain the public records as required by the CITY. If the CONTRACTOR transfers all public records to the CITY upon completion of this contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request, in a format that is compatible with the information technology systems of the CITY.

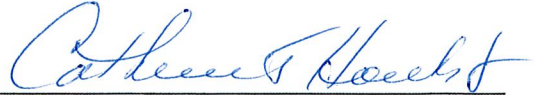
SECTION 14. USE OF CITY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD

The CONTRACTOR may only use the CITY'S name, logo, seal and/or flag with the express written permission of the City and consistent with any CITY policy related to the same. In addition, the CONTRACTOR shall not use the CITY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the CITY.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this 17 day of March, 2020.

CITY OF MOUNT DORA

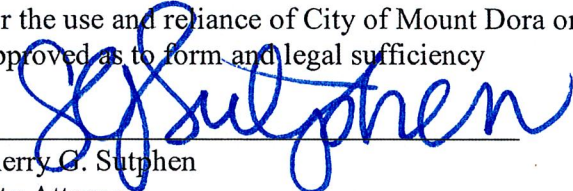


CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

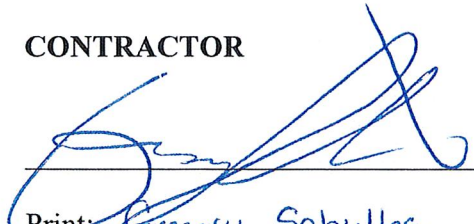
ATTEST:


GWEN KEOUGH-JOHNS, MMC
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency


Sherry G. Sutphen
City Attorney

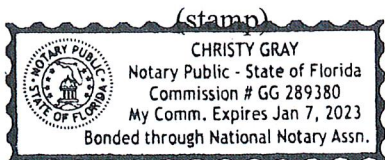
CONTRACTOR


Print: Gregory Schultes
Title: Vice President

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Gregory Schultes, as Vice President, of A.C. Shultes of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 9th day of March, 2020.



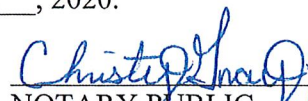

NOTARY PUBLIC Christy Gray

Exhibit "A"
Cooperative Contract between
Tohopekaliga Water Authority and
A.C. Shultes of Florida, Inc.

**IFB-19-122
AGREEMENT
MAINTENANCE AND REPAIR SERVICES FOR
WATER SUPPLY WELLS AND WELL PUMPS**

THIS AGREEMENT is made and entered between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (hereinafter referred to as the "AUTHORITY" or "TWA") and A.C. SCHULTES OF FLORIDA, INC., 11865 U.S. Highway 41, South, Gibsonton, Florida 33534 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

WHEREAS, the AUTHORITY has competitively solicited for the maintenance and repair of water supply well and well pumps pursuant to IFB-19-122; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1. **TERM.**

The term of this Agreement shall become effective on March 1, 2020 and continue through February 28, 2023. The contract may be renewed, subject to written notice of agreement, for one (1) additional two (2) year period.

SECTION 2. **SCOPE OF SERVICES.**

The Contractor shall provide services and accessories listed in **Exhibit 'A,'** which is attached hereto and incorporated herein.

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the AUTHORITY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or

against, the AUTHORITY, or any property owned by the AUTHORITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the AUTHORITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR shall maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the AUTHORITY, with prior written approval from AUTHORITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. STANDARD OF CARE.

- A. The CONTRACTOR has represented to the AUTHORITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the AUTHORITY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

- A. The amount to be paid under this Agreement shall be in accordance with the unit prices listed in Exhibit 'A,' attached hereto, and shall not exceed Four Hundred Eighty-Nine Thousand Five Hundred Eighty Dollars (\$489,580) for the term of the Agreement.
- B. Compensation for services completed by the CONTRACTOR shall be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. In its sole discretion, the

AUTHORITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION.

The AUTHORITY may terminate this Agreement, with or without cause, given thirty (30) days written notice to CONTRACTOR prior to the effective date of such cancellation.

SECTION 7. TERMINATION FOR CAUSE.

The AUTHORITY may terminate this Agreement, without further obligation, upon written notice to the CONTRACTOR if the CONTRACTOR breaches any material term of the Agreement and such breach remains uncured for thirty (30) days after receipt of said notice.

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

- A. In the event of termination of this Agreement by the AUTHORITY, and not due to the fault of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the AUTHORITY shall compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the AUTHORITY. All such payments shall be subject to an off-set for any damages incurred by the AUTHORITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the AUTHORITY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the AUTHORITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:
 - 1. **Worker's Compensation:** The CONTRACTOR shall provide Worker's Compensation coverage for all employees at the site location and in the case any work is subcontracted, shall require the subcontractor to provide Worker's Compensation for all its employees. The limits shall be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

2. **Comprehensive General Liability:** The CONTRACTOR shall provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits shall not be less than \$1,000,000.00.
 3. **Comprehensive Automobile Liability:** The CONTRACTOR shall provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.
 4. **Umbrella Liability:** The CONTRACTOR shall provide an umbrella policy in excess to the coverage's provided for in the above paragraphs of not less than \$1,000,000.00.
- B. The CONTRACTOR shall name "Toho Water Authority" as a certificate holder and as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the AUTHORITY with proof of same.
- C. The CONTRACTOR, and any authorized sub-contractor(s), shall provide the AUTHORITY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date; and
 7. A statement that the insurer will mail notice to the AUTHORITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the AUTHORITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the AUTHORITY.

SECTION 10.

AUTHORITY OBLIGATIONS.

At the CONTRACTOR's request, the AUTHORITY agrees to provide, at no cost, all pertinent information known to be available to the AUTHORITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11.

DOCUMENTS CONSTITUTING ENTIRE AGREEMENT.

The following documents are hereby incorporated and made part of this Agreement:

1. Exhibit 'A' - Solicitation document and original bid submitted by Contractor

In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and Exhibit 'A,' the provisions of the Agreement shall take precedence.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

In all respects, this Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice of law rules thereof that may direct the application of the laws of another jurisdiction.

SECTION 13. PUBLIC RECORDS COMPLIANCE.

- A. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:**

**Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com**

- B. The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR shall act on behalf of the AUTHORITY, as provided under section 119.011(2), Florida Statutes, as amended, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, as amended, and any other applicable legal and equitable remedies, shall:**

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service; and

- 2) Provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the AUTHORITY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY; and
- 5) If the CONTRACTOR does not comply with a public records request, the AUTHORITY shall enforce the contract provisions in accordance with the Agreement.

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the AUTHORITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully providing the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, AUTHORITY, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the

time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the AUTHORITY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the AUTHORITY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

SECTION 18. SOVEREIGN IMMUNITY.

The AUTHORITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of AUTHORITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the AUTHORITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the AUTHORITY may terminate this Agreement immediately notwithstanding the notice requirements of Section 6 hereof.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the AUTHORITY.

SECTION 22. **SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 23. **WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 24. **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the AUTHORITY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the AUTHORITY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

AUTHORITY: Toho Water Authority
Attention: Procurement Services (Warehouse)
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTRACTOR: A.C. Schultes of Florida, Inc.
11865 U.S. Highway 41, South
Gibsonton, Florida 33534

SECTION 25. **MODIFICATION**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE PROVISIONS.

In the event the AUTHORITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the AUTHORITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the AUTHORITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 31. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 32. EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 33. AUDITING, RECORDS, AND INSPECTION

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the AUTHORITY, and shall be retained by the CONTRACTOR for a period of three years after termination or completion of the Agreement, or until the full Authority audit is complete, whichever comes first. The AUTHORITY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The AUTHORITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the AUTHORITY. The AUTHORITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

SECTION 34. PROJECT MANAGERS

The AUTHORITY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the AUTHORITY. If the AUTHORITY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The AUTHORITY will notify the CONTRACTOR, in writing, if the current AUTHORITY Project Manager is replaced by another individual.

A. The AUTHORITY Project Manager's contact information is as follows:

Robert Newberry, Water Supervisor
Treatment Operations Department
Toho Water Authority
2706 N. John Young Pkwy.
Kissimmee, Florida 34741
Phone: 407-944-3826
Email: rnewberry@tohowater.com

B. The CONTRACTOR Project Manager's contact information is as follows:

Greg Schultes, Vice President
A.C. Schultes of Florida, Inc.
11865 U.S. Highway 41, South
Gibsonton, Florida 33534
Phone: 813-741-3010
Email: greg.acsfl@verizon.net

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Agreement effective the 18th day of December, 2019.

A.C. SCHULTES OF FLORIDA, INC.

By: [Signature]
Print Name: Gregory Schultes
Title: Vice President

Attest: [Signature]
Print Name: Tim Schultes
Address: 11865 U.S. Hwy 41 South
Gibsonton FL 33534

TOHOPEKALIGA WATER
AUTHORITY

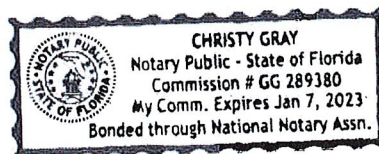
By: [Signature]
Print Name: Clarence L. Thacker
Title: Board of Supervisors Chairperson

Attest: [Signature]
Print Name: Nilsa C. Diaz
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF Florida
AUTHORITY OF Hillsborough

The foregoing instrument was executed before me this 13th day of December, 2019, by Gregory Schultes as Vice President of A.C. Schultes of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Signature: [Signature]
Print Name: Christy Gray
NOTARY PUBLIC, State of Florida
My Commission Expires: 1/7/2023



(Stamp)

INVITATION FOR BID

BID TITLE:

MAINTENANCE AND REPAIR
SERVICES FOR WATER SUPPLY
WELLS AND WELL PUMPS

BID NO:

IFB-19-122

ISSUE DATE:

OCTOBER 11, 2019

**Toho
Water
Authority**



SUBMIT BID TO:

Toho Water Authority
Procurement Services
1628 S. John Young Parkway
Kissimmee, Florida 34741

CONTACT PERSON:

Terry Park
Procurement Services

EMAIL ADDRESS:

procurement@tohowater.com

(Directions: From 192, take John Young Parkway south; turn right onto Mohawk Drive just south of RaceTrac; continue straight onto Toho Water Authority's property to the stop sign, then turn right; follow signs to Warehouse Building.)

PHONE:

(407) 944-5180

FAX:

(407) 931-4308

NON-MANDATORY SITE VISITS:

North Bermuda Water Treatment Plant
2706 N. John Young Parkway
Kissimmee, FL 34741

Tuesday, October 22, 2019
9:00 a.m. - 12:00 p.m.

DEADLINE FOR WRITTEN QUESTIONS:

Monday, October 28, 2019 at 5:00 p.m.

BID DUE:

THURSDAY, NOVEMBER 7, 2019 AT 2:00 P.M.

**TOHO WATER AUTHORITY IS A NON-SMOKING AGENCY.
SMOKING IS STRICTLY PROHIBITED IN ALL FACILITIES AND ON ALL AUTHORITY
PROPERTIES.**

**IFB-19-122
MAINTENANCE & REPAIR SERVICES
FOR WATER SUPPLY WELLS & WELL PUMPS
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SECTION 1
GENERAL TERMS AND CONDITIONS
PLEASE READ CAREFULLY

BIDDER OR OFFEROR: THESE CONDITIONS AND INSTRUCTIONS TO BIDDERS shall be binding on all Bidders or Offerors and, except to the extent otherwise provided, are incorporated by reference in all contracts resulting from any written Request for Quotation (RFQ), Invitation for Bid (IFB) or Request for Proposal (RFP) issued, collectively the ("Request"), to which they are attached and response thereto (Bid) or (Proposal). Use of the term "bid" in these General Terms and Conditions and Instructions to Bidders or Offerors is not intended to be restricted to an IFB and shall also affect written RFQ's or RFP's.

These instructions are standard for all contracts for commodities or services issued through the Tohopekaliga Water Authority (the "Authority") Procurement Services Division. The Authority may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the IFB Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I - CONDITIONS OF BIDDING

1.1 CLARIFICATION OF TERMS: If any Bidder or Offeror has questions about the specifications or other solicitation documents in connection with an RFQ, RFP or IFB, the prospective Bidder or Offeror must contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of Bid or Proposals or receipt of Proposals. Any revisions to the solicitation will be made only by addendum issued by the buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of Bid or Proposals or receipt of Bids or Proposals.

1.2 USE OF AUTHORITY FORM AND TERMS AND CONDITIONS: Failure to submit a solicitation on the official Authority form provided for that purpose or unauthorized modification of or additions to any portion of the solicitation documents may be a cause for rejection of the Bid or Proposal. The Authority reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any Bid or Proposal which has been modified. The Authority shall not be responsible for any errors or omissions of the Bidder or Offeror.

The solicitation shall be signed by a representative authorized to legally bind the firm submitting the Bid or Proposal. By signing the solicitation, the Bidder or Offeror agrees to the terms and conditions of the solicitation and certifies that it has inspected the job site(s) and shall be deemed to be aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, shall not be considered by the Authority.

1.3 EXCEPTIONS: For purposed of Bid or Proposal evaluation, Bidder or Offeror must indicate any exceptions, no matter how slight, from the General Terms and Conditions, Special Conditions, Specifications or Addenda in the space provided on the Bid or Proposal form. No exceptions by a Bidder or Offeror will be considered or deemed a part of the Bid or Proposal submitted unless such exceptions are listed in the Bid or Proposal and referenced in the space provided on the Bidder or Offeror proposal form. If exceptions are not stated or referenced as required, it will be assumed that the product or service fully complies with the Authority's terms, conditions, and specifications.

By receiving a Bid or Proposal, the Authority does not necessarily accept any exceptions contained in the Bid or Proposal. All exceptions submitted are subject to review and approval by the Authority. If any Bid or Proposal contains material exceptions that, in the Authority's sole opinion, make that Bid or Proposal conditional in nature, the Authority reserves the right to reject the Bid or Proposal in its entirety or that part of the Bid or Proposal which contains material exceptions.

- 1.4 NO BID RESPONSE:** Vendors electing not to submit a Bid or Proposal in response to this solicitation should complete the attached "No Bid" Response form.
- 1.5 BID OR PROPOSALS FIRM FOR ACCEPTANCE:** Bidder or Offeror warrants, by virtue of bidding, that its Bid or Proposal and the prices quoted in its Bid or Proposal will be firm for acceptance by the Authority for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated in the solicitation.
- 1.6 LATE BID OR PROPOSAL & MODIFICATION OF BID OR PROPOSAL:** Any Bid or Proposal modification received at the office designated in the solicitation after the exact time specified for receipt of the Bid or Proposal or the modification is considered a late Bid or Proposal modification and may not be considered.

The Authority is not responsible for delays in delivery of the mail by the U.S. Postal Service, private carriers or the inter office mail system. It is the sole responsibility of the Bidder or Offeror to ensure its Bid or Proposal reaches the Procurement Services Office by the designated date and hour.

- a. The official time used in the receipt of Bid or Proposals is that time stamped by the automatic time stamp machine in the Procurement Services Office. Date/time stamps marked after the designated time of receipt will be rejected.
 - b. Late Bid or Proposal modifications will be returned to the Bidder or Offeror UNOPENED, if solicitation number, acceptance date, and Bidder/Offeror return address is shown on the container.
 - c. If the Authority closed its office due to inclement weather, the time for Bid or Proposals opening or receipt of Bid or Proposals will be extended to the next business day, same time.
 - d. Vendors may modify their Bid or Proposals prior to the date and time specified for the bid opening. Facsimile modification of Bid or Proposals shall not be accepted unless the solicitation allowed submittal by facsimile.
- 1.7 WITHDRAWAL OF BID OR PROPOSALS:** A Bidder or Offeror for a contract may request withdrawal of his or her Bid/Proposal under the following circumstances:
- a. Bid or Proposals may be withdrawn on written requests from the Bidders or Offerors received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of Bid or Proposals after opening of such Bid or Proposals but prior to award shall be transmitted to the Authority's Procurement Services Division, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the Bid/Proposal the Authority may exercise its right of collection.
 - c. Bid or Proposals shall not be withdrawn after award of a contract or issuance of a purchase order. No plea or claim of mistake in the solicitation or resulting contract or purchase order shall be available as a defense in any legal proceeding brought upon a contract or purchase order awarded to a Bidder/Offeror as a result of the breach or nonperformance of such contract or purchase order.
- 1.8 ERROR IN BID OR PROPOSALS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in Bid or Proposals must be initialed by the Bidder or Offeror. Carelessness in quoting prices or in preparation of bid or otherwise, will not relieve the Bidder or Offeror of its responsibilities to provide the good or service. Bidders or Offerors are cautioned to recheck their Bid or Proposal for possible errors. Errors discovered after public opening cannot be corrected and the Bidder or Offeror will be required to perform if his or her Bid or Proposal is accepted.
- 1.9 IDENTIFICATION OF BID ENVELOPE:** The signed Bid or Proposal envelope and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

IFB No. and Title/Due Date
Name of Bidder or Offeror
Street
City, State, Zip Code
Attn: Procurement Services

Please attach the label provided (Attachment D) on the outside mailing package.

If a Bid or Proposal is not addressed with the information as shown above, the Bidder or Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the Bid or Proposal to be disqualified. Bid or Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

1.9.1 PRICING

- a. Bidder or Offeror warrants by virtue of bidding that prices, terms and conditions quoted in its Bid or Proposal will be firm for acceptance for a period of ninety (90) days from the date of Bid or Proposal opening unless otherwise stated by the Authority or Bidder or Offeror.
- b. Prices should be stated in units of quantity as specified in the Bid/Proposal form.
- c. Life cycle cost analysis may be considered when determining the lowest responsive and responsible Bid or Proposal. This analysis may consider, in addition to purchase price, any proposed upward or downward escalator clauses proposed for the initial contract term and any potential renewal terms; operating and related costs over the life of the item including maintenance, down time, energy costs, salvage value, etc.
- d. Bid or Proposal prices shall be for complete installation ready for the Authority's use and shall include all applicable freight and installation charges; extra charges not allowed.
- e. When an annual contract is not requested by the Authority and the Bid or Proposal is for products or services to be delivered on a one-time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered.

1.10 OPENING: At the time fixed for the opening of responses to a Bid or Proposal, all Bid or Proposals will be opened and the names of the Bidders or Offerors and the amount shall be read aloud and made readily available to the public. If a public opening of a Request for Proposal is held, only the names of the Bidders or Offerors will be read publicly.

1.12 TIE BID OR PROPOSALS: A Drug Free Workplace Statement must be completed, signed, and returned prior to award of Bid or Proposal. This form will be used whenever two or more Bid or Proposals that are identical with respect to price, quality, delivery, and service are received; a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.13 TAX EXEMPTION: The Authority is exempt from Federal excise and State sales taxes. Tax exemption number is 85-8012897680C-2 and is also stipulated on our Purchase Orders.

1.14 NO CONTACT POLICY: No Bidder or Offeror shall initiate or otherwise have contact related to the solicitation (RFQ, IFB or RFP) with an Authority representative, officer or employee, other than with the Procurement Services Division, after the date and time established for receipt of Bids or Proposals. Any contact initiated by a Bidder or Offeror with any Authority representative, officer or employee other than through the Procurement Services Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder or Offeror from this procurement process.

1.15 LICENSES, PERMITS, AND FEES: All Bid or Proposals submitted shall have included a list of any business and professional licenses, permits, or fees required by the Authority.

PART II - DEFINITIONS/ORDER OF PRECEDENCE

2.1 BIDDING DEFINITIONS: The Authority will use the following definitions in its these CONDITIONS AND INSTRUCTIONS TO BIDDERS OR OFFERORS and in its general conditions, special conditions, technical specifications, instructions to Bidders or Offerors, addenda, and any other document used in the bidding process:

- a. INVITATION FOR BID – (IFB) when the Authority is requesting Bids from qualified Bidders.

- b. REQUEST FOR PROPOSAL – (RFP) when the Authority is requesting proposals from qualified Offerors.
- c. REQUEST FOR QUOTATION – (RFQ) when the Authority is requesting quotes from qualified Bidders or Offerors.
- d. BID – a price and terms quote received in response to an IFB.
- e. PROPOSAL – a proposal received in response to an RFP or RFQ.
- f. BIDDER – person or firm submitting a Bid.
- g. OFFEROR – person or firm submitting a Proposal.
- h. RESPONSIVE BIDDER – a person whose bid conforms in all material respects to the terms and conditions included in the IFB.
- i. RESPONSIBLE BIDDER – a person who has the capability in all respects to perform in full the contract requirements, as stated in the IFB, and the integrity and reliability that will assure good faith performance.
- j. CONTRACTOR – a successful bidder or offeror who is awarded a purchase order, award contract, blanket purchase order agreement, or term contract to provide goods or services to the Authority.
- k. CONTRACT – a written agreement for the procurement or disposal of equipment, materials, supplies, or services but not for public construction.
- l. PUBLIC ENTITY CRIME and CONVICTED VENDOR LIST have the meanings set out in Section 287.133, Florida Statutes.

- 2.2 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this IFB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions, except as otherwise provided. If no changes or deletions to the General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

PART III - SPECIFICATIONS

- 3.1 BRAND NAME OR EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or offeror catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the Authority. In such cases, the Authority will be receptive to any unit that would be considered by qualified Authority personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the Authority, the Bidder or Offeror must state clearly in its bid any exceptions from those specifications. It is the Bidder's or Offeror's responsibility to provide adequate information in its Bid or Proposal, to enable the Authority to ensure that the Bid or Proposal meets the required criteria. If adequate information is not submitted with the Bid or Proposal, it may be rejected. The Authority will be the sole judge in determining if the item Bid or Proposal qualifies as an approved equal.
- 3.2 FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation there from will be permitted and the Bidder or Offeror will be required to furnish articles in conformity with that specification.
- 3.3 EQUIPMENT STANDARDS:** Any equipment delivered shall be standard new equipment, latest model, the best quality, and the highest grade work, except as otherwise specifically stated in the Bid or Proposal. Any part of nominal appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- 3.4 ANNUAL CONTRACT USAGE REQUIREMENTS:** Whenever a Bid or Proposal is sought seeking a source of supply for an annual contract for products or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by the Authority as to the total amount that may not be purchased from any resulting contract. These quantities are for Bidder or Offerors information only and will be used for tabulation and presentation of Bid or Proposals.

PART IV - BIDDING AND AWARD PROCEDURES

- 4.1 AWARD OR REJECTION OF BID OR PROPOSALS:** The Authority reserves the right to accept or reject any or all Bid or Proposals and to waive minor irregularities or variations to specifications contained in Bid or

Proposals, and minor irregularities in the bidding process. The Authority reserves the right to award the contract on a split order basis; lump sum basis, individual item basis, or such combination as shall best serve the interest of the Authority. The Authority reserves the right to make an award to the responsive and responsible bidder whose product or service meet the terms, conditions, and specifications of the IFB and whose Bid or Proposal is considered to best the Authority's interest. In determining the responsiveness of the offer and the responsibility of the Bidder or Offeror, the following shall be considered:

- a. the ability, capacity and skill of the Bidder or Offeror to perform as required
- b. whether the Bidder or Offeror can perform promptly, or within the time specified, without delay or interference
- c. the character, integrity, reputation, judgment, experience and efficiency of the bidder
- d. the quality of past performance by the Bidder or Offeror
- e. the previous and existing compliance by the Bidder or Offeror with related laws, ordinances, administrative rules and orders and resolutions and requirements of the Authority.
- f. the sufficiency of the Bidder's or Offeror's financial resources
- g. the availability, quality and adaptability of the Bidder's or Offeror's supplies or services to the required use
- h. the ability of the Bidder or Offeror to provide future maintenance, service or parts
- i. the number and scope of conditions attached to the Bid or Proposal.

If the IFB or RFQ provides for a contract trial period, the Authority reserves the right, in the event the selected Bidder or Offerors does not perform satisfactorily, to award for a trial period to the next ranked Bidder or Offeror or to award a contract to the next ranked Bidder or Offeror, if that Bidder or Offeror has successfully provided services to the Authority in the past. This procedure to continue until a Bidder or Offeror is selected or the contract is re-bid, at the sole option of the Authority.

- 4.2 **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Authority may make such reasonable investigations as it deems proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the Authority all such information and data for this purpose as may be requested. The Authority reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror capabilities. The Authority further reserves the right to reject any Bid or Proposal if the evidence submitted by or investigations of such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated herein.
- 4.3 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The Authority reserves the right to reject any part of all of any Bid or Proposal received and utilize other available governmental contracts, is such action is in its best interest.
- 4.4 **PUBLIC ENTITY CRIMES:** "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bid or Proposals on leases of real property to a public entity, may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- 4.5 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times is open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Sealed Bid or Proposals received by the Authority in connection with an IFB, RFP or RFQ shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Bidder or Offeror believes any of the information contained in its response is exempt from the Public Records Law, and then the Bidder or Offeror must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Authority will treat all materials received as non-exempt.

The Authority's determination of whether an exemption applies shall be final, and the Bidder or Offeror agrees to defend, indemnify and hold harmless the Authority and the Authority's officers, employees and agents, against any loss or damages, including but not limited to attorneys' fees, incurred by any person or entity as a result of the Authority's treatment of records as public records.

- 4.6 PROHIBITION OF INTEREST:** No member, officer, agent, or employee of the Authority, either for himself or as agent for anyone else or as a stockholder or owner in any other legal entity, shall participate in or benefit directly or indirectly from any sale, purchase, lease, contract or other transaction entered into by the Authority. No contract will be awarded to a bidding firm in violation of the foregoing provision or in violation of Part III of Chapter 112, Florida Statutes. Any firm in which any member of the Board of Supervisors of the Authority or any officer or employee of the Authority or such individual's spouse or child is an officer, partner, director or proprietor or in which any such individual or any combination of them has a material interest as defined in Part III of Chapter 112, Florida Statutes, must disclose such interest and must fully comply with state law, including the Authority's governing act and Part III of Chapter 163, Florida Statutes and may be precluded from obtaining an award.. Bidders or Offerors must disclose any such affiliation or material interest. Failure to disclose any such affiliation or material interest will result in disqualification of the Bidder or Offeror and removal of the Bidder or Offeror from the Authority's Bidder's or Offeror's list and prohibition from engaging in any business with the Authority.

PART V - BONDS AND INSURANCE

- 5.1 PERFORMANCE BOND/IRRECOVABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in the Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the Authority a performance bond or an unconditional irrevocable letter of credit payable to the Toho Water Authority, Florida in the face amount specified in the Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the Authority thirty (30) days prior to the termination date of the existing performance bond. The performance bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the Authority, drawn on a local bank acceptable to the Authority and issued in favor of the Authority. If the Bidder or Offeror wishes to use a non-local bank, he must have prior Authority approval of the requirements to draw against the letter of credit.
- 5.2 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashier's check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful Bidders or Offerors as soon as practicable after opening of Bid or Proposals. Bid security will be returned to the successful Bidder or Offeror after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in the Special Conditions.
- 5.3 LETTERS OF CREDIT:** Generally, the Authority will require that the bank be rated A, or better, by a major rating agency. If the rating of the bank is downgraded below investment grade or if due to other circumstances, the Authority has concerns about the credit worthiness of an issuing bank, the Bidder or Offeror may be required to replace the letter of credit with a letter of credit issued by a different bank acceptable to the Authority or with a performance bond or, in the case of Bid Security with a letter of credit issued by a different bank acceptable to the Authority or with a bid bond, postal money order, cashier's check.
- 5.4 INSURANCE:** If the Contractor is required to go on the Authority property to perform work or services as a result of IFB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by the Authority or specified in the Special Conditions. The Contractor shall provide to the Authority original certificates and coverage and receive notification of approval of those certificates by the Authority's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the Authority's Risk Manager. The certificates must list the Authority as ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification

of the insurance requirements may be made at the sole discretion the Authority's Risk Manager if circumstances change or adequate protection of the Authority is not presented.

PART VI - PURCHASE ORDER AND CONTRACT TERMS

- 6.1 CONFIDENTIALITY AND OWNERSHIP OF DATA:** Any reports, information, intellectual property, data, drawings, specifications estimates and summaries given to or prepared or assembled by the Contractor under the Scope of Work of the contract, shall not be made available to any individual or organization by the Contractor without prior written approval of the Authority. All of these items shall become the property of the Authority upon payment of fees as required by the contract.
- 6.2 OBLIGATIONS OF THE AUTHORITY AND CONTRACTOR:** Authority: The Authority shall furnish to the Contractor all available information as listed in the solicitation that may be useful for the contract work. The Authority shall assist the Contractor in obtaining access to enter upon public and private property as required to perform the contract work. The Authority shall designate a representative who shall serve as the principal contact and give direction to the Contractor throughout the duration of the contract. Contractor: The Contractor represents that he has, or shall secure at his expense, all personnel, including subcontractors required to perform and complete the Scope of Work.
- 6.3 PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made thirty (30) days after receipt of a proper invoice with complete supporting documentation, or thirty (30) days after receipt of all goods or acceptance of work, whichever is the latter.
- 6.4 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 6.5 OTHER GOVERNMENTAL ENTITIES:** If the Bidder or Offeror is awarded a contract as a result of this RFP, IFB or RFQ he or she will, if has sufficient capacity or quantities available, provide to other governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the RFP, IFB or RFQ and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 6.6 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Authority employee. Only those communications which are in writing from an authorized Authority representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the Authority as duly authorized expressions on behalf of Contractors.
- 6.7 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Bidder or Offeror shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Authority. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this IFB and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 6.8 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the Authority and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, litigation, whether in court or before an administrative body, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or

alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 6.9 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the Authority may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the Authority by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall at the option of the Authority become the Authority's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Authority, not to exceed an amount equal to percentage of the contract price representing the percentage of the work completed satisfactorily. The Contractor, however, shall not be relieved of liability to the Authority for damages sustained by the Authority by reason of any breach of the Agreement by the Contractor and the Authority may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the Authority from the Contractor can be determined.
- 6.10 TERMINATION FOR CONVENIENCE:** The Authority reserves the right, in its best interest as determined by the Authority, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 6.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the Authority for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period and continuation of the contract into subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 6.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Authority's Auditors. The Contractor agrees to make available to the Authority's Auditors during normal business hours all books of account, reports, and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 6.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations as well as all resolutions or directives of the Authority that would apply to this contract.
- 6.14 NON DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 6.15 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida in accordance with Florida Statutes, prior to entering into a contract with the Authority.
- 6.16 COPYRIGHTS OR PATENT RIGHTS:** The Bidder or Offeror certifies by submission of Bid/Proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this Bid or Proposal. The successful Bidder or Offeror shall, at its own expense defend any and all actions or suits charging such infringement and will save the Authority, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by any such violation.
- 6.17 INVOICES:** Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the IFB/RFP number and or purchase order number.

- 6.18 DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority after due oral and written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.
- 6.19 DELIVERY:** In the appropriate space, the Bidder or Offeror shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, calendar days shall be presumed. Unless otherwise specified, quote the earliest delivery possible as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock immediately" and "as soon as possible." As time will be of the essence for any orders placed as a result of this bid, the Authority reserves the right to cancel such orders or any part thereof, without obligation if delivery is not made at the time(s) specified on the bid form.

PART VII - DELIVERY PROVISION

- 7.1 SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation of each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 5:00 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop shipped.
- 7.2 RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for loss or damage to materials or supplies covered by the contract until they are delivered at the designated point, a physical inspection is made by the Authority and the material or supplies are accepted by the Authority. The Contractor shall bear all risk of loss or damage to rejected materials or supplies and for all materials and supplies prior to acceptance by the Authority. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Authority may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.
- 7.3 TESTING AND INSPECTION:** The Authority reserves the right to conduct any test/inspection it may deem advisable to assure that of supplies and services conform to the specifications. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Authority will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Authority for such materials or supplies as are not in accordance with the specifications.
- 7.4 COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Services Office when not in conflict with the bid/contract. The decision the Authority as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Services Office, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Authority, there shall be added to the time of completion a time equal to the period of such delay caused by the Authority. However, the Contractor shall not be entitled to claim damages of extra compensation for such delay or suspension.

- 7.5 POINT OF DESTINATION:** All materials shipped to the Authority must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
- 7.6 REPLACEMENT:** Materials or components that have been rejected by the Procurement Services Office, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Authority.
- 7.7 PACKAGING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
- purchase order number/contract number
 - name of article and stock number
 - quantity ordered
 - quantity shipped
 - quantity back ordered
 - the name of the Contractor

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

- 7.8 SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The Authority reserves the right to request that such samples be furnished at the time of bid opening. The Authority also reserves the right to request samples after the date of bid opening. Requested samples must be furnished free of expense to the Authority and if not used in testing or destroyed, will, upon request, be returned at the Bidder's or Offeror's expense.

PART VIII - BIDDER/OFFEROR/CONTRACTOR REMEDIES

- 8.1 PROTEST OF AWARD OR DECISION TO AWARD/EXHAUSTION OF ADMINISTRATIVE PROCEEDING:** Any protest must be made within three (3) days following posting of the bid/proposal award. Protest procedures are available from the Authority Procurement Services Department. Notice of decision or intended decision concerning a Bid or Proposal solicitation or award will be given by posting the Bid or Proposal tabulation or recommended award at the location where the Bid or Proposals were opened. The Bidder or Offeror must exhaust this administrative proceeding before bringing suit. Failure to file a protest within the time prescribed herein and to exhaust the remedy provided by the Authority for such bid protest shall constitute a waiver of the right to bring suit.
- 8.2 DISPUTES:** In the case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Authority's Procurement Agent shall be final and binding on both parties.
- 8.3 NO CONSEQUENTIAL DAMAGES:** Consequential damages shall not be available to a Contractor for breach of contract by the Authority.
- 8.4 NO DAMAGES REMEDY TO OFFEROR OR BIDDER:** An Offeror or Bidder who is unsuccessful shall not have a damages remedy as a result of the rejection of the Bid or Offer but shall be limited to the administrative remedies provided by the Authority and, after exhausting such remedies, the further remedy of declaratory relief or, in a proper case, injunction. Venue shall in all cases be in Osceola County, Florida.
- 8.5 PERSONAL PRONOUNS AND TERMINOLOGY.** The personal pronouns, are used interchangeably regardless of sex and regardless of the legal status or identity of the entity or person to which the terms apply.

END OF SECTION 1

SECTION 2

2.0 INSTRUCTIONS TO BIDDER

2.1 PURPOSE

The purpose of these specifications is to describe the requirements of the Toho Water Authority's Operations Division for maintenance and repair services, to include emergency and non-emergency, for water supply wells and well pumps on an as-needed basis at various sites throughout the Authority's service area.

2.2 PARTIES DEFINED

- A. The term "Authority" used in the bid documents refers to Toho Water Authority.
- B. The term "Contractor" refers to the person or firm to whom an award is made to perform the work under this contract.
- C. The term "Successful Bidder" refers to the lowest, qualified, responsive and responsible Contractor to whom the Authority makes an award.

2.3 NON-MANDATORY SITE VISITS

A non-mandatory site tour will be held on **Tuesday, October 22, 2019 at 9:00 a.m.** beginning at the **Toho Water Authority's North Bermuda Water Treatment Plant located at 2706 N. John Young Parkway, Kissimmee, FL 34741.** Various wells will be viewed over a period of approximately 3 hours. **To insure that all questions are properly understood and responded to, questions concerning the procurement process, specifications, etc., will not be accepted during the site visit.** All questions must be submitted in writing by the deadline specified on the cover sheet. In any event and in all circumstances, prospective bidders cannot rely upon information obtained during the conference for purposes of submitting a bid in response to this solicitation. Attendance at the conference will be evidenced by the representative's signature on the attendance roster.

2.4 CLARIFICATION OF REQUIREMENTS

The deadline for submitting questions regarding clarification or interpretation of this solicitation is shown on the cover sheet. Requests shall be addressed to procurement@tohowater.com in the Procurement Services Department **in writing via email with the Solicitation Number and Title referenced in the subject line. Phone calls will not be accepted.** However, unless modified by a written addendum issued by the Procurement Services department, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Procurement Services department. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this bid will be furnished in writing via addendum to all vendors on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.5 EXAMINATION OF BID DOCUMENTS

It is the responsibility of each Bidder before submitting a bid:

- To examine thoroughly the Bid Documents
- To study and carefully correlate the Bidder's knowledge and observations of the Bid Documents and such other related data
- To promptly notify the Authority of all conflicts, errors, ambiguities or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or conditions.

2.6 BID OPENING AND INSTRUCTIONS FOR SUBMITTING BID

- A. The deadline for submitting bids and the location for opening bids is shown on the cover sheet. Bids will be opened publicly and read aloud immediately following the deadline for submitting bids. **No bid shall be considered if it arrives after the scheduled due date and time. No exceptions will be made.**

- B. Each Bidder shall submit one (1) original of the bid submittal. The submittal shall also include a copy on a CD or memory stick containing the entire bid formatted to be searchable with Microsoft software or Adobe PDF software.
- C. All bids must be submitted in a sealed package(s) and date and time stamped by an Authority representative on or prior to the due date and time specified on the front page. No other form of submission will be accepted (i.e., E-mail, Facsimile, etc.). Bid packages must be identified on the outside as follows:

Solicitation No. and Title/Due Date

Name of Bidder

Street

City, State, Zip Code

Attn: Procurement Services

For convenience, a label to provide this information is included as an attachment to this solicitation.

- D. Bids will be available for inspection during normal business hours in the Procurement Services Department within 30 days of the closing date, by appointment (Florida Statute 119.071(1) (b)).
- E. A copy of the completed bid tabulation will be available on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com within thirty (30) days after bid opening.

2.7 SIGNATURE

The Bidder shall sign the bid in the proper section with a manual signature of an authorized representative, and shall enter his title and date of the bid. Failure to properly sign the bid shall invalidate the bid and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid prior to submittal of the bid.

2.8 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to sell the Authority the goods or services set forth in the attached specification until one (1) or more of the bids have been duly accepted by the Authority.

2.9 RESERVED RIGHTS

The Authority reserves the right to accept or reject any and/or all bids, or any part thereof and/or to waive irregularities and technicalities. Also, the Authority reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the Authority. Any sole response received by the first submission date may or may not be rejected by the Authority depending on available competition and timely needs of the Authority. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

To be responsive, a bidder shall submit a bid that conforms in all material respects to the requirements set forth in the bid.

To be a responsible, a bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the Authority reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statements; verification of availability of equipment and personnel, and past performance records.

2.10 CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the Authority per the Authority's procurement regulations and/or the State of Florida per Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for the Authority.

2.11 SHAM OR COLLUSIVE BIDS

The bids of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such a manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder.

2.12 AWARD

Award will be made to the lowest responsive and responsible bidder within ninety (90) days after the bid opening. Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted. The Authority reserves the right to make an award in whole or in part at its discretion.

2.13 RE-AWARD

If for some reason the awarded vendor cannot fulfill the bid requirements, a letter of cancellation will be sent and that vendor will be removed from the bid. The Authority will then either contact the next vendor in line to see if they are still interested in an award of the bid to replace the cancelled vendor. The Authority reserves the right to re-bid.

2.14 NOTICE OF AWARD

Notice of award will also be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com.

2.15 BID FORM

See **Submittal Requirements** for complete details. No bid will be considered unless it is submitted upon the Bid Form supplied for this project. The blank spaces in the Bid Form shall be filled in correctly and completely for each and every item for which a description is given. All names must be typed or printed on or below the signature.

Where prices are requested, the Bidder must state the price(s) for which he proposes to do each part of the work contemplated, and the total amount for all parts included in any or all of the combinations of the work. The Bid Form must be completed and signed by an agent who is fully authorized to bind the individual submitting the offer to sell, to the terms, conditions, and specifications contained herein as well as any addenda to this solicitation.

2.16 CONTRACT TERM/RENEWAL

The initial contract period shall be for three (3) years to commence upon the issuance of purchase order or execution of the agreement. The contract may be renewed subject to written notice of agreement for one (1) additional two (2) year period beyond the primary contract period. Unit prices bid shall be held firm for the initial term and the renewal period.

2.17 ADDENDA TO THE SOLICITATION

- A. The Authority reserves the right to amend this solicitation at any time prior to the deadline for submitting Bids or Proposals. If it becomes necessary to revise any part of this solicitation, notice of the revision will be posted on DemandStar at www.demandstar.com and on VendorLink at www.myvendorlink.com. If, in the opinion of the Procurement Services Agent, the deadline for the submission of proposals does not provide sufficient time for consideration of any Addendum, then such deadline may be extended at the discretion of the Authority.
- B. It shall be the responsibility of each Bidder to contact the Procurement Services contact identified on the cover page to this solicitation prior to submission of a bid or proposal hereunder in order to determine whether any addenda have been issued in connection with this procurement. Notwithstanding any provision to the contrary,

the failure of any Bidder to receive any addenda shall neither constitute grounds for withdrawal of its proposal nor relieve such Bidder from any responsibility for incorporating the provisions of any addenda in its proposal.

2.18 RECIEPT OF ADDENDA

Receipt of any addenda issued shall be acknowledged on the addenda and returned with Bid. **Failure to acknowledge your receipt of any addenda may result in your bid being considered non-responsive.**

2.19 LATE BIDS

Bids or unsolicited amendments to bids arriving after the closing date and time shall not be considered. Bids received after the bid submission deadline shall be returned to the Bidder unopened providing that sufficient bid identification information is shown on the outside of the bid envelope.

2.20 BID PRICES

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the prices written in words and written in figures, the prices written in words shall govern. In case of error in the Bidder's extended summation, the computed total of the Authority shall govern. The total amount of the summation of Bid extension shall be the basis of awarding the contract to the lowest responsible Bidder.

Should the lowest responsible bid exceed the funds budgeted for the project, the Authority reserves the right to negotiate with the lowest responsive and responsible Bidder in the best interest of the Authority.

2.21 CONTRACTUAL AGREEMENT

An agreement will be required for this service and must be signed by the Bidder prior to execution by the Authority, whereupon the bidder becomes the Contractor upon approval.

2.22 DISCLOSURE OF BID CONTENT

All material submitted becomes the property of the Authority and may be returned only at the Authority's option. The Authority has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid does not affect this right.

The Authority is governed by the Public Record Law, Chapter 119, Florida Statutes. Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes or financial statements required by the Authority as defined in 119.071(1)(c), Florida Statutes (hereinafter "Confidential Materials") may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-Disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The Authority will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the Authority shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

2.23 ASSIGNMENT

The successful Bidder will not be permitted to assign its contract with the Authority, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the Authority.

2.24 REFERENCES

Each Bidder must submit three (3) references with the bid (**See Attachment D, Reference Form**). References shall be of similar scope of operations as the Authority to whom the Bidder has supplied the same services within the past five (5) years. References must be able to attest without reservation to the fact that the Bidder provided the contracted goods/services without a significant problem of any kind, and at any time during the contract period. Failure to provide this information may be cause for rejection of the Bid.

END OF SECTION 2

SECTION 3

3.0 SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

3.1 GENERAL

The Toho Water Authority ("TWA") is soliciting sealed competitive bids from licensed, experienced Contractors to perform testing, maintenance, and repair services, to include emergency and non-emergency, for water supply wells and well pumps. The bid prices shall include all equipment, labor, materials, permit(s), freight, and required insurance to cover the completed work as specified herein.

- A. By submitting a bid for this project, the Contractor agrees to be on-call for emergencies and available to work overtime, weekends, holidays, etc., as required to return the water supply well(s) back into service.
- B. The location and number of the water supply wells are described on the attached Exhibit 1, Well Data Sheet. The Contractor shall visit each site and be familiar with any site conditions that may influence specific job functions. The Contractor shall be responsible for restoring any fencing, paving, grass, etc., that was removed or damaged by Contractor's repair operations.
- C. The Contractor shall obtain all State, County, and City permits as required to complete the repairs to the wells. The Contractor shall furnish TWA with a copy of all permits prior to beginning work on a well repair project.
- D. The Contractor shall guarantee the water supply well to product water at the rated capacity if pulled and repaired, unless TWA directs the Contractor to omit repairs that would restore the pumping capacity.
- E. Bidder/Contractor must be a licensed and insured well drilling Contractor in the State of Florida.
- F. The Contractor shall be responsible for performing all work. Absolutely no subcontracting of any repair shall be allowed.
- G. Bidder/Contractor must have 5+ years of experience in construction, repair, and maintenance in the field of public water supply wells with casing 12" to 24" and including well pumps.

3.2 SCOPE OF WORK

A. PRE-PERFORMANCE TESTING

The Contractor shall perform and complete specified tests on each of the TWA's potable water supply wells on a yearly basis or as required by the Authority. Yearly testing shall consist of standard tests on each well to determine the current operating condition. The Contractor shall provide all necessary labor, equipment, and materials required to perform the specified tests. The Contractor shall assume all wells are operational and can be retrofitted to perform the following tests:

- 1. Vibration Tests: The Contractor shall complete vibration testing on each pump. The vibration tests shall be completed with the well operating at the rated capacity, at 50% of the rated capacity, and at 75% of the rated capacity. The test results shall be chart recorded and a copy of the chart included in the report. The resulting amplitude shall be noted and compared to manufacturer's tolerances for vibration amplitude.
- 2. Pumping Tests: The Contractor shall measure and record the following information by completing, at a minimum, a 4-hour pump test on the well.
 - a. Static Water Level – to be measured with the well have been off for 12 hours.
 - b. Shutoff Head – Operate the well at zero discharge.
 - c. Operate well at constant rated capacity of well and pump to discharge.

- d. Record drawdown readings at 10 minutes, 30 minutes, 1 hour, 2 hours, 3 hours, and 4 hours. Recovery measurements shall also be recorded for 3 hours.
- e. Record all nameplate data off the new pump, if applicable.

The Contractor shall be responsible for the handling and off-site disposal of the pump-to-waste water. The Contractor shall also furnish a bound report upon the completion of testing of all TWA water supply wells. Field reports shall be typed and signed by the technician completing the tests. Each well shall be tabbed and separated in the bound report.

B. WELL PUMP INSPECTION

As required by TWA, the Contractor shall pull the selected well pump for inspection. The work includes furnishing all labor and equipment for pulling the pump, disassembly as required for detailed inspection, cleaning pump, removing oil from well, written report of findings, reassembly, resetting the pump, and restoring the well back into operation shall be completed within three (3) weeks following receipt of the purchase order provided no repairs are made to the pump, column, and assembly.

C. REPAIRS AND MAINTENANCE

When the pump and/or motor has been pulled, disassembled, and inspected, the Contractor shall make a determination of the requirement or recommendation for replacement parts to restore the well to its original capacity and insure operational longevity. In addition to the contractor's equipment, if rental equipment is required, cost shall not exceed cost + 10% mark-up.

If the cost of repairs that are in excess of \$5,000 is equal to or exceeds 65% of the cost of new, replacement equipment, the cost of the new equipment shall be included with the project repair quote. Three competitive quotes are to be obtained and the equipment purchased from the lowest bidder. Contractor shall provide proof of competitive bidding for any proposed new equipment. The Authority will then determine if it is in the best interest of the Authority to purchase the new equipment or approve the needed repairs.

Additional associated work may be required in the process of the repair and/or maintenance of the well pump and/or motor. This shall include concrete and/or grout work, welding, and repair or replacement of any interconnected appurtenance, to include:

- Pipe spools
- Flexible Couplings
- Solenoid valves
- Check Valves
- ARVs
- Sample ports
- Pressure gauges
- Gate valves
- Flush ports
- Concrete pedestals
- Well slabs
- Pipe support pedestals

D. WELL ABANDONMENT AND DEMOLITION

The Contractor shall abandon wells as required by regulatory agencies when requested by the Authority's representative. Well abandonment is accomplished by filling the well holes with clay pellets that congeal once wet, followed by grout to fill and seal the casing so that no water or dirt can penetrate the well hole. See Exhibit 2 for well details.

The Contractor shall demolish well pumping equipment and appurtenances when requested by the Authority. If rental equipment is required for this work, cost shall not exceed cost + 10% mark-up. The Contractor shall obtain any required permits. The Contractor shall also successfully complete required inspections for completion of this work and haul away the debris.

E. DISINFECTION OF THE WELL

In accordance with DEP standards, the well is to be cleaned and flushed of all debris and oil prior to pump reinstallation. In addition, the pump, column pipe, oil tubing, airline, etc., shall be cleaned prior to assembly and reinstallation in the well. After resetting pump, column, etc., the entire well shall be chlorinated with a solution of such volume and strength that a concentration of 50 ppm free chlorine residual is obtained throughout the entire well and the solution shall remain in the well for a period of 24 hours. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall notify TWA so that TWA can begin sampling the well in accordance with DEP requirements.

During the sampling period, if the bacteriological tests fall in accordance with DEP guidelines, the Contractor shall return to the site for re-chlorination of the well. The re-chlorination procedure shall consist of a chlorine solution that will produce a concentration of 100 ppm free chlorine residual throughout the entire well. The solution shall remain in the well for 24 hours, and the Contractor shall surge the well every four (4) hours to make sure all components of the well pump, etc., have been properly chlorinated. The Contractor shall then pump the well to waste until no chlorine concentration exists in the pumped water. At that time, the Contractor shall again notify TWA so that TWA can begin sampling the well in accordance with DEP requirements. This will conclude the Contractor's obligation regarding the pay item of well disinfection. Any additional disinfection or restoration procedures will be paid for at the hourly rate quoted in the bid, plus materials.

F. POST-PERFORMANCE TESTING

After being restored to operation and cleared for use by FDEP, the well shall be tested in accordance with the requirements of Section 3.2, Paragraph A, Pre-Performance Testing. If tests indicate the well has not been restored to its normal rated capacity, the Contractor shall advise TWA in writing. TWA will evaluate the report and determine if the contract has been adhered to and report same to the Contractor. If the repair work was considered to be the problem, or if excessive vibration exists, the Contractor will be required to complete corrective work at no additional cost to TWA. Upon completion of the corrective work and satisfactory post-performance testing, the Contractor shall submit a copy of the final testing report to TWA.

G. CASING INSPECTION AND CLEANING

When ordered by TWA, the Contractor shall provide all labor, materials, and equipment to properly clean and video the well casing and borehole and/or screens. Prior to the well video, the Contractor shall clean the well casing with tools and chemical agents to remove encrustation from the well casing. After removing encrustation from the casing, the well shall be pumped clean of all loose debris. This procedure shall be followed by the installation of a pump into the well so that the video is recorded with the well being pumped. The video equipment shall include a mirror and lighting head allowing 360 degrees sideways viewing. Tilt control, zoom lenses, and tilt angle is also preferred so that the well casing can be closely inspected for failures at weld seams or punctures in the casing. A copy of the completed video shall be provided to TWA.

3.3 NEW REPLACEMENT MATERIALS

A. PUMP HEAD

The pump head shall be of extra heavy-duty construction throughout and of sufficient size to properly support the column, bowl, and driver. It shall be of cast iron construction, fitted with a flanged outlet connection and equipped with an extra heavy separate, machines, cast iron baseplate. The head shall also be equipped with a one-half (1/2) gallon automatic solenoid lubricator and heavy combination stuffing

box and oil tubing tension casting which shall make up with a resulting butt joint to the shaft protecting tubing to insure proper tension on the line shaft tubing at all times. The entire stuffing box assembly shall be locked so that the tension cannot be reduced by any vibration.

B. DISCHARGE COLUMN

The discharge column shall be of the diameter as indicated on the Well Data Sheets and in standard 10 foot lengths with either screw coupled or flanged connections and shall contain a supporting spider for the oil tubing at each point 10 feet apart. The screw coupling shall be a heavy cast iron combination coupling and spider and shall be integrally cast in one piece. The flanged connection shall be a heavy cast iron flange, threaded, bored, and faced for accurate alignment and centering of the heavy cast bronze alignment and centering of the heavy cast bronze alignment spider. The line shaft shall be made from high carbon steel, turned, ground, and polished. The line shaft shall match the existing line shaft as shown on the Well Data Sheets and shall be run in bronze bearings spaced not over five (5) feet apart. The shaft protective tubing shall be constructed of heavy tubing, and the ends shall be machined to ensure a water tight joint when bathed together. The discharge column shaft shall be oil lubricated and sufficient column shall be furnished to provide a minimum submergence of thirty (30) feet below the pumping level. The Contractor shall note that several wells may be water lubricated.

The column pipe and shaft tubing shall be coated with an epoxy coating, inside and outside, to protect the pipe from excessive corrosion. The pipe shall be properly cleaned by sandblasting to near white metal prior to applying the protective coating. The epoxy coating shall be applied at a thickness of 10 mils (dry) and be equal to or better than Resi-Weld 72-20 epoxy coating. The Contractor shall submit data on the type of coating and dry film thickness prior to installation of column pipe and shaft tubing.

C. PUMP BOWL

The pump bowl outer shell shall be made of cast iron. The impeller, wear rings, and bushings shall be made of low-zinc bronze, and the pump bowl shall be designed to operate in accordance with the pumping conditions as specified. The impeller shaft shall be stainless steel and of sufficient size to carry the full load of the impellers. Each stage shall be fitted with a removable wear ring, and the impellers shall be of the fully-enclosed type, non-overloading, and so designed that the motor will not be overloaded, nor the pump break suction in the event the above-ground head is removed.

D. AIR TUBING

New air tubing shall be installed from the well-head down into the well to a point twenty (20) feet below the pump bowl. The air tubing shall be 3/8" red brass pipeline and secured to the pump column for stability.

E. STILLING WELL

A SCHD 80 perforated 1" PVC pipe shall be installed from the well-head down into the well to a point twenty (20) feet below the pump bowl and secured to pump column for stability. Entry point from the well-head will be configured in such a way as to allow removal/replacement of submersible transducer.

3.4 PROCEDURES

A. AUTHORIZATION

Services to be furnished under contract shall be ordered by the authorized TWA official or his/her designee. The Contractor is required to mobilize and arrive on site within four (4) hours of notification to remove nonfunctioning equipment and install available replacement equipment to restore well to service as soon as possible. The Contractor cannot charge time for equipment that is idle on site. Charges for equipment must be accompanied by a crew.

B. NOTIFICATION

The Contractor shall notify the authorized TWA representative a minimum of three (3) working days in advance of the date and time of the annual performance testing on each well. Failure to provide the required notification may be grounds to rejection or any subsequent report of testing for that well and may

require retesting by the Contractor at no additional cost to TWA. TWA reserves the right to pre-determine an order of the wells to be tested so that the system operation is not adversely impacted.

C. REPORTING

The report of tests on each well shall include all items specified. The report shall be structured in three (3) divisions:

1. Date and time of testing, personnel involved, and conditions encountered;
2. Test results for each item;
3. Contractor's recommendations for further inspection, maintenance and repair, and/or chemical restoration necessary to restore the well to original operating capacity.

Reports for each well shall be submitted within fifteen (15) working days from the completion of testing for that well. An interim report of the results of static level and draw-down tests only shall be submitted to TWA within five (5) working days from the completion of each test.

D. EQUIPMENT AND PUMP PULLING

Equipment used for pulling the well pumps shall be specifically designed for this work. Adequate precautions shall be taken to prevent damage to the pump, column, shaft, oil tubing, air line, suction pipe, etc., during removal, disassembly, and resetting. The Contractor shall provide wood blocks to store all removed equipment to limit exposure to soil contamination. Damage to TWA property that is the fault of the Contractor shall be repaired or replaced, if necessary, at no cost to TWA.

E. MATERIALS COMPATIBILITY

All new parts shall be in accordance with Specifications unless compatibility requires parts replacement to match original parts.

F. DOWN-TIME

Down-time for wells shall be limited to a maximum of three (3) weeks, except by prior approval of TWA where procurement time for approved renewal parts, which are not stock items, require time extension or where circumstances beyond the control of the Contractor requires a time extension. Down-time exceeding three (3) weeks, approved by TWA for reasons beyond the Contractor's control, may require reassembly and resetting the pump and restoring the well to operation until such time that all replacement parts are on hand or TWA may consider a substitute well pump for temporary use. When all replacement parts are on hand, the pump shall be re-pulled and maintenance completed as specified at no additional cost to TWA. To facilitate timely service, the Contractor shall have ample standard replacement parts on hand or immediately available.

3.5 QUOTES

A. Quotes for repairs, installation, and/or maintenance:

1. The Authority will request a written quote from the Contractor for each project. The quote shall be based on the Contractor and the Authority's assessment of necessary repairs. **The Contractor's quote shall be based on hourly prices submitted in their bid and materials cost plus markup percentage submitted in bid, and shall be provided within three (3) business days following evaluation of equipment.** If the Authority agrees with the quote, a purchase order will be issued to the Contractor. The Contractor shall then commence work and proceed in accordance with the approved schedule. Payment for each project shall be based on actual quantities used and hourly prices from the bid, as approved by the Authority.
2. The approved quote amount on any individual work order shall be the maximum compensation payable to the Contractor for that work order. The work order price may only be changed for altered quantities authorized by the Authority. If the Contractor desires to make a claim for a change in quantity or schedule of an authorized work order, any such claim shall be submitted to the Authority in writing within three (3) business days of the occurrence of the event giving rise to the claim.

- B. If the cost of repairs that are in excess of \$5,000 equals or exceeds 65% of the cost of a new pump, the cost of a new pump shall be included with the project quote. The Authority will then determine if it is in the best interest of the Authority to purchase a new pump or approve the repairs needed.
- C. If the Authority decides to purchase a new pump, the old pump will be returned to the Authority for salvaging of useable parts.

3.6 CONTRACTOR'S EQUIPMENT

A detailed list of the Contractor's equipment, including model and year, shall be submitted with the Contractor's bid. Examples of list include any vehicles, trucks/cranes, video equipment, and other essential equipment necessary to complete repairs. The Authority reserves the right to independently check equipment. The Contractor's equipment shall be maintained as to minimize the amount of down time.

3.7 HOURLY RATES

- A. Business Hours – The Contractor shall provide a fixed hourly rate for work done during regular business hours, Monday through Friday, 7:30 a.m. to 5:00 p.m., excluding Authority holidays.
- B. After Hours/Emergency Services: The Contractor shall provide a fixed hourly rate for work done outside of the regular Business Hours above (evenings, weekends, holidays, and emergencies). The Contractor shall have the ability to receive emergency notifications twenty-four (24) hours per day, seven (7) days per week. The Authority reserves the following holiday schedule:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Eve	Christmas

The Contractor shall provide the name of the contact person and phone number for emergency contact in the space provided on the bid form. Once the Authority issues a call for emergency service, the Contractor must be able to reach the site of the emergency within **four (4) hours**, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

Emergency services and after-hours services must be authorized by an Authority representative. **The Authority shall accept no proposal with a minimum charge stipulation.**

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly but is overhead and all costs shall be included in the fixed hourly rates.

3.8 PUBLIC EMERGENCIES

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Toho Water Authority shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens within the Authority's service area are protected from any emergency situation that threatens public health and safety as determined by the Authority. The Bidder agrees to rent/sell/lease all goods and services to the Authority or governmental entities on a "First Priority" basis. The Authority expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the Authority with products and/or services not under the awarded Agreement, the Authority expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

3.9 CONTRACTOR POINT OF CONTACT

The Contractor shall provide the Authority with a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements stated in this Contract.

3.10 REPAIRED EQUIPMENT WARRANTY

The Contractor shall fully warrant all NEW equipment furnished hereunder against defect in materials and workmanship for a period of five (5) years from the date of repair OR 10,000 hours after delivery and acceptance by the Authority. The warranty must include seals, sensors, bearings, and rewinds of the repaired equipment. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the Authority, immediately upon written notice from the Authority.

The Contractor shall fully warrant all parts for a period of one (1) year from delivery and acceptance in accordance with manufacturer's warranty

The Contractor shall fully warrant all repairs against defects in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All warranty provisions of the Uniform Commercial Code (UCC) shall additionally apply.

3.11 EQUIPMENT REQUIREMENTS

- A. Unavoidable Degradation: During the course of repair, if any damage is found which cannot be fully repaired, the Authority's approval is required before proceeding. Likewise, if any repair is indicated which may result in a permanent degradation of efficiency or other performance parameters, the Authority's approval is required before proceeding.
- B. Operating Environment: If the pump operates in severe environmental conditions, it will be indicated on the accompanying Quote. No repair methods or materials may be used which make the equipment more vulnerable to these conditions than it was as originally built.

3.12 DOCUMENTATION

The Contractor will keep a copy of the Quote and Final Invoice in their file for a particular job for up to three (3) years from date of delivery.

3.13 SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

3.14 LICENSES

Bidder to submit with bid copies of all required license(s), including an Osceola County Local Business Tax Receipt (formerly known as an Occupational License). All licenses shall have the current name and address of bidder and be current/valid at the time of bid opening and shall be maintained throughout the contract term, including extension(s), if applicable. The awarded Contractor shall comply with all Federal, State, and Local rules, regulations, and licensing requirements. Bidder may also submit copies of any other licenses or certificates which further demonstrate his/her capabilities.

3.15 MANUALS

An operation and maintenance manual shall be delivered with each piece of new equipment and be available on CD and/or online. The cost of the manual shall be included in the unit price.

3.16 STAFFING REQUIREMENTS

At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years. Technicians shall be in the Contractor's employment at the time of the Contractor submitting their bid.

END OF SECTION 3

SECTION 4

4.0 SPECIAL TERMS AND CONDITIONS

4.1 PRECEDENCE IN TERMS

In the event of a conflict, the Special Terms and Conditions shall take precedence.

4.2 ALTERNATE BIDS NOT ACCEPTED

If two different bids are included in a single envelope, both will be rejected at the bid opening.

4.3 INCURRED EXPENSES

This IFB does not commit the Authority to award a contract, nor shall the Authority be responsible for any cost or expense which may be incurred by the bidder in preparing and submitting the Submittal called for in this IFB, or any cost or expense incurred by the bidder prior to the execution of a contract agreement.

4.4 BANKRUPTCY/INSOLVENCY

At the time of bid submittal, the Successful bidder shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or in receivership proceedings. If the Successful bidder is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Authority may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

4.5 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor is and shall remain an independent Contractor and is neither agent, employee, partner, nor joint venture, of the Authority. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the Authority.

4.6 INVOICE/PAYMENT

Invoices for payment shall be emailed to the Toho Water Authority at accountspayable@tohowater.com.

The Authority will endeavor to make a payment on a correct invoice within 30 days after receipt of an invoice acceptable to the Authority. The Contractor shall submit invoices upon acceptance by the Authority. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contractor's address and phone number
- The Authority's Purchase Order Number and Contract Number
- Date of delivery
- Itemized description and contract pricing

4.7 CERTIFICATE OF INSURANCE

Before performing any contract work, the Successful Bidder shall procure and maintain, during the life of the contract, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the Authority and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A – Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by the Authority Procurement Services Department.

A. Worker's Compensation: The Successful bidder will provide Worker's Compensation coverage for all employees at the site location and in case any work is subcontracted, will require the successful Offeror to provide Worker's Compensation for all his employees. The limits will be statutory for Worker's Compensation and \$1,000,000.00 for Employer's Liability.

B. Comprehensive General Liability: The Successful bidder will provide for all operations including, but not limited to Contractual and Products Completed Operations. The limits will not be less than \$1,000,000.00.

C. Comprehensive Automobile Liability: The Successful Offeror will provide coverage for all owned and non-owned vehicles for limits not less than \$1,000,000.00.

D. Umbrella Liability: The Successful bidder will provide an umbrella in excess to the coverage in paragraphs B and C of not less than \$1,000,000.00.

E. Hazardous Materials Insurance: For the purpose of this section, the term “hazardous materials” includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the Authority has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

The Authority shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the Contractor liability or to fulfill the indemnification provisions and requirements of this Contract. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the Authority is an insured under this policy.

Contract award will be subject to compliance with the insurance requirements. Certificates of insurance evidencing coverage and compliance with the conditions to this Contract, and showing the Authority’s proposal number, if any, and description of work, and copies of all endorsements are to be furnished to the Authority’s Procurement Services Department prior to commencement of work, and a minimum of ten (10) calendar days after the expiration of the insurance contract when applicable. All insurance certificates shall be received by the Authority’s Procurement Services Department before the Contractor shall commence or continue to work.

All policies required by this Contract, with the exception of Professional Liability and Workers’ Compensation, or unless specific approval is given by the Authority, are to be written on an occurrence basis, shall name the Authority as additional insured as their interest may appear under this Contract.

4.8 RIGHT TO REQUIRE PERFORMANCE

The failure of the Authority at any time to require performance by the bidder of any provision thereof shall in no way affect the right of the Authority thereafter to enforce same, nor shall waiver by the Authority of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the bidder to deliver services in accordance with the contract terms and conditions, the Authority, after due written notice, may procure the service from other sources and hold the bidder responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Authority may have.

4.9 ESTIMATED EXPENDITURE

Due to unpredictable needs, the Authority is unable to provide an exact usage amount for any item. A wide variance in actual expenditures can be expected due to “as-needed” or “emergency” situations. Therefore, no guarantee is given or implied as to the total quantity or dollar value of this bid. Contract award will not guarantee or obligate the Authority to a specific dollar expenditure.

END OF SECTION 4

SECTION 5

5.0 SUBMITTAL FORM REQUIREMENTS

Submit in following order:

- A. One (1) completed original and one (1) copy of bid submittal, **plus an electronic copy saved on CD (preferred) or memory stick**
- B. Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. **Failure to return signed addenda may cause for the Bid to be considered non-responsive.**
- C. Drug Free Workplace Certification
- D. List at least three (3) recent references where the proposed product or service has been used within the past 5 years on the Reference Form
- E. If a vendor must subcontract any portion of a contract for any reason, he must state the name and address of the subcontractor and the name of the person to be contacted. The Authority also reserves the right to reject a bid or any bidder if the bid names a subcontractor who has previously failed to deliver on time contract of similar nature or who is not in a position to perform properly this award. The Authority reserves the right to inspect all facilities of any subcontractors in order to make a determination as to the foregoing. **(Not allowed for this bid.)**

END OF SECTION 5

ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



To: All Proposers
From: Terry Park, Procurement Services
Subject: IFB-19-122 Maintenance and Repair of Water Supply Wells and Well Pumps
Date: October 29, 2019

This addendum is issued to provide additional information, clarification, corrections, additions, deletions and/or to answer questions concerning the above referenced solicitation. All information provided in this addendum is incorporated into the solicitation document as if set forth therein. All other parts of the IFB have been maintained as originally distributed. This addendum supersedes any verbal or other instructions given to any bidder qualified to respond pursuant to the requirements set forth in this Invitation for Bid document.

I. QUESTIONS AND ANSWERS:

- 1) Question: Can we perform acidization for bacterial remediation and cleaning of wells, if requested by TWA?

Answer: If requested by TWA's representative, this work can be performed with cost based on number of hours at bid labor rates and materials at bid mark-up percentage.

- 2) Question: Can we convert packing glands to mechanical seals, if requested by TWA?

Answer: See answer to Question #1.

- 3) Question: Can we take required samples when needed?

Answer: See answer to Question #1.

- 4) Question: Can we perform Packer Testing and/or Mechanical Integrity Testing, if TWA requests?

Answer: If requested by TWA's representative, this work can be performed with cost per each well. We estimate we have six wells total that we may request this service for, with one or two wells to be tested annually. NOTE: THE BID FORM HAS BEEN REVISED TO INCLUDE THIS LINE ITEM (ITEM #15). PLEASE SUBMIT THE REVISED BID

**ADDENDUM
#1**

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741

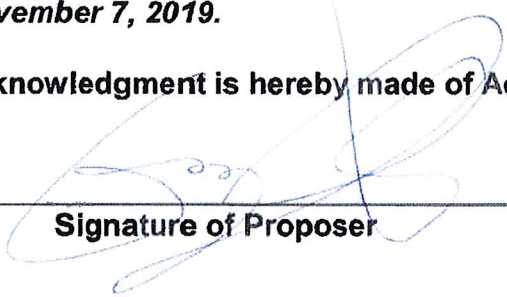


FORM, ATTACHED TO THIS ADDENDUM, WHICH REPLACES THE ORIGINAL BID FORM IN ITS ENTIRETY. DO NOT SUBMIT THE ORIGINAL BID FORM. SUBMITTALS RECEIVED ON THE ORIGINAL BID FORM CANNOT BE ACCEPTED.

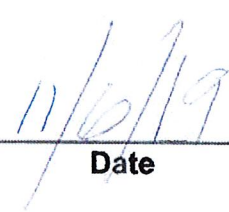
II. DATE:

The due date remains unchanged. Tohopekaliga Water Authority (TWA) will receive sealed Bids from Prospective Bidders until **2:00 PM** on **Thursday, November 7, 2019.**

Acknowledgment is hereby made of Addendum #1.



Signature of Proposer



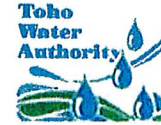
Date

Cc: File

Attachment

ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



SECTION 6 REVISED BID FORM

DATE: November 6, 2019

Have you supplied **all** the Submittal Requirements outlined below?

- ☒ One (1) original and one (1) copy of the Bid Forms, **plus an electronic copy saved on CD or memory stick**
- ☒ Any addenda pertaining to this solicitation
- ☒ Drug Free Certification
- ☒ References (3)
- ☐ List of Possible Subcontractors (**Not allowed for this bid.**)
- ☒ Certificate(s) of Insurance (evidencing coverage as required)
- ☒ Copy of proper professional licenses or credentials including local business tax receipt
- ☒ Contractor's Equipment List per Section 3.6

Item	Description	Unit	Est. Quantity	Unit Cost	Extended Price
1	Pre-performance testing in accordance with Specifications	EA	12	\$ 2,500	\$ 30,000
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble and reinstall pump, etc., back into well, including site restoration	EA	6	\$ 8,500	\$ 51,000
3	Disinfection of water supply well in accordance with Specifications	EA	12	\$ 2,200	\$ 26,400
4	Post-performance testing in accordance with specifications	EA	12	\$ 2,500	\$ 30,000
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	12	7,000	84,000
6	Business hourly charge for well pump handling rig & crew	HR	120	\$ 295	\$ 35,400
7	Business hourly charge for service truck and crew	HR	120	\$ 200	\$ 24,000
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	80	110	8,800

ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



Item	Description	Unit	Est. Quantity	Unit Cost	Extended Price
9	Business hourly geophysical logging truck & operator for water quality testing	HR	48	\$ 350	\$ 16,800
10	After Hours/Emergency hourly charge for well pump handling rig and crew	HR	24	\$ 305	\$ 7,320
11	After Hours/Emergency hourly charge for service truck and crew	HR	12	\$ 205	\$ 2,460
12	After Hours/Emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	6	\$ 150	\$ 900
13	Labor and materials for closure of 4" well	LUMP SUM	1	\$ 8,500	\$ 8,500
14	Labor and materials for closure of 8" well	LUMP SUM	1	\$ 14,000	\$ 14,000
15	Mechanical Integrity Testing (Packer Testing)	EA	6	\$ 25,000	\$ 150,000
	TOTAL BASE BID:				\$ 489,580.00
16	Fixed % Mark-Up for replacement parts (not to exceed 10%)	%			<u>10%</u> %

These estimated quantities are for evaluation purposes only.

All prices quotes are good for a period of 90 days.

Failure of the Bidder to provide pricing for all unit priced items and/or the Base Bid and ALL requested additive/deductive bid items, or alternate bids, may be cause for rejection of the bid as non-responsive.

Emergency and Non- Emergency Contact Information:

Name: Gregory Schultes

Title: Vice President

Address: 11865 US Highway South

City: Gibson

State: FL

Zip: 33534

Phone: 813-741-3010

Fax: 813-741-3170

Email: greg.acsfl@verizon.net

(Signature page follows)

ADDENDUM #1

PROCUREMENT SERVICES
1628 S. John Young Parkway
Kissimmee, Florida 34741



☒ We do not take exception to the Scope of Work

☐ We take exception to the Scope of Work as follows:

The Authority reserves the right to reject any or all bids, to waive informalities, and to accept all or any part of any bid as they may deem to be in the best interest of the Authority.

The Undersigned Agrees:

- A. To accept the stipulation of all Terms and Conditions and Specifications including delivery and other provisions.
- B. To enter into and execute a Contract if awarded on the basis of this Bid.
- C. To accomplish the work in accordance with the Bid documents and Specifications.

Company Name: A.C. Schultes Of Florida, Inc.

Address: 11865 US Highway South

City: Gibson

State: FL

Zip: 33534

Print Name: Gregory Schultes

Title: Vice President

Telephone: 813-741-3010

Fax: 813-741-3170

Email: greg.acsfl@verizon.net

Federal Tax ID: 14-1871186

Signature: _____

Date: 11/6/2019

END OF SECTION 6

**ATTACHMENT A
"NO BID" RESPONSE FORM**

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

Procurement Services Department
Toho Water Authority
1628 S. John Young Pkwy
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current vendor file.

Company Name: _____

Address: _____

Phone Number: (____) _____

Fax Number: (____) _____

N/A

☐ Large Business ☐ Small Business ☐ Minority Owned

Reason for no response to the solicitation:

☐ Cannot supply at this time

☐ Suitable, but engaged in other work

☐ Quantity too small

☐ Cannot meet required minimum

☐ Opening date does not allow sufficient time to complete

☐ Equivalent not presently available

☐ Other reasons or remarks: _____

Signature

Print Name

**ATTACHMENT B
DRUG FREE WORKPLACE COMPLIANCE FORM**

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

Gregory Schultes

Print Name

ATTACHMENT C REFERENCES

The following information is required in order that your Bid may be reviewed and properly evaluated.

Bidder/Contractor Company Name: A.C. Schultes of Florida, Inc.

Length of Time Company has been in Business: 16 Years

Business Address: 11865 US Hwy 41 South, Gibsonton, FL 33534

Telephone Number: 813-741-3010

Fax Number: 813-741-3170

Total number of current employees: 16 Full time: 16 Part time: 0

Number of employees you plan to use to service this contract: 4

References:

1. COMPANY NAME: City of Naples
 ADDRESS: 1450 4th Ave N #900 Naples, FL 34102
 CONTACT PERSON: Robert Casey
 TELEPHONE: (239) - 213 - 4732
 FAX: (239) - 213 - 1033
 E-MAIL: rcasey@naplesgov.com
 DESCRIPTION OF WORK PERFORMED:
Remove old high service pump and motor and replace it with a new VTP pump and motor. Install new discharge piping, valves, and fittings.
 DATE RANGE: 1/2006 - 12/2006
 CONTRACT AMOUNT: \$210,000.00

2. COMPANY NAME: Pasco County
 ADDRESS: 7536 State Street, Suite 221, New Port Richey, Florida 34654
 CONTACT PERSON: Maynard Vickers
 TELEPHONE: (813) - 235 - 6194 Ext. 6920
 FAX: (813) - 929 - 1067
 E-MAIL: mvickers@pascocountyfl.net
 DESCRIPTION OF WORK PERFORMED:
Pump service and well rehab contract. Remove, inspect, refurbish/replace pump assemblies (VTP and submersible). Scrub well casing, well abandonments, video logging, etc.
 DATE RANGE: 11/2018 - 11/2021
 CONTRACT AMOUNT: \$112,800.00

IFB-19-122 Maintenance & Repair Services for Water Supply Wells & Well Pumps

3. COMPANY NAME: City of Cape Coral
 ADDRESS: 1200 Kismet Pkwy W. Cape Coral, FL 33993
 CONTACT PERSON: Martin Mantell
 TELEPHONE: (239) - 574 - 0532
 FAX: (239) - 242 - 3898
 E-MAIL: mmantell@capecoral.net

DESCRIPTION OF WORK PERFORMED:

Remove old high service pumps (4) and replace with new. Install new piping, valves, air relief valves, and electrical. New concrete pedestals and pipe supports.

DATE RANGE: 4/2018 - 1/2019

CONTRACT AMOUNT: \$232,850.00

4. COMPANY NAME: Toho Water Authority
 ADDRESS: 1628 S John Young Parkway Kissimmee, FL 34741
 CONTACT PERSON: Robert Newberry
 TELEPHONE: (407) - 944 - 3826
 FAX: () - -
 E-MAIL: rnewberry@tohowater.com

DESCRIPTION OF WORK PERFORMED:

Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, etc., back into well, including site restoration. Disinfection of water supply well in accordance with Specifications. New American Marsh Pump 12HCA-2 / New lineshafts / Sandblast and epoxy coat all column pipe / Provide one new top column / Refurbish stuffing box / Sandblast and paint discharge head / New 28" x 28" x 1" base plate wth bolts and accessories

DATE RANGE: 12/2016 - 3/2017

CONTRACT AMOUNT: \$30,572.35

5. COMPANY NAME: City of Cape Coral
 ADDRESS: 1200 Kismet Pkwy W. Cape Coral, FL 33993
 CONTACT PERSON: Chris Caglioti
 TELEPHONE: (239) - 242 - 3427
 FAX: (239) - 242 - 3429
 E-MAIL: ccagliot@capecoral.net

DESCRIPTION OF WORK PERFORMED:

Salt kill well to remove and replace submersible pump, Acidize, pump develop, and geophysical logging on 5 existing wells. Remove submersible pumps, conduct acidization and reinstall pumps.

DATE RANGE: 9/2018 - 4/2019

CONTRACT AMOUNT: \$536,910.00

EXHIBIT 1

**TOHO WATER AUTHORITY WATER SUPPLY WELLS
DATA SHEET**

TABLE 1
TOHO WATER AUTHORITY WELL CONDITION SURVEY
ACTIVE POTABLE WATER SUPPLY WELLS

Well ID	Wellfield	Year Constructed	Casing Diameter (inches)	Casing Depth (ft bmp)	Total Depth (ft bmp)
2-1	Peabody	1984	12	146	502
2-2	Peabody	1990	12	146	470
2-3	Peabody	1999	12	153	400
4-3	Bella Lago (WTP#6)	2002	16	160	500
4-4	Bella Lago (WTP#6)	2003	16	162	541
5-1	Huron	1988	12	225	502
5-2	Huron	1980	12	190	666
5-5	Huron	2002	17	400	902
BLE-1	Bay Lake Estates	1986	8	271	505
BLE-2	Bay Lake Estates	2017	16	250	550
BVL-1	Buenaventura Lakes	1974	12	250	689
BVL-2	Buenaventura Lakes	1979	16	251	749
CW-1	Camelot West	1987	16	201	385
CW-2	Camelot West	1995	24	201	500
H-1	Harmony	2000	18	305	560
H-2	Harmony	2000	18	305	530
HG-1	Hidden Glen	1994	4	79	101
IC-1	Intercession City	1924	4	78	208
IC-2	Intercession City	1983	8	84	225
NB-1	North Bermuda	1969	16	278	458
NB-2	North Bermuda	1969	16	281	1195
NB-4	North Bermuda	1997	20	270	505
NB-5	North Bermuda	1997	20	260	508
NB-6	North Bermuda	2000	20	365	670
NW-1	Northwest Kissimmee	1972	12	147	375
NW-2	Northwest Kissimmee	1973	12	195	367
NW-3	Northwest Kissimmee	1997	14	415	608
NW-4	Northwest Kissimmee	1999	16	215	510
P-1	Parkway	1972	12	185	414
P-2	Parkway	1973	12	290	430
P-3	Parkway	1997	20	290	515
P-4	Parkway	2007	20	300	502
SW-1	Southwest	2004	24	155	390
SW-2	Southwest	2004	24	153	417
Well 1	Springlake Village	1991	8	255	454
Well 2	Springlake Village	2001	12	396	558

bmp = Below measuring point

EXHIBIT 2
SANITARY SURVEY REPORT

State of Florida
Department of Environmental Protection
Central District
SANITARY SURVEY REPORT

Plant Name INTERCESSION CITY County Osceola PWS ID # 3490673
Plant Location 5551 Myakka Intercession City, FL 33848 Phone ----
Owner Name Tohopekaliga Water Authority Phone 407-518-0613
Owner Address 101 North Church Street, Kissimmee, FL 34741
Contact Person Scott Fick Title Env. Specialist Phone 407-518-2256
This Survey Date 10/27/04 Last Survey Date 5/30/01 Last C.I. Date 11/12/03

PWS TYPE & CLASS

- ☒ Community (5C)
☐ Non-transient Non-community
☐ Non-Community

PWS STATUS

- ☒ Approved system with approval number & date
"As Built" 12/10/85(Original WTP in 1920's)
WC49-16887 12/10/90
☐ Unapproved system

SERVICE AREA CHARACTERISTICS

Subdivision _____
Food Service: ☐ Yes ☐ No ☒ N/A

OPERATION & MAINTENANCE

Certified Operator: ☒ Yes ☐ No ☐ Not required
Operator(s) & Certification Class-Number
Tim Gregory A-6472 Lead/Chief Operator
Other Operators Rotate (see MOR).
O & M Log: ☐ Yes ☐ No ☐ Not required
Operator Visitation Frequency
Hrs/day: Required _____ Actual _____
Days/wk: Required 6 Actual 6
Non-consecutive Days? ☐ Yes ☐ No ☒ N/A
MORs submitted regularly? ☒ Yes ☐ No ☐ N/A
Data missing from MORs? ☒ No ☐ Yes ☐ N/A

Number of Service Connections 248
Population Served 667 Basis 8/04 MOR
Average Day (from MORs) 45,604 gpd
Max. Day (from MORs) 157,000 gpd 1/04
Max-day Design Capacity 198,000 gpd
Comments _____

COMET: SITE ID _____ PROJECT ID _____

RAW WATER SOURCE

- ☒ GROUND; Number of Wells 2
☐ SURFACE/UDI; Source _____
☐ PURCHASED from PWS ID # _____
☐ Emergency Water Source _____
Emergency Water Capacity _____

AUXILIARY POWER SOURCE

☒ Yes ☐ None ☐ Not Required
Source Cummins Diesel Generator
Capacity of Standby (kW) 60
Switchover: ☐ Automatic ☐ Manual
Standby Plan: ☐ Yes ☐ No
Hrs Operated Under Load 1
What equipment does it operate?
☒ Well pumps Both
☐ High Service Pumps _____
☒ Treatment Equipment All
Satisfy 1/2 max-day demand? ☒ Yes ☐ No ☐ Unk
Comments _____

TREATMENT PROCESSES IN USE

Disinfection
What additional treatment is needed?
None at this time
For control of what deficiencies? _____

DISTRIBUTION SYSTEM

Flow Measuring Device Flow Meter
Meter Size & Type 3/4 inch/4inch Hi-Lo Neptune
Backflow Prevention Devices: ☒ Yes ☐ No
Cross-connections None observed
Written Cross-connection Control Program: Yes
Coliform Sampling Plan: ☒ Yes ☐ No ☐ N/A
Comments _____

GROUND WATER SOURCE

Well Number	1 (main)	2(backup)		
Year Drilled	1983	~ 1924		
Depth Drilled	227 ft	~ 225 ft		
Drilling Method	Rotary	Unknown		
Type of Grout	Portland	"		
Static Water Level	2 ft 10 inch	"		
Pumping Water Level	10 ft	"		
Design Well Yield	200 gpm	"		
Test Yield	620 gpm	"		
Actual Yield (if different than rated capacity)	200 gpm	"		
Strainer	Open hole	"		
Length (outside casing)	84 ft	"		
Diameter (outside casing)	8 inch	4 inch		
Material (outside casing)	Steel	Steel		
Well Contamination History	None	None		
Is inundation of well possible?	No	No		
6' X 6' X 4" Concrete Pad	Yes	Yes		
SET BACKS	Septic Tank	> 100 ft	50 ft (accepted)	
	Reuse Water			
	WW Plumbing	> 100 ft	Within 100 ft	
	Other Sanitary Hazard	None observed	None observed	
PUMP	Type	VT	Submersible	
	Manufacturer Name	Worthington	Sta-Rite	
	Model Number	R-2987-01-270-C	Unknown	
	Rated Capacity (gpm)	75	200	
	Motor Horsepower	5	30	
Well casing 12" above grade?	Yes	Yes		
Well Casing Sanitary Seal	Yes	OK		
Raw Water Sampling Tap	OK	OK		
Above Ground Check Valve	Yes	Yes		
Fence/Housing	Fence	Fence		
Well Vent Protection	Yes	---		

COMMENTS _____

CHLORINATION (Disinfection)

Type: ☐ Gas ☒ Hypo
Make Stenner 45MHP22 Capacity 22 gpd
Chlorine Feed Rate _____
Avg. Amount of Cl₂ gas used N/A
Chlorine Residuals: Plant --- Remote 0.6
Remote tap location 1682 Wile Ave
DPD Test Kit: ☐ On-site ☒ With operator
☐ None ☐ Not Used Daily
Injection Points Prior to PT
Booster Pump Info (2) Goulds Model 25GBC10 Jet
Pumps at 1 HP each.
Comments _____

STORAGE FACILITIES

(G) Ground (H) Hydropneumatic (E) Elevated
(B) Bladder (C) Clearwell

Tank Type/Number	H		
Capacity (gal)	5,711		
Material	Steel		
Gravity Drain	Yes		
By-pass Piping	Yes		
Pressure Gauge	Yes		
Sight Glass or Level Indicator	Yes		
Fittings for Sight Glass	Yes		
Protected Openings	Yes		
PRV/ARV	Both		
On/Off Pressure	40/60		
Access Padlocked	Yes		
Height to Bottom of Elevated Tank	N/A		
Height to Max. Water Level	N/A		

Comments _____

HIGH SERVICE PUMPS

Pump Number	N/A		
Type			
Make			
Model			
Capacity (gpm)			
Motor HP			
Date Installed			
Maintenance			

Comments _____

Chlorine Gas Use Requirements	YES	NO	Comments
Dual System	☐	☐	
Auto-switchover	☐	☐	
Alarms:			
Loss of Cl ₂ capability	☐	☐	
Loss of Cl ₂ residual	☐	☐	
Cl ₂ leak detection	☐	☐	
Scale	☐	☐	
Chained Cylinders	☐	☐	
Reserve Supply	☐	☐	
Adequate Air-pak	☐	☐	
Sign of Leaks	☐	☐	
Fresh Ammonia	☐	☐	
Ventilation	☐	☐	
Room Lighting	☐	☐	
Warning Signs	☐	☐	
Repair Kits	☐	☐	
Fitted Wrench	☐	☐	
Housing/Protection	☐	☐	

AERATION (Gases, Fe, & Mn Removal)

Type N/A Capacity _____
Aerator Condition _____
Bloodworm Presence _____
Visible Algae Growth _____
Protective Screen Condition _____
Comments _____

PWS ID # 3490673
Date 10/27/04

MONITORING VIOLATIONS	MCL VIOLATIONS

DEFICIENCIES:

NO PHYSICAL DEFICIENCIES NOTED AT THE TIME OF INSPECTION.

Inspector *Manal Haddou* Title Env. Specialist I Date 11/8/C

Approved by _ Title _

Roberto C. Amador

EQUIPMENT LIST

E-58	6K gal. Dumpster		
E-59	Mud System		
E-60	Alignment Tool		
E-61	GASO Duplex Pump		1654C
E-62	Brown Mud Tank		n/a
E-63	Green Mud Tank		n/a
E-64	Delco Generator		E5398 M.A.
E-65	375 Air Compressor	2007	XP375WIR
E-66	Bobcat 250 Gas Welder	2014	Miller Bobcat 250
E-67	Yelomine CertaLok pipe	2015	Yelomine 10"
E-68	75HP Submersible pump	2013	AM
E-69	150HP Submersible pump	2015	AM
E-70	400/200 Ingersoll Rand air compressor	2007	VHP400WIR
E-71	WhisperWatt 25	2011	Multiquip DCA-25SSI
E-72	19-29 KVA Generator		
E-72	2,000 GPM @ 250' VTP	2015	12WC- 4 Stage
E-73	12WC - 4 Stage		American Marsh
E-73	Bobcat 250 Gas Welder	2016	Miller Bobcat 250
E-74	Doosan HP375 Compressor	2013	P425/HP375WCU-T4i
E-75	Komatsu Backhoe WB146	2007	WB146
E-76	Kawasaki 65ZV	2004	65ZV
E-78	PowerMax 85 Plasma Cutter	2018	PowerMax 85
E-79	Atlas Copco Air Compressor	2010	XAHS 900 CD6
F-25	Isuzu	2008	NPR
F-27	Isuzu	2009	NPR
F-28	Ford	2014	F150 White
F-29	Ford	2014	F150 White
F-30	Ford	2017	F550 White Utility Body
F-31	Ford	2018	F150 White
F-32	Ford	2018	F150 White
P-08	Crane Truck	1998	Mack
P-09	Crane Truck	2016	Freightliner 108SD
TRAILERS			
T-01	OFI (Tanker)	1980	Tanker
T-02	Flatbed (Rod trailer)	1973	Fruehauf Trlr
T-03	Tow Behind	1996	Hudson Trlr
T-04	Tow Behind (Blue)	1998	Homemade Trlr
T-06	Tow Behind	2003	Iron Dog
T-08	Dog House	1977	Dog House Trailer
T-09	Flat Bed	1990	Miller
T-10	Flat Bed	1990	Miller
T-11	TB (Lowboy)	1991	Etnyre
T-12	Flat Bed	1990	Miller
T-13	TB (Red Doghouse)	1996	Pace
T-14	Flat Bed	1971	Fruehauf Trlr
T-15	Tow Behind	2007	Loudo
T-16	TB (Generator)	2007	Loudo
T-17	Flat Bed	1983	Grt.Dayne 42' Flat
T-18	Lowboy (for mud tank)	1960	Amer (lowboy)
T-19	Flatbed Trailer	1970	Frueh (Rotary)
T-20	Dog House	1989	Mono T
T-21	Dog House	1988	Frueh
T-22	Flatbed	1981	Frueh
T-23	Doghouse	1988	Great Dane 40' box
T-24	Towbehind for Grout pump	2005	Millenium / M9D24P
T-25	Flat Deck Trailer	2005	Fontaine
T-26	Flat Deck Trailer	2006	Great Dane
T-27	Dragon Frac Tank / 21,000 gal	2006	Dragon
T-28	Dragon Frac Tank / 21,000 gal	2006	Dragon
T-29	Dragon Frac Tank / 21,000 gal		Dragon
T-30	Flat Bed - 24 footer	2018	FlatBed Trailer/TG14K24-OTW
T-31	Flat Bed - 24 footer	2018	FlatBed Trailer/TG14K24-OTW
T-32	Flat Bed	1994	FlatBed Trailer/FTW-5-8048WSAK
T-33	Flat Bed	1994	FlatBed Trailer/FTW-5-8048WSAK
T-34	Flat Bed	1993	FlatBed Trailer/FS2CHE



July 31, 2021
Expiration Date

Well Construction Section
Water Use Permit Bureau



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SCHULTES, GREGORY

A C SCHULTES OF FLORIDA INC
5457 80TH AVENUE CIR E
PALMETTO FL 34221-9177

LICENSE NUMBER: CGC1516532

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Odell Studner Group, LLC 200 North Warner Road, Ste 450 King of Prussia PA 19406	CONTACT NAME: Alexis Gil Sadowski PHONE (A/C, No, Ext): 484-586-3900 E-MAIL: info@odellstudner.com FAX (A/C, No): 484-586-3955 ADDRESS: info@odellstudner.com														
INSURED A.C. Schultes of Florida, Inc. 11865 US Highway 41 South Gibsonton FL 33534	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Co</td><td>16535</td></tr><tr><td>INSURER B : Travelers Prop Cas Co of Amer</td><td>25674</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co	16535	INSURER B : Travelers Prop Cas Co of Amer	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER: 1729117531

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		GLO038070904	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		BAP038071004	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP91M3584519NF	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC038070804	7/1/2019	7/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Berkley Assurance Company (NAIC#39462) Policy # BCAP50062530719 - Pollution Liability - \$2,000,000 Each Occurrence/\$2,000,000 Aggregate - Deductible \$10,000. Policy Term 07/01/2019 to 07/01/2020

Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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City Council Regular Agenda - March 17, 2020

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March 7, 2023 Regular Session Agenda Packet

Page 276 of 378

**AMENDMENT 1 TO AGREEMENT BETWEEN
THE CITY OF MOUNT DORA
AND A.C. SHULTES OF FLORIDA, INC.**

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and A.C. Schultes of Florida, Inc., 11865 US Hwy 41 South, Gibsonton, Florida 33534, hereinafter referred to as the "CONTRACTOR".

WHEREAS, on March 17, 2020, the CITY adopted Resolution 2020-43, which authorized the Agreement between the CITY and the CONTRACTOR stemming from that Toho Water Authority solicitation # IFB-19-122 (Agreement); and

WHEREAS, the Agreement, contemplated that the CONTRACTOR would provide maintenance and repair services for water supply wells and well pumps; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and the CONTRACTOR agree as follows:

1. The Agreement is hereby amended to include, paragraphs 3, 4, 6, 7, 8, and 9, of the First Amendment to Agreement for Maintenance and Repair Services for Water Supply Wells and Well Pumps (IFB-19-122) between Tohopekaliga Water Authority and the CONTRACTOR, dated January 18, 2023, attached hereto as **Exhibit "A"**. To the extent of any conflict between terms and conditions of paragraphs 3, 4, 6, 7, 8 and 9, of Exhibit "A" attached hereto and the Agreement, the terms and conditions of paragraphs 3, 4, 6, 7, 8 and 9 of Exhibit "A" attached hereto shall prevail.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 effective this ____ day of _____ 2023.

CITY OF MOUNT DORA

**CRISSY STILE, MAYOR of the City
of Mount Dora, Florida**

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legal sufficiency.

Sherry G. Sutphen, City Attorney

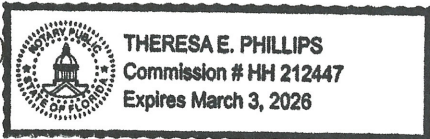
CONTRACTOR

By: [Signature]
Print: Gregory Schultes
Title: Vice President

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Gregory Schultes, as VICE PRESIDENT, of A.C. Schultes of Florida, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____ February, 2023.

(stamp)



[Signature]
NOTARY PUBLIC, State of Florida

Exhibit “A”

*First Amendment to Agreement for Maintenance and Repair
Services for Water Supply Wells and Well Pumps (IFB-19-122)*



Document Processing Form

(This form should remain with the document throughout processing)

Date: 1/17/23 Requestor's Name: M. Nzee
 Department: Procurement Services Extension: 5183
 Title of Document: Wet Well maintenance & Repair services
 Project Number: 1FB-19-122 Project Name: _____

Requested Processing:	
Check all that apply	
☒	Board Signature: Board Meeting Date: <u>01-18-23</u> Agenda Item No.: <u>79.</u>
☐	Executive Director's Signature
☐	Notary
☐	Forward to Legal Administrative Assistant for Recording
Check all that apply	
☐	Forward to County Clerk for Recording. Select the applicable County or Counties: ☐ Osceola ☐ Orange ☐ Polk
☐	Scan to Laserfiche & Notify Requestor
☐	Return to Requestor
☐	Dispose of Original

To be Completed by Processor	
Processed By: (Initial)	Date:
Executive Assistant to process:	
Legal Administrative Assistant Notes:	

Comments:

**FIRST AMENDMENT
TO AGREEMENT
FOR
MAINTENANCE AND REPAIR SERVICES FOR WATER SUPPLY WELLS AND
WELL PUMPS (IFB-19-122)**

THIS FIRST AMENDMENT TO AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES OF WATER SUPPLY WELLS AND WATER PUMPS (the "First Amendment") is made and entered between Tohopekaliga Water Authority, an independent special district established and created under Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose mailing address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (the "AUTHORITY" or "TWA") and A.C Schultes of Florida, Inc., a Florida profit corporation, whose principal address is 11865 US Highway 41, South Gibsonton, Florida 33534, (the "CONTRACTOR"). The AUTHORITY and the CONTRACTOR may individually be referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, TWA and the CONTRACTOR entered into an agreement for maintenance and repair services of water supply wells and well pumps, as more specifically set forth in Agreement IFB-19-122 (collectively the "Services"), which was approved by TWA's Board of Supervisors (the "Board") on December 18, 2019 (the "Agreement"); and

WHEREAS, TWA has assumed the responsibility for managing and operating the City of St. Cloud's Utility System and desires the CONTRACTOR continue to provide Services on its behalf to both TWA and St. Cloud locations, as more specifically listed herein; and

WHEREAS, pursuant to Section 25, entitled "Modification," the covenants, terms, and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, the purpose of this First Amendment is to amend the Agreement, as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and incorporated as a material part of this First Amendment.
2. The list of active water supply wells as shown, as set forth in Exhibit "A," Table I entitled "Toho Water Authority Active Potable Water Supply Wells," is hereby repealed and replaced to read as follows:

Well ID	Wellfield	Year Constructed	Casing Diameter (inches)	Casing Depth (ft bmp)	Total Depth (ft bmp)
2-1	Peabody	1984	12	146	502
2-2	Peabody	1990	12	146	470
2-3	Peabody	1999	12	153	400
4-3	Bella Lago (WTP#6)	2002	16	160	500
4-4	Bella Lago (WTP#6)	2003	16	162	541
5-1	Huron	1988	12	225	502
5-2	Huron	1980	12	190	666
5-5	Huron	2002	17	400	902
BLE-1	Bay Lake Estates	1986	8	271	505
BLE-2	Bay Lake Estates	2017	16	250	550
BVL-1	Buenaventura Lakes	1974	12	250	689
BVL-2	Buenaventura Lakes	1979	16	251	749
CW-1	Camelot West	1987	16	201	385
CW-2	Camelot West	1995	24	201	500
H-1	Harmony	2000	18	305	560
H-2	Harmony	2000	18	305	530
HG-1	Hidden Glen	1994	4	79	101
IC-1	Intercession City	1924	4	78	208
IC-2	Intercession City	1983	8	84	225
NB-1	North Bermuda	1969	16	278	458
NB-2	North Bermuda	1969	16	281	1195
NB-4	North Bermuda	1997	20	270	505
NB-5	North Bermuda	1997	20	260	508
NB-6	North Bermuda	2000	20	365	670
NW-1	Northwest Kissimmee	1972	12	147	375
NW-2	Northwest Kissimmee	1973	12	195	367
NW-3	Northwest Kissimmee	1997	14	415	608
NW-4	Northwest Kissimmee	1999	16	215	510
P-1	Parkway	1972	12	185	414
P-2	Parkway	1973	12	290	430
P-3	Parkway	1997	20	290	515
P-4	Parkway	2007	20	300	502
SW-1	Southwest	2004	24	155	390
SW-2	Southwest	2004	24	153	417
Well 1	Springlake Village	1991	8	255	454
Well 2	Springlake Village	2001	12	396	558

Well ID	Wellfield	Year Constructed	Casing Diameter (inches)	Casing Depth (ft bmp)	Total Depth (ft bmp)
SC -Well 1	WTP 1	1960	20	223	628
SC -Well 2	WTP 2	1954	20	317	692
SC -Well 3	EEOC Building	1954	20	327	671
SC -Well 5	WTP 4	2005	26	110	510
SC -Well 6	Kissimmee Park Road	2007	26	104	585
SC -Well 7	Kissimmee Park Road	2007	26	115	552

3. Section 1, entitled "Term," is hereby repealed and replaced to read as follows:

SECTION 1. TERM

The term of this Agreement shall become effective on March 1, 2020 and continue through February 28, 2025.

4. The "Price Sheet," as set forth in Exhibit "A," Section 6 to the Agreement, entitled "Revised Bid Form," is hereby repealed and replaced with a modified "Revised Bid Form," a copy of which is attached and incorporated hereto by reference.
5. Section 5, entitled "Compensation," is hereby repealed and replaced to read as follows:

SECTION 5. COMPENSATION

- A. The amount to be paid under this Agreement for Services rendered shall be in accordance with the unit prices listed in Exhibit "A," for a total not-to-exceed amount of Eight Hundred Eighty Nine Thousand, Five Hundred Eighty Dollars (\$889,580) for the term of the Agreement.
- B. Compensation for Services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the AUTHORITY. The AUTHORITY reserves the right, in its sole discretion, to forego the use of the CONTRACTOR for any project, which may fall within the Scope of Services listed herein. In the event the AUTHORITY is not satisfied with the Services provided by the CONTRACTOR, the AUTHORITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem to the satisfaction of the AUTHORITY.
6. Section 30, entitled "Employment Eligibility Verification (E-Verify)," is hereby repealed and replaced to read as follows:

SECTION 30. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- a.) As a condition precedent to entering into this Agreement, and in compliance with section 448.095, Florida Statutes, the CONTRACTOR and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- b.) The CONTRACTOR shall require each of its subcontractors to provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with any unauthorized alien. The CONTRACTOR shall maintain a copy of the subcontractor's affidavit as a part of and pursuant to the records retention requirements of this Agreement.
- c.) The CONTRACTOR or any subcontractor who has a good faith belief that a person or entity with which it is contracting knowingly violated section 448.09(1), Florida Statutes, or the provisions of this section, shall terminate the contract with the person or entity.
- d.) The AUTHORITY upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the CONTRACTOR otherwise complied, shall promptly notify the CONTRACTOR and the CONTRACTOR shall immediately terminate the contract with the subcontractor.
- e.) A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract terminated under the provisions of this section may be challenged pursuant to section 448.095(2), Florida Statutes. The CONTRACTOR acknowledges that upon termination of this Agreement by the AUTHORITY for a violation of this section by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year. The CONTRACTOR further acknowledges that the CONTRACTOR is liable for any additional costs incurred by the AUTHORITY as a result of any contract for violation of this section.
- f.) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- g.) Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security

website: <http://www/dhs/gov/E-verify>.

7. Section 35, entitled "Counterparts Electronic Transactions and Electronic Signatures," is hereby created to read as follows:

**SECTION 35. COUNTERPARTS, ELECTRONIC TRANSACTIONS,
AND ELECTRONIC SIGNATURES.**

This Agreement may be electronically executed by the Parties in counterparts up to but not exceeding the number of parties, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. Each Party may deliver its executed signature page by email transmission to the other Parties at the email addresses set forth herein. Delivery shall be effective and complete upon completion of such email transmission. The Parties agree that electronic signatures may be used in the execution of this Agreement in accordance with Parts I and II of Chapter 668, Florida Statutes.

8. Section 36, entitled "Signatory," is hereby created to read as follows:

SECTION 36 SIGNATORY

Each signatory below represents and warrants that he or she has the full power, and is duly authorized by their respective Party, to enter into and perform under this Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

9. The changes set forth in the First Amendment shall become effective upon the execution of both Parties.
10. All of the terms and conditions of the original Agreement and any subsequent Amendment, not otherwise revised or amended herein, shall remain in full force and effect. To the extent of the conflict between this First Amendment and the original Agreement or subsequent Amendment, the terms and conditions of this First Amendment shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this First Amendment effective this 18th day of January, 2023.

A.C SCHULTES OF FLORIDA, INC.

By: [Signature]
Print Name: Gregory Schultes
Title: Vice President

Attest: [Signature]
Print Name: Jeff DeMatte
Title: Secretary / Treasurer
Address: 11865 US HWY 41 S.
Gibsonton, FL 33534

TOHOPEKALIGA WATER AUTHORITY

By: [Signature]
Print Name: Henry Thacker
Title: Board of Supervisors Chairman

Attest: [Signature]
Print Name: William Land
Title: Board of Supervisors Secretary
Address: 951 Martin Luther King Blvd.
Kissimmee, Florida 34741

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of January, 2023, by Gregory Schultes as Vice President of A.C Schultes of Florida, Inc., a Florida profit corporation, on behalf of the corporation. He/she is X personally known to me OR _____ has produced _____ as identification.

[Signature]
Notary Public



ANNA COMINSKI
Notary Public
State of Florida
Comm# HH248646
Expires 4/4/2026

Printed Name or Stamp:

Anna Cominski

My Commission Number: HH248646

My Commission Expires: 04/04/2026

(Stamp)

Revised Bid Form

Item #	Description	UOM	Unit Price
1	Pre-performance testing in accordance with Specifications	EA	\$ 2,675.00
2	Mobilization/demobilization, remove pump, column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, etc., back into well, including site restoration	EA	\$ 9,095.00
3	Disinfection of water supply well in accordance with Specifications	EA	\$ 2,354.00
4	Post-performance testing in accordance with specifications	EA	\$ 2,675.00
5	Complete well casing cleaning & video-recorded inspection of well in accordance with Specifications	EA	\$ 7,490.00
6	Hourly charge for well pump handling rig & crew	HR	\$ 315.65
7	Hourly charge for service truck & crew	HR	\$ 214.00
8	Business hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	\$ 117.70
9	Business hourly charge geophysical logging truck & operator for water quality testing	HR	\$ 374.50
10	After hours/emergency hourly charge for well pump handling rig & crew	HR	\$ 326.35
11	After Hours/Emergency hourly charge for service truck & crew	HR	\$ 219.35
12	After hours/emergency hourly charge for shop technician(s) for pump repair shaft alignment, etc.	HR	\$ 160.50
13	Labor and materials for closure of 4" well	L.S.	\$ 9,095.00
14	Labor and materials for closure of 8" well	L.S.	\$ 14,980.00
15	Mechanical Integrity Testing (Packer Testing)	L.S.	\$ 26,750.00
16	Fixed % Mark-Up for replacement parts		10%



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval of Task Authorization with A.C. Schultes of Florida, Inc., for Water Treatment Plant #1 Well Repair

Introduction:

This is a request for City Council to approve A.C. Schultes for Water Supply Well Rehab at Water Plant #1.

Discussion:

Water Treatment Plant #1, water supply well #4 is in need of rehabilitation. The wells at the water treatment facilities are on a 5-year rotation for maintenance and rehab to ensure parts are replaced and video inspections are performed to reduce the chance of a failure occurring. The cost to restore the water supply well is \$59,527.00. The repair is less than 10% of the cost to drill a new well. This maintenance will ensure the City maintains Florida Department of Environmental Protection water supply well standards. The City water system has additional water supply wells as backup, but it is necessary to rehab well #4 to ensure uninterrupted drinking water for utility customers.

Budget Impact:

The FY 2022/23 Utility budget includes repair and maintenance funds for maintaining large items such as water supply wells and pumps. There are sufficient funds in GL 421-1920-536.46-01 for this maintenance item.

The pricing for this project is based on the City's piggyback agreement with A.C. Schultes under the Tohopekaliga Water Authority, which was approved by Council on March 17, 2020, through the adoption of Resolution 2020-43.

Strategic Impact:

Infrastructure - Maintain a high level of water quality with uninterrupted service.

Recommendation:

City Council to approve the Task Authorization with A.C. Schultes of Florida, Inc.

Attachment(s):

1. Attachment #1 WO 0094149 QUOTES, VIDEO LOG, REHAB OF WELL-4_AC SCHULTES
2. Updated TA Signed.SAC SCHULTE23030109330

Prepared by: Ethan Hand

Reviewed by: GEORGE MAREK, Interim Public Works Director
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 1/30/2023

Approved - 1/30/2023

Approved - 2/28/2023

Approved - 3/1/2023

Final Approval - 3/1/2023

ATTACHMENT #1

WTP-1/PULL, VIDEO LOG, & REHAB WELL-4 WO 0094149 PO#



A. C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton, FL 33534

24 Hour Service
(813) 741-3010
Fax (813) 741-3170

January 10, 2023

City of Mount Dora
Attn: Mr. Dan Ortiz
900 N. Donnelly Street
Mount Dora, FL 32757

RE: WTP-1 Well #4

Dear Mr. Ortiz;

In accordance with your request, A.C. Schultes of Florida, Inc. (ACS) is pleased to present the following proposal based on all the information you have provided:

Scope of Work:

Mobilize to site with crane truck and crew

Remove existing motor and leave with City

Remove VTP assembly

Conduct static video log of the well from surface to total depth

Remobilize after repairs/replacement and re-install pump assembly

Total Estimated Cost	\$	8,800.00
----------------------	----	----------

Furnish Peerless 14MD-2 stage bowl assembly / 12" straight thread outlet & 10" threaded suction

Do not mobilize to pull the pump until the Peerless Bowl is received

Then pull the pump and refurbish some components, then install

New top shaft and motor shaft (estimated at 1-1/2" diameter)

Clean spider brackets and install new inserts

Clean and straighten existing shafting (assuming existing shafts are 1-1/2")

New 10" 304 stainless steel cone strainer

Refurbish existing stuffing box

Blast and paint existing discharge head for re-use

Provide all new column pipe (15) 12" x 10' & (2) 12" x 5'

Total Estimated Cost	\$	50,727.00
----------------------	----	-----------

Bid Clarifications:

City of Mount Dora shall provide access to the site for ACS equipment and crew

The Peerless 14MD-2 stage bowl is a 12 - 14 week lead time

Peerless datasheet is attached with conditions of service

City of Mount Dora will be responsible for the 150 HP VHS motor

If anything additional is required after ACS receives/inspects the pump, Mt. Dora will be notified immediately

Water quality sampling is not included

Pump pricing is only valid with pump removal & installation

Epoxy coating can be added for an additional cost if requested

All other services, except noted above, are excluded

This quote is valid for 30 days

Sincerely,

Gregory Schultes

Gregory Schultes

Daniel P. Ortiz 01/10/2023

James Klein 1/10/2023

**Customer Price Sheet Total Only**

Project name	Mt. Dora WTP 1, Well 4	Quote Number / ID	1703582
Customer	ACSFL	Model / Stages	14MD/HC / 2
Tag Number	002	Flow, rated	2,760 USgpm
Customer ref. / PO		Differential head / pressure, rated	169.5 ft
		Speed, rated	1770 rpm

Total

Grand Total

Pump

Qty	Description
1	14MD/HC Bowl Assembly Pump Type: New Pump Bowl Size: 14MD Number of Stages: 2 stage Materials of Construction: Materials (Cast Iron, Alum Bronze) Bowl Material: Cast Iron Bowl Configuration (Connection) Top Bowl (Discharge Connection): Discharge Case Suction: Threaded Suction Shaft, Pump: 1 15/16 inch Pump shaft material (Bowl Shaft): 416 Stainless Steel Efficiency: Standard Efficiency Impeller Wear Rings: None Bowl Wear Rings: None Suction Accessory: Cone Strainer Suction Accessory - Material: 316 Stainless Steel Lateral Travel in Bowl Assembly: Standard Bowl Bearing Materials: Standard (Bronze/Rubber) Impeller Balance: Dynamic (two plane) Balance Dry Pit Application: No Suction pipe: None Impeller Fastening: 316 Stainless Steel (lock collets) Bowl Bolting: 316 Stainless Steel Column / Line Shaft / Coupling Line Shaft Lubrication: Product Lubrication Line Shaft Material: 416 SS Coating / Painting Systems System: Standard factory paint - enamel Outside Bowl Assembly: Standard factory paint - enamel Inside Bowl Assembly: Standard Coating: Glass or Scotchkote 134 Testing Tolerance Type: Hyd Ins 14.6 Bilateral (1B) Assembly / Match Marking / Shipping Factory Assembly for Shipment: Factory Assembled Certifications / Certificates Additional Certifications NSF 61 International Classification Nameplate (Subject to factory validation of design and materials)

**Pump Performance Datasheet**

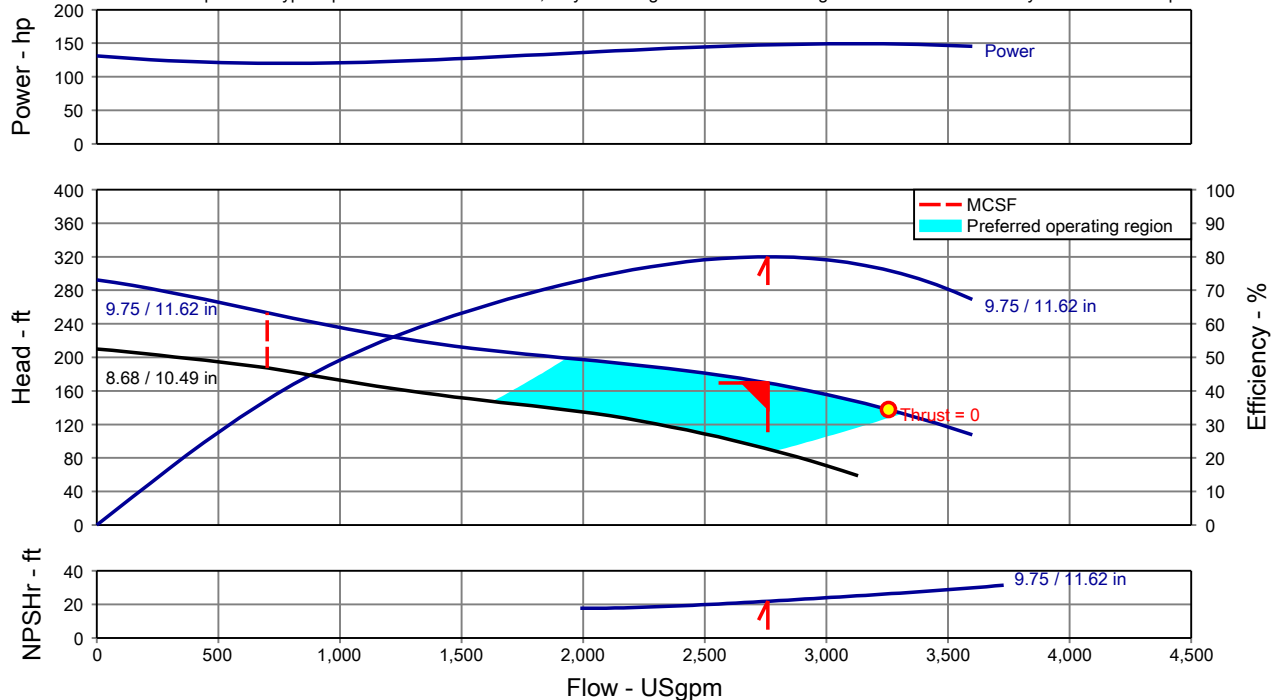
Customer	: ACSFL	Quote Number / ID	: 1703582
Customer ref. / PO	:	Peerless Model	: 14MD/HC
Tag Number	: 002	Stages	: 2
Service	:	Based on curve number	: 14MDHC-4602280 Rev July 2020
Quantity	: 1	Date last saved	: 01 Aug 2022 1:58 PM
Operating Conditions		Liquid	
Flow, rated	: 2,760 USgpm	Liquid type	: Cold Water
Differential head / pressure, rated (requested)	: 169.5 ft	Additional liquid description	:
Differential head / pressure, rated (actual)	: 169.5 ft	Solids diameter, max	: 0.00 in
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by volume	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG
Performance		Viscosity, rated	: 1.00 cP
Speed, rated	: 1770 rpm	Vapor pressure, rated	: 0.34 psi.a
Impeller diameter, rated	: 9.75 / 11.62 in	Material	
Impeller diameter, maximum	: 9.75 / 11.62 in	Material selected	: Material Group, Standard
Impeller diameter, minimum	: 8.68 / 10.49 in	Pressure Data	
Efficiency (bowl / pump)	: 79.99 / - %	Maximum working pressure	: See the Additional Data page
NPSH required / margin required	: 21.9 / 0.0 ft	Maximum allowable working pressure	: See the Additional Data page
Ns (imp. eye flow) / Nss (imp. eye flow)	: 3,331 / 9,193 US Units	Maximum allowable suction pressure	: N/A
MCSF	: 700 USgpm	Hydrostatic test pressure	: See the Additional Data page
Head, maximum, rated diameter	: 292.6 ft	Driver & Power Data (@Max density)	
Head rise to shutoff (bowl / pump)	: 72.63 / - %	Motor sizing specification	: Max power (non-overloading)
Flow, best eff. point (bowl / pump)	: 2,760 / - USgpm	Margin over specification	: 0.00 %
Flow ratio, rated / BEP (bowl / pump)	: 100.00 / - %	Service factor	: 1.15
Diameter ratio (rated / max)	: 100.00 %	Power, hydraulic	: 118.1 hp
Head ratio (rated dia / max dia)	: 100.00 %	Power (bowl / pump)	: 147.6 / - hp
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00	Max power (non-overloading)	: 149.3 hp
Selection status	: Acceptable	Nameplate motor rating	: 150.0 hp / 111.9 kW

Bowl performance. Adjusted for construction and viscosity.

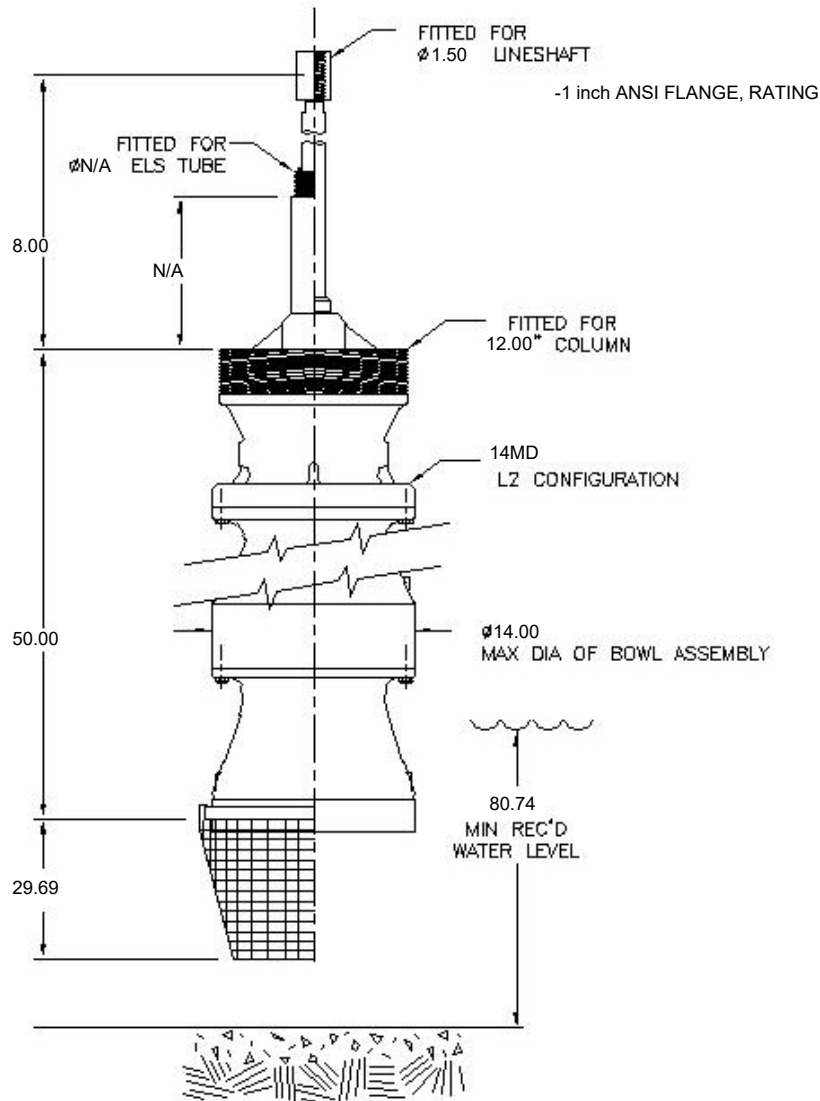
The duty point represents the head at the bowl.

Performance based on test acceptance - Hyd Ins 14.6 Bilateral (1B)

Performance curve represents typical performance. When tested, only the design flow and head are guaranteed. Contact factory for additional requirements.



General Arrangement Drawing



APPROXIMATE DRY WEIGHT	
Bowl Assembly	700 lb

GENERAL DATA			
Capacity	2,760 USgpm	Liquid	Cold Water
Head	169.5 ft	Specific Gravity	1.000 SG
Pump Speed	1770 rpm		
Customer Name ACSFL			
Quote No 1703582			
Item No. 002			
Project Mt. Dora WTP 1, Well 4			
Date 01 Aug 2022 1:52 PM			

Notes

1. Unless otherwise specified, dimensions are in inches
2. Read instructions before beginning pump assembly or installation
3. Drawing is preliminary until certified by factory.



1703582-002

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between A.C. Schultes of Florida, Inc., (Contractor) and the City of Mount Dora, approved under Resolution 2020-43, dated March 17, 2020, and Amendment 1 dated March 7, 2023, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.

Project Amount: \$59,527.00

Budget Account Number: 421-1920-536.46-01

City Project Manager: Ethan Hand

Contractor: A.C. Schultes of Florida, Inc.

Contractor Project Manager: Gregory Schultes

**NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED
TASK AUTHORIZATION AND A CITY PURCHASE ORDER
ARE DELIVERD TO THE CONTRACTOR.**

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package shall include:

Exhibit A – Scope of Work
Exhibit B – Sub-Contractors
Exhibit C - Schedule
Exhibit D – Compensation

Recommended By:

Print: George Marek, P.E., Director of Public Works

Signature: George Marek Digitally signed by George Marek
Date: 2023.02.28 15:17:37 -05'00'

Date: 2/28/2023

Reviewed By:

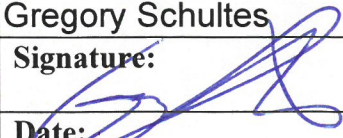
Print: _____

Date: _____

Signature: _____

CONTRACTOR ACCEPTANCE

Print Name:
Gregory Schultes

Signature: 

Date:
02/28/2023

CITY APPROVAL

Print Name:

Signature:

Date:



Exhibit A Scope of Work

A. C. Schultes of Florida, Inc.
11865 US Highway 41 South
Gibsonton, FL 33534

24 Hour Service
(813) 741-3010
Fax (813) 741-3170

January 10, 2023

City of Mount Dora
Attn: Mr. Dan Ortiz
900 N. Donnelly Street
Mount Dora, FL 32757

RE: WTP-1 Well #4

Dear Mr. Ortiz;

In accordance with your request, A.C. Schultes of Florida, Inc. (ACS) is pleased to present the following proposal based on all the information you have provided:

Scope of Work:

Mobilize to site with crane truck and crew

Remove existing motor and leave with City

Remove VTP assembly

Conduct static video log of the well from surface to total depth

Remobilize after repairs/replacement and re-install pump assembly

Total Estimated Cost	\$	8,800.00
----------------------	----	----------

Furnish Peerless 14MD-2 stage bowl assembly / 12" straight thread outlet & 10" threaded suction

Do not mobilize to pull the pump until the Peerless Bowl is received

Then pull the pump and refurbish some components, then install

New top shaft and motor shaft (estimated at 1-1/2" diameter)

Clean spider brackets and install new inserts

Clean and straighten existing shafting (assuming existing shafts are 1-1/2")

New 10" 304 stainless steel cone strainer

Refurbish existing stuffing box

Blast and paint existing discharge head for re-use

Provide all new column pipe (15) 12" x 10' & (2) 12" x 5'

Total Estimated Cost	\$	50,727.00
----------------------	----	-----------

Bid Clarifications:

City of Mount Dora shall provide access to the site for ACS equipment and crew

The Peerless 14MD-2 stage bowl is a 12 - 14 week lead time

Peerless datasheet is attached with conditions of service

City of Mount Dora will be responsible for the 150 HP VHS motor

If anything additional is required after ACS receives/inspects the pump, Mt. Dora will be notified immediately

Water quality sampling is not included

Pump pricing is only valid with pump removal & installation

Epoxy coating can be added for an additional cost if requested

All other services, except noted above, are excluded

This quote is valid for 30 days

Sincerely,

Gregory Schultes

Gregory Schultes

Daniel P. Ortiz 01/10/2023

James Klein 1/10/2023

Exhibit B Sub-Contractors

1. None

Exhibit C Schedule

Upon issued notice to proceed, the estimated completion time is 180 business days.

Exhibit D Compensation

Scope of Work:

Mobilize to site with crane truck and crew

Remove existing motor and leave with City

Remove VTP assembly

Conduct static video log of the well from surface to total depth

Remobilize after repairs/replacement and re-install pump assembly

Total Estimated Cost	\$	8,800.00
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Do not mobilize to pull the pump until the Peerless Bowl is received

Then pull the pump and refurbish some components, then install

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New 10" 304 stainless steel cone strainer

Refurbish existing stuffing box

Blast and paint existing discharge head for re-use

Provide all new column pipe (15) 12" x 10' & (2) 12" x 5'

Total Estimated Cost	\$	50,727.00
----------------------	----	-----------



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Authorization for City Manager to Execute all Necessary Insurance and Title Transfer Documents Related to Acceptance of the Insurance Settlement and Coverage of the City Vehicle (VIN# 1FM5K8AR2JGA46431) Total Loss Which Occurred on January 4, 2023

Introduction:

This is a request for City Council to authorize the City Manager to execute all necessary insurance and title transfer documents related to acceptance of the insurance settlement and coverage of the City vehicle (VIN# 1FM5K8AR2JGA46431) total loss which occurred on January 4, 2023.

Discussion:

On January 4, 2023, a City vehicle (VIN# 1FM5K8AR2JGA46431) was totaled in an accident. This is a request to authorize the City Manager to execute all necessary insurance and title transfer documents related to the acceptance of the insurance settlement relating to this claim.

Budget Impact:

N/A

Strategic Impact:

Goal 3: Fiscal Resources

Recommendation:

City Council to authorize City Manager to execute all necessary insurance and title transfer documents related to acceptance of the insurance settlement and coverage of the City vehicle (VIN# 1FM5K8AR2JGA46431) total loss which occurred on January 4, 2023.

Attachment(s):

1. Letter to PGCS regarding authorization to sign

Prepared by: Merry Lovern, Executive Assistant

Reviewed by: Kim Helfant, Human Resources Manager
Aneta Barton, Budget Director
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/27/2023

Approved - 2/28/2023

Approved - 2/28/2023

Approved - 2/28/2023

Final Approval - 2/28/2023



CITY OF MOUNT DORA

CITY COUNCIL

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-383-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1501 Robie Ave.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

March 7, 2023

PGCS
Attn: Unit 648, Claim # 410716
P.O. Box 614004
Orlando, FL 32861

To Whom It May Concern:

I, Crissy Stile, as Mayor of the City of Mount Dora, confirm that Patrick C. Comiskey, as City Manager, is authorized to sign documents on behalf of the City of Mount Dora.

Year: 2018
Make: Ford
Model: Explorer Police Interceptor
VIN: 1FM5K8AR2JGA46431

CRISSY STILE, MAYOR

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Crissy Stile, who is personally known to me, and who did/did not take an oath this _____ day of _____, 2023.

(stamp)

NOTARY PUBLIC, State of Florida



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval of Meeting Minutes

- February 7, 2023 City Council Regular Session
- February 21, 2023 City Council Regular Session

Introduction:

This is a request for City Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. 02.07.2023 Regular Session Minutes.DRAFT
2. 02.21.2023 Regular Session Minutes.DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Jeanann Hand, City Clerk

Final Approval - 2/28/2023

**CITY OF
MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES**



**February 7, 2023
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Crissy Stile called to order the February 7, 2023, Regular Session of the Mount Dora City Council at 6:00 P.M. in the City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A Moment of Silence and Pledge of Allegiance was led by Councilmember Bryant.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. **Black History Month Proclamation**
Mayor Stile read into the record the Black History Month proclamation.
2. **Lineman Appreciation Presentation**
Mayor Stile praised the performance of the Linemen during Hurricane Ian and presented plaques to the linemen who were present.
3. **Mount Dora Fun Fact**
Mayor Stile shared a photo diagram of the Mount Dora Catacombs.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, spoke about the proposed development on State Road 46. He urged the City to examine its guidelines for Planned Unit Developments, and expressed misgivings regarding the project.

Vanny Escobar, 314 South Rhodes Street, spoke against the proposed new development, expressing desire to maintain the City's small town character.

Patricia Huizing, 1130 East Ninth Avenue, spoke against the proposed project, questioned zoning conflicts, asked for more opportunity for public input, and mentioned citizen rights.

Thomas Pauls, 8673 Bridgeport Bay Circle, expressed worry about the proposed project, and emphasized the need for the City to understand the impact this development would have on the community.

John Suarez, 22551 Coral Road, Eustis, cautioned against uncontrolled growth. He pointed out the current unfavorable circumstances of similar communities which moved forward with like projects

Susie Segal, 930 West Eleventh Avenue, requested a Town Hall meeting before the scheduled February 21 Council meeting vote.

Tom Biery, 631 East Third Avenue, referenced the City's "Someplace Special" tag, and the growth of The Villages. He spoke about transparency, trust, and the proposed project's impact on citizens. He requested the second vote be postponed.

Charlie Sanz, 980 Page Lane, spoke against the City accepting the development, stating she had no trust in the developer. She requested a Town Hall meeting.

Dianna Johns, 735 Crane Avenue, expressed concern over the problems the proposed development might cause for the community.

Tony Castronovo, 30122 Cheval Street, mentioned the odor in his neighborhood and the steps being taken to remedy it. He recommended the City's development remain within a 100 foot height limit.

Linda Criswell, 2100 David Court, voiced agreement with those who had already commented, concurring she wished Mount Dora to maintain its "small town" feel.

Alexandra Serafini, 2018 Castelli Boulevard, offered her perspective as a younger person, stating she would not wish to live in the proposed development.

Pastor Bobby D. Rowe, 1641 Montclair Court, praised the City for the downtown display of Black History Month banners.

Ephraim McCormick, 2800 Wolf Branch Road, spoke about the roles of the County and of City Council, and mentioned he is against the proposed development.

Jessica Simmons, 31047 Interlachen Drive, Sorrento, stated she is against the proposed development, and mentioned she started the online petition against it. She urged Councilmembers to read the comments on the petition page.

Terry Hathaway, 100 North Alexander Street, thanked Councilmember Dawson for his vote against the proposed project, and called the proposed development reckless.

Diana Cunningham, 2207 Dogwood Circle, reminded Councilmembers they are elected to do the will of their constituents.

Tina Peach, 1022 West Eleventh Avenue, reminisced about Mount Dora's traditional character, and spoke against the proposed development.

Bill Case, 34015 Gidran Terrace, voiced concern over the legitimacy of the developer.

Meisha Santagata, 30237 Hackney Loop, spoke against the proposed development.

Judy Pearl O'Malley, Lakes of Mount Dora, voiced concern regarding changing the character of Mount Dora and the ability of the community to accommodate inhabitants of the proposed development, especially regarding schools.

Rebecca DiBonaventure, 2006 Castelli Boulevard, spoke about the Groves development and the proposed new development, expressing concern.

Alexander Ziesemer, 21735 Wolf Branch Road, spoke against the proposed development, suggesting it should be four to five stories at the most.

Frank Kerwin, 1110 East Fifth Avenue, suggesting reconsidering the City's Planned Unit Development situation and Future Land Use plan, and mentioned the proposed development is not what the Wolf Branch District was supposed to have been.

Mike Santagata, 20327 Hackney Loop, questioned the reason for the proposed development, and mentioned the undesirable characteristics of a big city.

Jacob McLaughlin, 35038 County Road 437, Sorrento, expressed wishes to not destroy the desirable rural character of the community.

Bryan Biery, 631 East Third Avenue, warned against overbuilding the community. She urged against uncontrolled growth and expressed desire for the opportunity for the people to speak.

Joe Lewis, 148 Charles Avenue, commended commenters. He mentioned the Simpson Groves development issue with the County, and expressed support for Council to continue exploring the proposed Wolf Branch development.

Caleb Souileau, 20849 Oldenburg Loop, spoke about the odor in his neighborhood.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA;
COUNCILMEMBER ROLFSON SECONDED THE MOTION.***

BOARD APPOINTMENTS

.1. Advisory Board Appointments

MOTION BY COUNCILMEMBER ROLFSON TO REAPPOINT LYNN TACHER TO THE NORTHEAST CRA ADVISORY BOARD; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE.

MOTION BY COUNCILMEMBER ROLFSON TO REAPPOINT DON MARX TO THE HISTORIC PRESERVATION BOARD; MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

MOTION BY COUNCILMEMBER DAWSON TO APPOINT BRYAN BELK TO THE NORTHEAST CRA ADVISORY BOARD; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

- 1. Request Approval of Meeting Minutes**
 - January 10, 2023 Lake County Board of County Commissioners Agenda Item VII. A.
 - January 17, 2023 City Council Regular Session
 - January 17, 2023 CRA Governing Board
 - January 17, 2023 Northeast CRA Governing Board
- 2. Request Adoption of Resolution No. 2023-07, Utility Billing Accounting Adjustment**
- 3. Request approval of Piggyback Agreement between the City of Mount Dora and I.C. System, Inc. related to collection services**
- 4. Request Approval of the Agreement between the City of Mount Dora and Library Interiors of FL for Library Shelving and Installation**
- 5. Request Approval of the Piggyback Agreement Between the City of Mount Dora and Rep Services, Inc., Related to Various Playground Equipment**
- 6. Authorization for the Mayor to sign two Estoppel Certificates for Mount Dora Solar I, LLC**

7. Rescheduling the April 4, 2023 City Council Regular Session Business

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request adoption of Final Reading of Ordinance No. 2023-02, Orange Lake Development, LLC (Rezone to C-2A)

City Attorney Sutphen read Ordinance No. 2023-02, Orange Lake Development, LLC (Rezone to C-2A), by title only.

ORDINANCE NO: 2023-02

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF U.S. HIGHWAY 441 AND EAST CROOKED LAKE DRIVE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

City Attorney Sutphen announced there were no changes to the ordinance since its first reading.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

City Attorney Sutphen confirmed there was no ex parte communication.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FINAL READING OF AND ADOPT ORDINANCE NO. 2023-02, ORANGE LAKE DEVELOPMENT, LLC (REZONE TO C-2A); COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Rolfson
Councilmember Dawson
Councilmember Cataldo
Councilmember Walker
Councilmember Bryant
Vice-mayor Crail
Mayor Stile

NO None

DISCUSSION ITEM

1. Parking Ticket Fines

Interim Police Chief Michael Gibson informed those present about recent concern over inappropriate boat trailer parking. Reasons for the frequency of the offense were explored. Councilmembers discussed raising the ticket fine for the offense.

Interim Chief Gibson suggested adding language to our current ordinance to address the issue. Communication to the public regarding an updated fine was emphasized.

Also discussed was the reasonable amount for the fine, the basis for setting fines, grace periods, the disbursement of funds, and the possibility of the City, instead of the County, facilitating appeals to tickets.

Council recommended a comprehensive look at ticket fines for possible updates. Numbers of tickets and warning notices issued were discussed. General lack of parking was mentioned.

City Manager Comiskey stated the City would return with further, more definitive information.

CITY MANAGER'S REPORT

City Manager Comiskey commended Public Works Director George Marek for the award to the City of the Safer Streets and Roads for All Grant from the Florida Department of Transportation

Mr. Comiskey informed Council about the extension of the grant deadline for the completion of the Kayak Launch project. He updated them regarding efforts to determine the sources of and to remedy the possible causes of odor complaints the City is receiving.

Councilmember Rolfson shared a legislative report regarding House Bill 401.

CITY ATTORNEY'S REPORT

City Attorney Sutphen reported a claim filed against the City.

COMMUNICATIONS AND REPORTS

1. **Council Member John Cataldo**
Councilmember Cataldo commended two staff members on their job performances.
2. **Council Member Dennis Dawson**
Councilmember Dawson mentioned the Strong Towns event he attended with staff members. He also spoke about communication with constituents.
3. **Council Member Cal Rolfson**
Councilmember Rolfson spoke about Town Hall meetings and communication.
4. **Council Member Nate Walker**
Councilmember Walker spoke about a possible workshop, the Cauley Lott Park Grand Re-opening, and the Black History Month banners.
5. **Council Member Doug Bryant**
Councilmember Dawson spoke about communication with constituents, mentioning timing of such communication. He mentioned local Black History figures.
6. **Vice-Mayor Marc Crail**
Vice-mayor Crail mentioned the passion of the public commenters.
7. **Mayor Crissy Stile**
Mayor Stile thanked public commenter, and spoke about communication with the public. She mentioned the Cauley Lott Park Grand Re-opening.

FUTURE MEETING DATES

1. February 21, 2023, 6:00 P.M., Regular Session
2. March 7, 2023, 6:00 P.M., Regular Session
3. March 21, 2023, 6:00 P.M., Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 8:19 P.M.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

**CITY OF
MOUNT DORA, FLORIDA
CITY COUNCIL
MINUTES**



**February 21, 2023
City Hall
510 N. Baker St.
Mount Dora, FL 32757**

CALL TO ORDER

Having been duly advertised as required by law, Mayor Stile called to order the February 21, 2023 meeting of the Mount Dora City Council at 6:00 p.m. in the City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A Moment of Silence and Pledge of Allegiance was led by Councilmember Cataldo.

ROLL CALL

Members Present

Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At Large

Also Present

Patrick C. Comiskey, City Manager
Sherry G. Sutphen, City Attorney
Jeanann Hand, City Clerk

Mayor Stile explained the reason for the meeting taking place in the Council Chambers instead of the Music Hall, and why commenting is disabled on City social media sites.

PRESENTATIONS

1. **Irish Heritage Month Proclamation**
Mayor Stile read into the record the proclamation recognizing Irish Heritage Month.
2. **Friends of the Environment Awards**
Donna Shelly, representing the Mount Dora Friends of the Environment, presented awards on behalf of the organization.
3. **Mount Dora Fun Fact**
Mayor Stile shared information about Ruthie Watson and her impact on the City, and shared information about the historic downtown fire.

PUBLIC COMMENTS

Mayor Stile opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, spoke about the Joint Planning Agreement with Lake County, especially in relation to the Groves development. Mr. Hemingway suggested the City post updates online regarding the status of the JPA.

City Attorney Sutphen provided an update regarding the status of the JPA negotiation.

Anna Paula P. da Silva, 935 Fairview Avenue, spoke regarding social media commenting and Councilmember demeanor.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA;
COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY
A UNANIMOUS VOICE VOTE.***

CONSENT AGENDA

1. Request Approval of Agreement between the City of Mount Dora and 120 Water Audit d/b/a 120Water related to End to End Lead and Copper Compliance Program Solution
2. Request Approval to Waive the Facility Rental Fee for the Annual Lake Concert Band Event Which Benefits the Lake Cares Food Pantry

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CONSENT AGENDA;
COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION APPROVED BY
A UNANIMOUS VOICE VOTE.***

ACTION ITEMS

1. Request Authorization for the Mayor to Execute a Quitclaim Deed on Behalf of the City of Mount Dora, Transferring Property Back to Alysha Enterprises, Inc., and Acceptance of Easement Related to the Mount Dora Hotel Center Project

City Planner Sandersfeld explained the item, which is related to a site on Highway 441 near property designated for hotels. The execution of these documents will remove the frontage road and bring it back to the property owner, and create an ingress/egress easement.

Mayor Stile opened public comment.

Mitch Collins, 801 East South Street, Orlando, 32801, project engineer for this project, announced he was available to answer questions.

Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO AUTHORIZE THE MAYOR TO EXECUTE THE QUITCLAIM DEED ON BEHALF OF THE CITY OF MOUNT DORA, TRANSFERRING PROPERTY STATED IN THE ITEM ON THE AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Rolfson
Councilmember Walker
Councilmember Cataldo
Councilmember Dawson
Councilmember Bryant
Vice-mayor Crail
Mayor Stile

NO None

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Approval Final Reading (Adoption) of Ordinance No. 2023-04, Mount Dora Mixed Use for MK and AD Land Investments, LLC Final PUD (WBI-E District)

City Attorney Sutphen read Ordinance No. 2023-04 by title only.

ORDINANCE NO: 2023-04

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE REZONING AND MASTER PLAN FOR “MOUNT DORA MIXED USE”; PROVIDING FOR THE REZONING AND APPROVAL OF THE MOUNT DORA WOLF BRANCH INNOVATION EMPLOYMENT (WBI-E) DISTRICT FOR THAT PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF SR 46 AND EAST OF BUTTERCUP LANE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS;

**PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

City Manager Patrick Comiskey reminded those present regarding the developer, Aaron Hakim's, amenability to negotiation, and Mr. Hakim's history of availability to provide information about the project.

Councilmembers disclosed ex parte communication.

Councilmember Cataldo met with the developer at City Hall after the last Council meeting.

Councilmember Bryant noted all Councilmembers had met with Mr. Hakim and most likely responded to numerous emails regarding the project. Ms. Sutphen reviewed requirements regarding ex parte communication.

Councilmember Cataldo disclosed meeting with Mount Dora resident Sharon Crow, who asked for his stance. Councilmember Cataldo disclosed a text conversation with Steve Williams, a resident against the project. Mr. Cataldo announced he also received the emails sent to the general City Councilmember email address.

Councilmember Bryant disclosed numerous emails to which he responded individually; approximately 90 percent of the emails received were opposed to the project.

Councilmember Dawson disclosed approximately 75 emails. Two emails were in favor of the project. Most others were in favor, with exceptions, favoring the district, but not in favor of this project. Councilmember Dawson disclosed approximately 75 conversations in passing while walking his dog. The participants in those conversations were against the project.

Vice-mayor Crail disclosed the City Council general address emails, most of which were opposed to the project. His disclosed his responses consisted of thanking the senders for weighing in. He also disclosed meeting with Mr. Hakim at City Hall.

Mayor Stile disclosed the City Council general address emails, 90 percent of which were opposed to the project. Mayor Stile also disclosed meeting in her City Hall office with Sharon Crow, and visiting Minister Biery and his wife at their home. Mayor Stile disclosed numerous store visitors who mentioned the project to her.

Councilmember Rolfson repeated the disclosure of his meeting with Mr. Hakim before the first hearing, at which the Councilmember took no position, but received information. Councilmember Rolfson disclosed 50-100 emails to the City Council general email address, to which he responded with statements of gratitude, but no position on the topic. Councilmember Rolfson disclosed an email to Mr. Hakim asking for his phone number; he received a reply from Mr. Hakim with his phone number, but did not phone Mr. Hakim.

Councilmember Walker disclosed meeting with Mr. Hakim, and the receipt of the numerous emails to the City Council general email address as mentioned above, which were predominantly against the project. Councilmember Walker disclosed mentions of the project in passing, some of which were in favor of the project with conditions, and some against the project with conditions.

Planning Director Vince Sandersfeld reviewed the history of the project as it moved forward toward Council consideration, including their Planned Unit Development application, and review by the Development Review Committee and Planning and Zoning Commission. Discussion regarding height, land use, and deviation were mentioned. He reminded Council that the process of planning and development sets the zoning and development standards. Changes can only be made if the PUD is modified, which would need another public hearing.

Economic Development Manager Misty Sommer narrated a PowerPoint on the history of the Wolfbranch Innovation District. The PowerPoint is attached to the minutes as Exhibit A.

Brent Spain, 1809 Edgewater Drive, Orlando, 32804, spoke as land use counsel for applicant Mr. Hakim. Mr. Spain moved to introduce by reference, the record from the January 17, 2023 Mount Dora City Council meeting, including the agenda packet from that meeting. The agenda packet from January 17, 2023 is attached as Exhibit B. Mr. Spain asked for an opportunity for rebuttal after public comment.

Developer Aaron Hakim, 1830 Plymouth Sorrento Road, Apopka, 32712, introduced Jon Stover and Aaron King, from Jon Stover and Associates, an economic development consulting firm, who were appearing via Zoom. Mr. Stover and Mr. King presented an impact assessment. The impact assessment presentation is attached to the minutes as Exhibit C.

The firm's assessment is based on documents obtained from the city. The firm's calculations on square footage were based on the most recent numbers. Questions were raised about Gateway District uses versus Employment District uses, the allowance for deviations, and PUD and Zoning differences. The enforcement of Wolf Branch standards was mentioned. Councilmembers and the developer's representatives discussed employment impacts, and costs to the City of various land uses.

Mr. Spain referred to the City's Land Development Code sections regarding Wolf Branch and land uses. He repeated his request for the opportunity to rebut public comment. Councilmember Bryant disagreed regarding usage and offered to speak individually with Mr. Spain.

Mr. Hakim presented a PowerPoint demonstrating concessions made by the developer in response to feedback from the City. He offered the opportunity for those present to ask questions. Mr. Hakim's presentation is attached to the minutes as Exhibit D. He reported speaking to the school board and he delineated

compliance with land use qualifications.

Councilmember Cataldo stated the main concern for his constituents is building height.

Sustainability was discussed. Mr. Hakim explained phasing plans and the relocation of office space to satisfy the City while maintaining sustainability.

Discussion ensued regarding negotiations, building phases, commercial versus residential space, building height and topography, and density and intensity.

Councilmembers Walker and Dawson concurred height remains an issue. Councilmember Rolfson commended the developer for his cooperation with the City.

Mayor Stile adjourned for a break at 8:33 p.m. Mayor Stile called the meeting back to order at 8:45 p.m.

Vice-mayor Crail stated his preference for a lower-height development spread over a larger piece of land, and suggested 25 percent of the office space be built in Phase One. Mr. Hakim asserted their current plan conforms to that request. Vice-mayor Crail requested anything exceeding 100 feet in the PUD to sunset if not built within eight years. Mr. Hakim declined to commit to fulfilling that request.

Mr. Sandersfeld confirmed for Councilmember Walker that PUDs are not transferrable.

Mayor Stile opened public comment.

Ann Kreidler, 21734 Belgian Court, expressed concern over her view, animal habitat, and sink holes.

John Burkart, 1505 Heim Road, stated that developments of this sort destroy, and was dubious about the developer's ability to complete the project. He urged Council to vote against the project.

Cindy Newton, 19025 Lake Swatara Drive, Eustis, handed out an information sheet, which is attached to the minutes as Exhibit E, and spoke about the aquifer, Wolf Sink, and the effects of construction upon the environment.

Jon Suarez 22551 Corle Road, Eustis, spoke about Lake Nona, environmental issues, and the importance of collective growth management.

Elizabeth Pachelli, 32905 Scenic Hill Drive, spoke as a representative of the Hills of Mount Dora subdivision. She requested the decision be tabled until their concerns are addressed and further information is obtained.

Michael Cliburn, 7214 Chesterhill Circle, spoke as Vice President of Friends of the Wekiva River. He is concerned about the Florida aquifer recharge. He recommended a study by a Florida-certified hydro-geologic engineer. He urged the City not to approve the project until they are assured recharge will not be affected.

Barbara Rupert, 31810 Harris Road, unincorporated Tavares, stated the majority of the community is not for this project. The height and square footage are too much.

William Kays, 30415 Gidran Terrace, noted the development would be adjacent to his yard. He is opposed to the development, is concerned about infrastructure, and doesn't believe the space would find renters.

Rick Gonzalez, 34841 Estes Road, Eustis, commented on Mount Dora's negative reputation with developers, and stated the City must provide space for quality jobs and an educated work force. He is in favor of this project.

Meisha Santagata, 30237 Hackney Loop, spoke about traffic, infrastructure, and wildlife.

Tom Pauls, 8673 Bridgport Bay Circle, stated PUDs have to be executed consistent with polices in place. He urged the City to plan for a City that will be able maintain its quality of life twenty years from now.

Hunter File, 20946 Sullivan Ranch Boulevard, stated her opposition to this project, citing lack of infrastructure.

Ephraim McCormick, 2800 Wolf Branch Road, spoke against the project.

James Homich, 621 East Fifth Avenue, referred to the City's Comprehensive Plan in relation to this development. He asked Council to vote against the development. He suggested the developer hasn't met the conditions proposed by the Planning and Zoning Commission.

Wes Porak, 1216 Gray Court, Eustis, warned about ways this development would affect the entire area, not just the City of Mount Dora.

Nili Sinai, 635 East Ninth Avenue, spoke about greed and quality of life.

Danny Mack, 32521 Wolf Branch Lane, Sorrento, spoke about planning for

stormwater flooding, referencing neighborhoods with which he is familiar.

Christine King Harris, 402 Jackson Avenue, spoke about Sunshine Law and conflicts of interest.

Charlie Sanz, 980 Page Lane, stated she hasn't received an email response from Mr. Hakim. She believes the project would change the City for the worse.

Kelly Hannigan, 30543 Lippizan Terrace, expressed appreciation to Mr. Hakim and councilmembers, and concern regarding infrastructure. She supports growth with limits.

Scott Hicks, 21920 Belgian Court, is concerned regarding building height, construction noise, sinkholes, and jobs.

Linda Criswell, 2100 David Court, stated the development would not be a benefit to the City.

Mike Santagata, 30237 Hackney Loop, questioned how this development fits into the residential area. He asked council to vote against the project.

Karen Stevens, 2705 Tremont Drive, Eustis, expressed concern regarding wildlife, crime and traffic. She referred to the development as irresponsible growth. She spoke about the unfavorable conditions in south Florida.

Mayor Stile closed public comment.

Mayor Stile adjourned for a break at 10:00 p.m.

Mayor Stile called the meeting back to order at 10:05 p.m.

Mr. Spain reminded Council their vote should not be about popular opinion, but about applying the City's Comprehensive Plan to land development. He spoke of the reasons Councilmembers should approve the project. He warned of the potential consequences of denial. He reminded Council that no information provided at the meeting could be considered scientific data. No large warehouse is proposed. Density and intensity is commercial. The intensity was reduced by one third. Many issues raised would be part of the site plan, a stage which the project has not yet approached. He assured those present the project would comply with state and federal laws. He noted lay opinions are not grounds to deny a compliant project and reminded that a quasi-judicial decision needs to be based on competent substantial evidence. He stated the developer demonstrated compliance with adopted criteria, staff recommended approval of the project, and the project does not violate any policy. He noted the shifting of burden to the opposition. Mr. Spain announced his client would be willing to lower the building height to 197 feet at the State Road 46 line of site. Mr. Spain, on behalf of his client, requested approval with that modification.

City Attorney Sutphen reiterated the criteria to be considered for vote, and the definition of expert testimony.

Councilmembers further briefly discussed the project with Mr. Hakim. The specific limits and allowances for the new height were mentioned, including what can and cannot be accomplished with PUD amendments, and site plan and plat approvals.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FINAL READING AND ADOPTION OF ORDINANCE NO. 2023-04, MOUNT DORA MIXED USE FOR MK AND AD LAND INVESTMENTS, LLC FINA PUD (WBI-E DISTRICT) WITH INCLUSION OF THE REDUCTION OF BUILDING HEIGHT TO 197 FEET AND TWENTY-FIVE PERCENT OF THE OFFICE SPACE TO BE BUILT IN PHASE ONE; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION FAILED BY A 5-2 VOTE.

YES Councilmember Rolfson
Vice-mayor Crail

NO Councilmember Cataldo
Councilmember Dawson
Councilmember Walker
Councilmember Bryant
Mayor Stile

Council agreed to waive the one-year waiting period should the developer wish to bring back the development, and to waive the application fee. Mr. Hakim announced he would withdraw the application.

2. **Request Approval of First Reading of Ordinance No. 2023-05, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway**

City Attorney Sutphen read Ordinance No. 2023-05 by title only.

ORDINANCE NO.: 2023-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING CHAPTER 42, OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR THE IMPLEMENTATION OF

ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS AND THE ADJUSTMENT OF PRONOUNS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interim Chief Gibson explained the purpose of the ordinance, which adds language to the City's current code which will prohibit people from parking in a manner that prevents other drivers from safely backing out vehicles.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER CATALDO TO APPROVE THE FIRST READING OF ORDINANCE NO. 2023-05; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION APPROVED BY A ROLL CALL VOTE.

YES Councilmember Cataldo
Councilmember Rolfson
Councilmember Dawson
Councilmember Bryant
Councilmember Walker
Vice-mayor Crail
Mayor Stile

NO None

CITY MANAGER'S REPORT

1. Lobbyist Update

City Manager Patrick Comiskey directed attention to the summaries of the City's legislative appropriation requests for 2023. The requests are attached to the minutes as Exhibit F.

CITY ATTORNEY'S REPORT

No report.

COMMUNICATIONS AND REPORTS

1. Council Member Dennis Dawson

Councilmember Dawson would be visiting the Little Library at Traingle Elementary.

2. Council Member Cal Rolfson

No report.

3. **Councilmember Nate Walker**
Councilmember Walker commended City staff for Cauley Lott Park.
4. **Councilmember Doug Bryant**
No report.
5. **Councilmember John Cataldo**
No report.
6. **Vice-Mayor Marc Crail**
No report.
7. **Mayor Crissy Stile**
Mayor Stile commended staff regarding Cauley Lott Park and recent special events. She thanked those who attended the meeting to comment.

FUTURE MEETING DATES

1. March 7, 2023, 6:00 PM, Regular Session
2. March 21, 2023, 6:00 PM, Regular Session
3. April 18, 2023, 6:00 PM, Regular Session
4. May 2, 2023, 6:00 PM, Regular Session

ADJOURNMENT

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION APPROVED BY A UNANIMOUS VOICE VOTE.

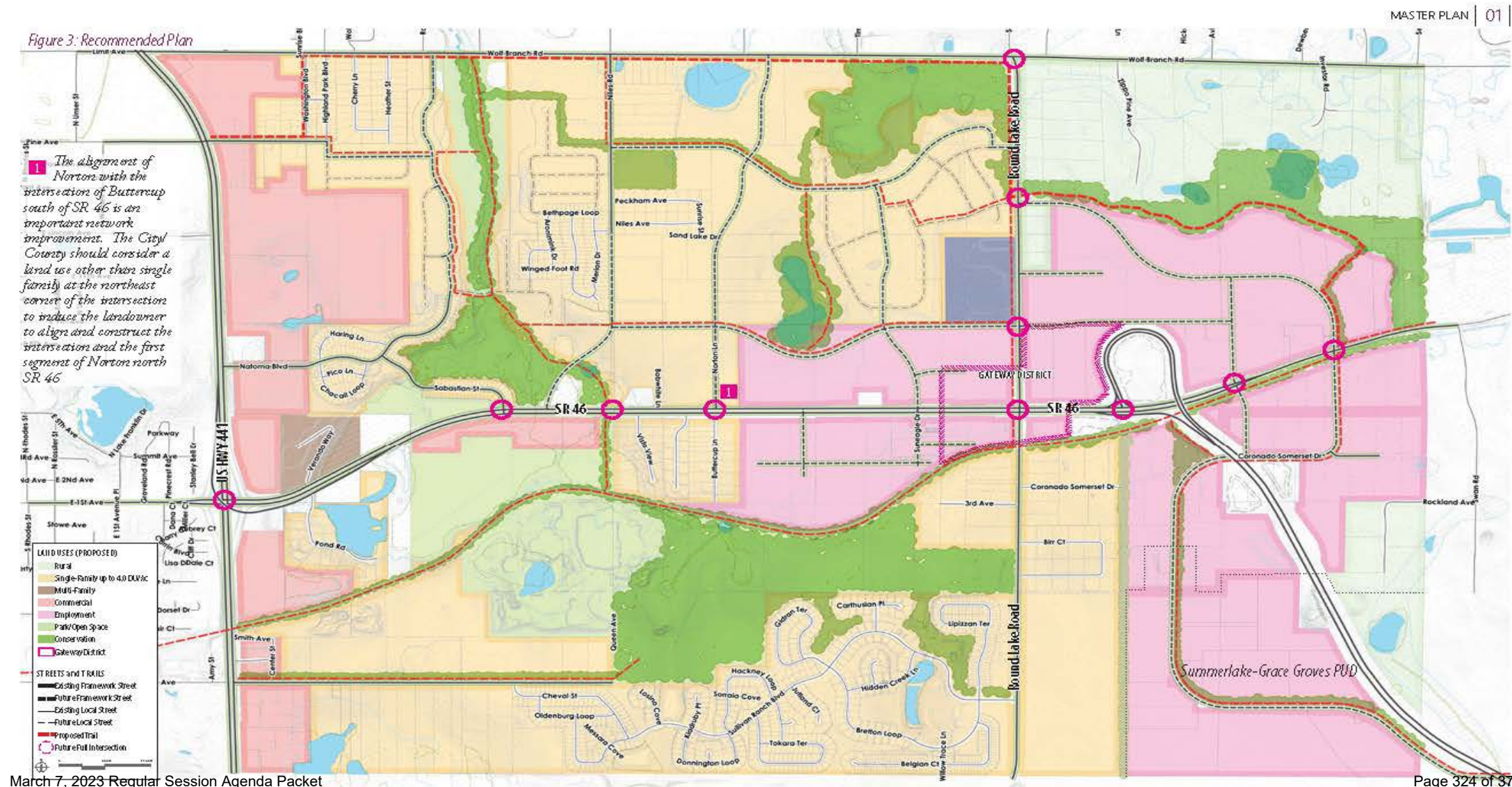
There being no further business for discussion, the meeting adjourned at 11:55 p.m.

CRISSY STILE, MAYOR
City of Mount Dora

JEANANN HAND, CITY CLERK
City of Mount Dora

WOLF BRANCH INNOVATION DISTRICT

What is the Wolf Branch Innovation District?



TIMELINE

2004

Joint Planning Agreement with Lake County first identifies this area as an “Employment Center.”

2011

City of Mount Dora and Lake County adopt a joint Resolution for the Employment Center.

2013

Analysis of Proposed Mount Dora Employment Center Market Study.

2017

Duke Energy Site Readiness Program prepared a Site Visit Report Card.

2009/2010

City of Mount Dora and Lake County adopt Comprehensive Plans identifying Employment Center/Regional Office District.

2011

Envision Mount Dora: Citywide vision created for the City of Mount Dora by the citizens/stakeholders.

2013

City of Mount Dora’s Comp Plan amended to define Employment Center FLU and reflected the County’s companion Regional Office FLU.

TIMELINE

2018

State Road 453/429
roadway is completed.

2019

Interlocal Agreement with
Lake County, for the
Florida Job Growth
Infrastructure Grant award
(\$2.5 Million).

2020

City of Mount Dora
updates the
Comprehensive
Plan/Evaluation and
Appraisal Report

2020

Corridor Planning Study
conducted for the Wolf
Branch Innovation
District's Innovation Trail

2019

City of Mount Dora adopts
the Wolf Branch
Innovation District
Implementation Plan .

2020

City of Mount Dora
adopts the Wolf Branch
Innovation District
Design Guidelines

2020

Alignment Study for Vista
Ridge Drive to provide an
alternate roadway to State
Road 46/ provide access to
the Wolf Branch
Innovation District.

2022

Amco Development
presented the concept plan
for their Mount Dora
Mixed Use project at the
April 25th City Council
Work Session.

QUESTIONS?

EXHIBIT B

The files from the January 17, 2023 City Council Regular Session may be viewed at this link: <https://files.ci.mount-dora.fl.us/?u=yQfZ&p=9HkM>

DRAFT



Mount Dora Mixed-Use Development Impact Analysis

Prepared For: AMCO Development

Completed By: Jon Stover & Associates

Presented At: 2/21/2023 Mount Dora City Council Hearing

February 20, 2023





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Executive Summary

Project Background

AMCO Development is planning to develop a mixed-use development in Mount Dora, FL on State Road 46, near Round Lake Road. The redevelopment will include a wide range of land uses, including residential, office, retail, medical offices, a preschool facility, senior housing, a convention center, manufacturing, clean tech, and warehousing/storage. The purpose of this study is to assess the fiscal, economic, and community impacts of the proposed development, and the fiscal revenue implications to the City of Mount Dora and Lake County.

ECONOMIC IMPACT	FISCAL IMPACT	COMMUNITY IMPACT
Impact During Construction Period - The anticipated construction period of the project will generate \$2.16 billion of revenue in construction and other supporting industries, as well as 17,119 jobs and \$894.5 million in labor income. Impact Upon Stabilized Operations - The proposed mixed-use development project will generate approximately 14,372 full-time jobs upon reaching stabilized operations, generating \$711.3 million in annual labor income for employees and \$2.36 billion in annual business revenue. - The project will feature up to 900,000 SF of office space, which is expected to attract a wide range of industries, with high-quality jobs paying well above the County or state average. The project is also expected to include 495,000 SF for clean tech and manufacturing uses, 60,000 SF of medical office space, and a 28,000 SF urgent care facility. These uses are expected to support 4,185 full-time jobs, generating \$326.9 million in total labor income, with an average annual salary of \$78,113. This figure is 69% higher than the Lake County average annual wage – reflecting the type of established, high-quality tenants expected to lease in the project’s new Class A office product.	Fiscal Impact During Construction Period - In total, construction of the proposed development is expected to generate approximately \$17.4 million for the City of Mount Dora and \$8.1 million for Lake County, FL. Anticipated City of Mount Dora impact fee revenue includes \$2.5 million to parks and recreation, \$1.4 million to the public library system, \$2.7 million to the city police department, and \$1.3 million to the city fire/EMS department. Fiscal Impact Upon Stabilized Operations - The proposed development is anticipated to generate approximately \$6.9 million in ad valorem revenue to the City of Mount Dora’s General Fund upon the first year of stabilized operations at full build-out. Over its full life cycle (25 years), the project is anticipated to generate \$222 million of ad valorem revenue to the City of Mount Dora’s General Fund. - The project is also estimated to generate an additional \$5.9 million of ad valorem revenue to the Lake County General Fund, \$359,000 to the Lake County Water Authority, and \$582,000 to the North Lake Hospital District.	Community Amenities Public Open Space and Outdoor Recreation, including a 1.7-acre central park, other landscaped public open spaces, a 5.2-acre lake, walking trails, bike paths, and fitness equipment available to the public. Other Recreational Amenities, including an amphitheater, entertainment venues, and food market within the central park. Shopping Amenities, including retail stores, specialty grocery store, restaurants, and services. Healthcare Providers, including an urgent care facility and 60,000 square feet of medical office space. Other Amenities are planned including a convention center space, a Montessori preschool Alignment with the Comprehensive Plan and City Vision. - The development proposal aligns with key goals of the Comprehensive Plan, including bringing an employment center to the east of downtown along State Route 46, enhancing trail connectivity, providing a denser mixed-use development pattern aligned for growth, and creating jobs-to-housing linkages. A successfully executed project would establish market demand and financial viability for high-quality commercial development and could spur other desirable investment in Mount Dora.

Note: Changes to the Comprehensive Plan and City Vision will impact the above anticipated economic impacts. Impact figures above reflect impact of full project build-out.

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Project Background

Background & Study Purpose

AMCO Development is planning to develop a mixed-use development in Mount Dora, FL on State Road 46, near Round Lake Road. The redevelopment will include a wide range of land uses, including residential, office, retail, medical offices, a preschool facility, senior housing, a convention center, manufacturing, clean tech, and warehousing/storage. The project will include 325 hotel rooms across one or two hotel concepts. The purpose of this study is to assess the fiscal, economic, and community impacts of the proposed development.

Analysis Status

This report was developed to provide preliminary impact estimates for the February 21 City Council Meeting. Study inputs, assumptions, and findings are subject to change based on any potential changes to the development program, market assumptions, zoning or land use requirements, and other factors.

Analysis Components

The following assessments have been undertaken for the subject project:

Development Overview. Concise description of the site and the immediate surrounding area.

Economic Impact. Estimate of the number of jobs, total salaries and wages, and business revenue the development will create during construction and during sustained operations.

Fiscal Impact. Fiscal impact assessment to understand the direct state and local tax revenues generated from the proposed development during construction and during stabilized operations.

Community Impact. Summary of how the proposed development will benefit the surrounding community and how these impacts align with local neighborhood and citywide goals.

Catalytic Impact. Summary of how the proposed development has the potential to catalyze additional investment and development within the Wolf Branch Innovation District and throughout Mount Dora.



Project Methodology

Data Sources

For the purposes of this study, a software and data provider called IMPLAN was used to (a) provide needed data multipliers and (b) generate a model that uses inputs from a development program and estimate the corresponding impact on jobs growth and fiscal impact. Other data sources include Costar, a leading real estate data provider, and local market research and on-site development program and revenue and provided by AMCO Development.

Construction Vs. Operations

There are two main development phases that affect job growth: (a) the period during site construction and (b) the period of time once the project is stabilized and/or approaching full occupancy. Site construction generates temporary construction jobs and associated income taxes. Once the subject site operations

are stabilized, the primary sources of municipal revenues are property tax, municipal utility revenues, corporate profit tax, and sales tax.

As such, the employment assessment is presented in separate tables for (1) the planning and construction period of the development and (2) expected annual impacts of stabilized onsite operations once the site is fully leased.

This analysis assumes the full build-out of the development, building up to the maximum allowable square footage for each land use. Changes in the development program will change future economic and fiscal impacts.

Impact On Local Economy – Employment And Tax Revenue

Using a data analysis software called IMPLAN that uses data and multipliers specific to Lake County, the total expected jobs were estimated

for each type of tenant expected to locate on site. Economic impact figures are broken down by direct, indirect, and induced impacts. Direct Impact refers to the businesses, revenue, jobs, and wages generated from the operations of a particular industry or industries. Indirect Impact refers to the supply chain of goods and services from other industries that enable activity in a particular industry or industries. Induced Impact refers to the results, or spending, of increased personal income (salary and wages) caused by the direct and indirect impacts.

JS&A conducted an independent analysis of the anticipated local and county property tax revenue that will be generated by the project. IMPLAN was used to estimate state and local sales tax and corporate profit tax revenues during the construction period and corporate profit tax revenue during stabilized operations.

Development Overview

DEVELOPMENT SNAPSHOT

The proposed mixed-use project in Mount Dora will add up to 5.6 million square feet of new development at the subject site. The project is expected to be built in three phases, over seven to twelve years. The first phase will include independent senior living, assisted living, a self-storage facility, office, medical offices, restaurants, and a preschool. The second phase will include a hotel, apartments and condominiums, and additional office space. The third phase will include more office, residential, and medical office space.

The project will add new product types to the City of Mount Dora, FL's office, retail, and residential supply. The project's Class A office space is expected to attract established industries in high-growth industries that would otherwise not locate within Mount Dora due to an existing lack of recently built Class A office space. Likewise, the project's mixed-use concept and large supply of retail space will likely make it a major dining and shopping destination in the surrounding region – give the lack of comparable commercial hubs.



Full Development Program

Land Use	Total SF / Units
Multifamily	865 Units
Condo	665 Units
Senior Housing	275 Units
Retail	950,000
Office	900,000
Clean Tech	297,000
Manufacturing	495,000
Warehousing/Storage	150,000
Specialty Grocer	55,000
Convention Center	100,000
Medical Office	60,000
Educational	14,000
Urgent Care	28,000
Total SF (Approximate)	5,616,227 SF

Note: SF and unit estimates provided by AMCO Development. Development program above reflects the highest allowable square footages on the subject site. Total project square footage assumes average unit sizes of 1,195 SF for multifamily units, 1,911 SF for condo units, and 958 SF for senior housing units. Average unit SF for senior housing based on Lake County average for senior housing units.



Economic Impact

Anticipated Jobs, Salaries and Wages and Business Revenues Upon Stabilized Operations

Economic Impact During Construction

Direct, Indirect, and Induced Impacts

The construction of the proposed mixed-use development **will generate approximately 17,119 full-time jobs over the full course of its construction period.** In total, these new jobs will generate \$894.5 million labor income for employees and \$2.16 billion in annual business revenue over the entire duration of construction. The buildout of the entire development program is expected to be 7 to 12 years.

There are three types of economic impacts:

- **Direct Impact:** The businesses, revenue, jobs, wages, and other economic activity generated onsite annually.
- **Indirect Impact:** The supply chain of goods and services (business-to-business expenses) from other industries that support onsite operations.
- **Induced Impact:** The results, or spending, of increased personal income (salary and wages) caused by the direct and indirect impacts, including spending by people living onsite.

Impact Type	Industry Sales	Anticipated Employment*	Anticipated Total Wages
Direct Impact (<i>Business Operations</i>)	\$1,550,065,374	13,452	\$725,765,981
Indirect Impact (<i>Supply Chain</i>)	\$264,428,988	1,485	\$73,305,860
Induced Impact (<i>Spending of Wages</i>)	\$341,906,674	2,181	\$95,388,333
Total Impact During Construction Period	\$2,156,401,036	17,119	\$894,460,174

The "Total Sales" column reflects "Industry Output," which is the total anticipated revenue generated annually from onsite operations and local hotel guest spending during stabilized operations. Estimated impact presented in 2023 dollars.

Note: Anticipated salary and wages in the above chart were calculated using IMPLAN with the latest version of Lake County-specific multipliers. Total impact figures may not be equal to sum of industry impact figures due to rounding. Changes in the development pro forma, retail users, and market forces will impact the above anticipated employment.

* Full-time job equivalent

The proposed Mount Dora mixed-use project is anticipated to generate approximately the following employment and wages during construction:

Annual Jobs During Construction

17,119 Jobs

Annual Salary & Wages During Construction

\$894.5 Million

Average Annual Salary & Wages of Jobs Supported During Construction

\$52,250

Annual Revenue Generated During Construction

\$2.2 Billion

Figures above reflect total (direct, indirect, and induced) impacts during the project's construction period. Figures assume construction of full development program.

The proposed Mount Dora mixed-use project is anticipated to generate approximately the following employment and wages upon stabilized operations:

Annual Jobs During Stabilized Operations

14,372 Jobs

Annual Salary & Wages During Stabilized Operations

\$711.3 Million

Average Annual Salary of On-Site Office, Medical, & Manufacturing Jobs During Stabilized Operations

\$78,113

Annual Revenue Generated During Stabilized Operations

\$2.4 Billion

Figures above reflect total (direct, indirect, and induced) impacts upon stabilized operations of the full development program.

Economic Impact During Stabilized Operations

Direct, Indirect, and Induced Impacts

The project has several sources of economic impacts, including retail uses, office uses, residential property management and resident spending, warehousing/storage uses, hotel operations and guest spending, convention center operations, specialty grocery, and medical office uses. All of this economic activity resulting from the project is evaluated for a typical year once the development has reached stabilized operations.

In all, it is estimated that the proposed mixed-use development project will generate approximately **14,372 full-time jobs**, in a wide range of employment types, upon reaching stabilized operations. Many of these jobs will be in sectors that currently have a minimal presence in Mount Dora and Lake County. In total, these new jobs will generate \$711.3 million in annual labor income for employees and \$2.36 billion in annual business revenue.

There are three types of economic impacts:

- **Direct Impact:** The businesses, revenue, jobs, wages, and other economic activity generated onsite annually.
- **Indirect Impact:** The supply chain of goods and services (business-to-business expenses) from other industries that support onsite operations.
- **Induced Impact:** The results, or spending, of increased personal income (salary and wages) caused by the direct and indirect impacts, including spending by people living onsite.

Impact Type	Industry Sales	Anticipated Employment*	Anticipated Total Wages
Direct Impact (<i>Business Operations</i>)	\$1,532,644,613	9,425	\$490,910,340
Indirect Impact (<i>Supply Chain</i>)	\$446,499,957	2,731	\$115,652,636
Induced Impact (<i>Spending of Wages</i>)	\$375,908,123	2,215	\$104,760,982
Total Impact Upon Stabilized Operations	\$2,355,052,693	14,372	\$711,323,958

The "Total Sales" column reflects "Industry Output," which is the total anticipated revenue generated annually from onsite operations and local hotel guest spending during stabilized operations. Estimated impact presented in 2023 dollars.

Note: Anticipated salary and wages, employment, and industry sales in the above chart were calculated using IMPLAN with the latest version of Lake County-specific multipliers. Total impact figures may not be equal to sum of industry impact figures due to rounding. Changes in the development pro forma, retail users, and market forces will impact the above anticipated economic impacts.

Economic Impact During Stabilized Operations

Office, Medical, & Clean Tech/Manufacturing Employment

The proposed Mount Dora mixed-use project will feature up to 900,000 SF of office space, which is expected to attract a wide range of industries across the financial services, tech, and professional services sectors and high-quality jobs paying well above the County or state average. The project is also expected to include 495,000 SF for “clean tech” (life sciences, biotech, and clean energy) and manufacturing uses, 60,000 SF of medical office space, and a 28,000 SF urgent care facility. **In all, these uses are expected to support approximately 4,185 full-time jobs upon full project build-out and leasing. These jobs will generate approximately \$326.9 million in total labor income, with an average annual salary of \$78,113.** This figure is 69% higher than the Lake County average and 32% higher than the Lake County average within those same industries (\$59,003) – reflecting the type of established, high-quality tenants expected to lease in the project’s new Class A office product.

Impact Type	Anticipated Employment*	Anticipated Total Wages	Anticipated Average Salary	Lake County Average	% Difference from Lake County Avg.
Traditional Office					
Professional, Scientific, and Technical Services	432	\$23,649,127	\$54,686	\$40,850	34%
Business Admin. & Operations, & Financial Services	1,009	\$93,799,827	\$92,959	\$60,364	54%
Scientific Research & Development Services	432	\$30,133,823	\$69,682	\$56,754	23%
Information Technology	432	\$32,043,413	\$74,097	\$65,172	14%
Corporate Headquarters	432	\$40,199,926	\$92,959	\$60,364	54%
Software Development and Distribution	144	\$13,509,990	\$93,722	\$84,372	11%
Traditional Office Subtotal	2,883	\$233,336,107	\$80,935	\$58,817	38%
Medical					
Medical Office	144	\$9,557,488	\$66,302	\$66,302	0%
Urgent Care Facility	90	\$5,235,795	\$58,374	\$58,374	0%
Medical Subtotal	234	\$14,793,283	\$63,262	\$63,262	0%
Clean Tech					
Clean Energy	214	\$14,163,080	\$66,300	\$49,073	35%
Life Sciences	214	\$16,607,156	\$77,742	\$56,754	37%
Biotechnology	214	\$16,607,156	\$77,742	\$56,754	37%
Clean Tech Subtotal	641	\$47,377,392	\$73,928	\$54,194	36%
Manufacturing					
Transportation Equipment Manufacturing	214	\$10,922,303	\$51,130	\$46,958	9%
Advanced Manufacturing	107	\$7,812,492	\$73,144	\$56,754	44%
Semiconductors	107	\$12,655,504	\$118,486	\$116,017	2%
Manufacturing Subtotal	427	\$31,390,299	\$73,472	\$65,139	13%
Total Impact Upon Stabilized Operations	4,185	\$326,897,080	\$78,113	\$59,159	32%

Note: Anticipated on-site wages calculated using blend of Lake County and established Florida Class A office market labor income averages. Impact figures calculated using IMPLAN, with Lake County-specific multipliers. Average Lake County salary figures based on IMPLAN occupational data (2021). Changes in the development pro forma, retail users, and market forces will impact the above anticipated impacts.

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 * Full-time job equivalent.

Economic Impact During Stabilized Operations

Sources of Direct Economic Impacts

It is anticipated that the proposed Mount Dora mixed-use development will support 9,210 on-site jobs each year after project stabilization. The project has several sources of economic impacts, including retail uses, office uses, residential property management and resident spending, warehousing/storage uses, hotel operations and guest spending, convention center operations, specialty grocery, and medical office uses. All of this economic activity resulting from the project is evaluated for a typical year once the development has reached stabilized operations.

ON-SITE EMPLOYMENT UPON STABILIZED OPERATIONS

The project's on-site uses are anticipated to directly employ 9,208 full-time employees upon reaching stabilized operations, generating \$484.5 million in annual wages and salaries. These jobs will pay an average of approximately \$52,624 annually.

Job Type	Full-Time On-Site Jobs	Average Annual Salary
Retail	4,683	\$29,971
Office	2,883	\$80,935
Clean Tech	641	\$73,928
Manufacturing	427	\$73,746
Medical (Office + Urgent Care)	234	\$63,219
Warehousing/Storage	139	\$76,267
Hotel	94	\$32,775
Residential Property Management	46	\$34,324
Education	28	\$34,658
Specialty Grocer	18	\$30,992
Convention Center	15	\$34,331
Total FTE Jobs Supported by On-Site Operations	9,208	\$52,624

On-site employment figures represent full-time employment figures upon stabilized operations. Analysis assumes full build-out of development program. Hotel full-time jobs figure listed above excludes jobs supported by hotel guest spending (see right). Convention center jobs figure above represents jobs generated by the operations of the convention center. Employment supported by convention center is excluded in this analysis to avoid double counting of convention center guest spending.

ANNUAL HOTEL NIGHTS & HOTEL GUEST SPENDING

The project's 325 hotel rooms will host an annual total of approximately 91,223 room nights and attract 43,439 unique visitors. These guests are expected to spend approximately \$18.3 million per year on nearby dining, shopping, and entertainment. This spending will directly support approximately 218 full-time jobs annually.

Impact Type	Annual Estimate	Direct Number of FTE Jobs Supported
Hotel Nights	91,223	--
Unique Visitors	43,439	--
Hotel Guest Spending	\$18,351,985	--
Food & Beverage	\$7,916,543	100
Entertainment & Recreation	\$4,677,957	90
Retail & Other Shopping	\$5,757,486	28
Total FTE Jobs Supported by Hotel Visitor Spending	--	218

Annual room night count assumes occupancy rate of 76.9%, based on NW Orange County hotel submarket average. Unique visitor count assumes average length of stay of 2.1 nights. Figure based on U.S. average hotel length of stay (Kalibri Labs, 2021). Analysis estimate typical hotel guest will spend \$149 on dining, \$88 on entertainment and recreation, and \$109 on shopping and retail per trip (Visit Florida 2019 Economic Impact Study). Employment from hotel guest spending represented in full equivalent figures as per IMPLAN.



Fiscal Impact



Anticipated Local and County Tax Revenue Generated During Construction

As currently proposed, the proposed mixed-use development is anticipated to generate approximately \$33.5 million in state and local tax revenue during the development and construction of the project. This fiscal impact is based on projected impact fees, building permit fees, fire systems permit fees, and planning and development fees. In total, construction of the proposed development is expected to generate approximately \$25.4 million for the City of Mount Dora. Anticipated City of Mount Dora impact fee revenue includes \$2.5 million to parks and recreation, \$1.4 million to the public library system, \$2.7 million to the city police department, and \$1.3 million to the city fire/EMS department.

DIRECT LOCAL AND STATE REVENUE IMPACT SUMMARY BY REVENUE SOURCE AND MUNICIPALITY

Revenue Source	City of Mount Dora
Impact Fees	\$7,915,143
Building Permits	\$9,305,487
Fire Systems Permit Fees	\$8,142,245
Planning & Development Fees	\$15,500
Total	\$25,378,375

DETAIL: ANTICIPATED CITY OF MOUNT DORA IMPACT FEE REVENUE BY LAND USE

Land Use	Parks & Rec	Public Library	Police Protection	Fire/EMS	Total
Multifamily	\$2,549,472	\$1,357,216	\$1,400,933	\$412,677	\$5,720,298
Commercial	--	--	\$1,161,591	\$383,715	\$1,545,306
Office	--	--	\$92,057	\$449,300	\$541,358
Industrial	--	--	\$47,680	\$17,959	\$65,639
Warehouse	--	--	\$38,508	\$4,035	\$42,543
Total	\$2,549,472	\$1,357,216	\$2,740,770	\$1,267,686	\$7,915,143

Note: Analysis assumes full build-out of the proposed development program. Permit and planning fees are based on "City Of Mount Dora Fee Schedule For Building And Planning". Lake County building permit fees based on Lake County Commercial and Residential Impact Fee Schedules. Analysis assumes a total assessed property value of \$1.16 billion. Planning and Development fees include preliminary PUD, Final PUD, Preliminary Plat and Development Plan, Final Plat and Construction Plans. City of Mount Dora impact fee estimates assumes that educational and hotel uses are taxed under "Commercial" land use. Changes in the development pro forma, retail users, and market forces will impact the above anticipated fiscal impact. Actual fiscal impact may vary.

Property Tax Revenue Generated During Stabilized Operations

PROPERTY TAX REVENUE SUMMARY

The proposed development is anticipated to generate approximately \$6.9 million in ad valorem revenue to the City of Mount Dora's General Fund upon the first year of stabilized operations at full build-out. Over its full life cycle (25 years), the project is anticipated to generate \$222 million of ad valorem revenue to the City of Mount Dora's General Fund, assuming a 2% annual growth rate of assessed value. The project is also estimated to generate an additional \$5.9 million of ad valorem revenue to the Lake County General Fund, \$359,000 to the Lake County Water Authority, and \$582,000 to the North Lake Hospital District. Across these four taxing sources, the project will generate approximately \$13.7 million in ad valorem revenue annually, and \$439.8 million over its full life cycle.

AD VALOREM TAX REVENUE SUMMARY BY LAND USE AND TAXING SOURCE

Land Use	Estimated Assessed Value	Annual Ad Valorem Revenue					25-Year Revenue Total
		City of Mt. Dora General Fund	Lake County General Fund	Lake County Water Authority	North Lake Hospital District	Total	
Residential Prop Mgmt./Operations	\$407,392,774	\$2,428,183	\$2,051,793	\$125,599	\$203,696	\$4,809,272	\$154,042,414
Retail	\$229,777,396	\$1,369,542	\$1,157,251	\$70,840	\$114,889	\$2,712,522	\$86,882,898
Office	\$301,568,188	\$1,797,437	\$1,518,818	\$92,973	\$150,784	\$3,560,012	\$114,028,266
Clean Tech	\$103,950,000	\$619,573	\$523,534	\$32,048	\$51,975	\$1,227,130	\$39,305,334
Manufacturing	\$34,311,337	\$204,506	\$172,806	\$10,578	\$17,156	\$405,045	\$12,973,724
Warehousing/Storage	\$14,089,310	\$83,977	\$70,959	\$4,344	\$7,045	\$166,324	\$5,327,417
Hotel	\$25,902,317	\$154,386	\$130,454	\$7,986	\$12,951	\$305,777	\$9,794,124
Specialty Grocer	\$13,302,902	\$79,289	\$66,999	\$4,101	\$6,651	\$157,041	\$5,030,063
Convention Center	--	\$0	\$0	\$0	\$0	\$0	\$0
Medical (Office + Urgent Care)	\$29,486,667	\$175,749	\$148,507	\$9,091	\$14,743	\$348,090	\$11,149,430
Educational	\$3,386,193	\$20,183	\$17,054	\$1,044	\$1,693	\$39,974	\$1,280,380
Annual Total Revenue @ Stabilized	\$1,163,167,086	\$6,932,825	\$5,858,175	\$358,604	\$581,584	\$13,731,187	\$439,814,049
25-Year Total Revenue	\$1,908,298,893*	\$222,060,456	\$187,639,092	\$11,486,207	\$18,628,295	\$439,814,049	

*Estimated assessed property value after 25 years of stabilized operations, assuming 2% annual growth rate of assessed value.

Note: Analysis assumes full build out of development program and no changes in millage rates. Analysis assumes on-site convention center use will not pay property taxes. Property assessed values based on assessed value of comparable properties in Lake County and other adjacent counties. Changes in the development pro forma, retail users, and market forces will impact the above anticipated fiscal impact. Actual fiscal impact may vary.

Other County and State Tax Revenue Summary (Stabilized Operations)

OTHER COUNTY & STATE TAX REVENUE SUMMARY

Upon stabilized operations in 2026, the project will generate approximately \$17.8 million in sales tax revenue for the State of Florida, and \$3 million in sales tax revenue for Lake County. The Tourism Development Tax, an additional County-level tax on hotel room receipts, will generate approximately \$456,000 in new tax revenue for Lake County. The project will also generate approximately \$1.1 million in annual corporate profit taxes to the State of Florida. These additional taxing sources will generate a total of \$3.4 million in tax revenue for Lake County and \$18.9 million for the State of Florida upon stabilized operations of the project's full development program.

DIRECT FISCAL IMPACT SUMMARY BY REVENUE SOURCE AND MUNICIPALITY

Revenue Source	Lake County	State
Retail Sales Tax	\$2,973,500	\$17,841,000
Corporate Profits Tax	--	\$1,081,182
Tourism Development Tax	\$456,184	--
Total	\$3,429,684	\$18,922,182

Note: Tax revenue estimates are represented in 2023 dollars and represent tax revenue generated by on-site hotel and retail uses. Analysis assumes construction of full 325-hotel room and 950,000 retail SF development program. State and county sales taxes based on local tax rates and JS&A estimates for on-site restaurant revenue. Tourism Development tax based on ADR and occupancy averages of Orlando North hotel market. Corporate profit tax calculated using IMPLAN. Changes in the development pro forma, retail users, and market forces will impact the above anticipated fiscal impact. Actual fiscal impact may vary.



Community Impact



Summary of Expected Public Benefits of the Mount Dora Mixed-Use Project

The proposed development is expected to provide a range of amenities for Mount Dora residents and help achieve some core city objectives established in recent community planning efforts. These benefits include:

Vibrancy

The project will bring a new type of high-quality design and denser land use formation to Mount Dora. In doing so, it will support a vibrant blend of residents, workers, shoppers, and outside visitors.

Housing

The project brings much-needed additional high-quality housing options to Mount Dora including 275 senior living residential units and age in place services.

Alignment with Infrastructure Investment and Local Connectivity

SR46 was recently widened to six lanes, providing the capacity to support a large mixed-use development onsite. This project would help create a positive return on this infrastructure investment. Furthermore, the project will further develop the Wekiva Trail network and street network as identified in the Future Transportation Plan within the 2045 Comprehensive Plan. In addition, the site will enhance connectivity and access to downtown Mount Dora by providing underground parking and a shuttle to downtown for large events and eliminating the need to build a costly new parking structure downtown.

Community Amenities

The development will provide a range of desirable amenities for current Mount Dora residents:

- **Public Open Space and Outdoor Recreation**, including a 1.7-acre central park, other landscaped public open spaces, a 5.2-acre lake, walking trails, bike paths, and fitness equipment available to the public. The site will provide a trail head that connects to the proposed Wekiva Trail. The team is working to accommodate conversion of the CSX rail line to public trail use.
- **Other Recreational Amenities**, including an amphitheater, entertainment venues, and food market within the central park.
- **Shopping Amenities**, including retail stores, a specialty grocery store, restaurants, and services.
- **Healthcare Providers**, including an urgent care facility and 60,000 square feet of medical office space.
- **Other Amenities** are planned including a convention center space, a Montessori preschool, and a self-storage facility.

Summary of Expected Public Benefits of the Mount Dora Mixed-Use Project (Continued)

The proposed development is expected to provide a range of amenities for Mount Dora residents and help achieve some core city objectives established in recent community planning efforts. These benefits include:

Alignment with the Comprehensive Plan and City Vision.

Mount Dora's Comprehensive Plan for 2045 was adopted in June 2020. The development proposal aligns with the broader vision of the plan and the future land use map by bringing an employment center to the east of downtown along State Route 46. It also helps achieve the plan's goals of enhancing trail connectivity, providing a denser mixed-use development pattern aligned for growth, providing significant new housing supply, and creating jobs-to-housing linkages.

Alignment with Other Planning Initiatives

The Wolf Branch Innovation District Plan was adopted by the City in December 2020 and the subject site was annexed into Mount Dora's city limits in August 2022 (and not yet assigned a future land use or zoning). The mixed-use development project is consistent with the objectives of this plan in that it helps create an employment center with a high density of residential, retail, and office land uses.





Catalytic Impact Potential



Summary of Expected Public Benefits of the Mount Dora Mixed-Use Project (Continued)

Catalytic Investment Potential

The opportunity exists for the Mount Dora mixed-use project to be catalytic in nature. A market has not been demonstrated locally for the type of density and some of the land uses proposed on-site. A successfully executed project would establish market demand and financial viability for dense, high-quality residential and commercial development, and could spur other desirable development proposals within the city. A project of this magnitude and concentration of commercial land uses could significantly enhance the City's fiscal health and amount of discretionary funding and attract continued private investment to the City.

Opportunity to Spur Additional Local Investment

- First mover within the Wolf Branch Innovation District, establishing the market feasibility for a wide range of highly desirable land uses that do not currently exist in Lake County.
- Creating local employment opportunities and high-wage jobs that do not exist in the County.
- Establishing a brand identity for Mt. Dora as a marque place to visit, shop, and work.
- Creating the conditions for a general fund surplus that can allow Mt. Dora to enhance city-wide services.
- The off-site indirect and induced impacts the project will provide to local businesses and residents includes over **\$800 million in economic activity** and the **creation of nearly 5,000 new jobs**.



Appendix



Appendix: Economic Impact During Stabilized Operations by Land Use

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: RESIDENTIAL (MULTIFAMILY, CONDO, SENIOR HOUSING)

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	46	\$1,578,897	\$2,135,350	\$6,548,771
Indirect Impact (<i>Supply Chain</i>)	17	\$729,724	\$1,097,989	\$2,405,729
Induced Impact (<i>Spending of Wages</i>)	694	\$33,050,798	\$68,249,346	\$119,081,998
Total Impact Upon Stabilized Operations	757	\$35,359,419	\$71,482,685	\$128,036,498

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: RETAIL

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	4,683	\$140,355,671	\$204,023,952	\$412,150,887
Indirect Impact (<i>Supply Chain</i>)	666	\$28,796,529	\$47,976,150	\$121,779,457
Induced Impact (<i>Spending of Wages</i>)	391	\$19,528,278	\$40,053,291	\$69,940,177
Total Impact Upon Stabilized Operations	5,740	\$188,680,477	\$292,053,392	\$603,870,521

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: OFFICE

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	2,883	\$233,336,107	\$318,874,951	\$681,328,421
Indirect Impact (<i>Supply Chain</i>)	1,421	\$58,217,234	\$88,050,270	\$222,193,792
Induced Impact (<i>Spending of Wages</i>)	757	\$34,591,243	\$70,939,648	\$123,874,460
Total Impact Upon Stabilized Operations	5,061	\$326,144,584	\$477,864,868	\$1,027,396,673

Note: Anticipated salary and wages, employment, and industry sales in the above chart were calculated using IMPLAN with the latest version of Lake County-specific multipliers. Total impact figures may not be equal to sum of industry impact figures due to rounding. Changes in the development pro forma, retail users, and market forces will impact the above anticipated employment.

* Full-time job equivalent.

Source: IMPLAN, J&A
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Appendix: Economic Impact During Stabilized Operations by Land Use

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: CLEAN TECH

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	641	\$47,377,392	\$63,080,168	\$148,290,252
Indirect Impact (<i>Supply Chain</i>)	516	\$14,003,700	\$20,659,645	\$50,992,359
Induced Impact (<i>Spending of Wages</i>)	274	\$7,849,904	\$16,106,787	\$28,124,410
Total Impact Upon Stabilized Operations	1,431	\$69,230,996	\$99,846,600	\$227,407,021

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: MANUFACTURING

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	427	\$31,390,299	\$49,316,769	\$212,482,411
Indirect Impact (<i>Supply Chain</i>)	16	\$9,186,639	\$14,220,287	\$31,444,077
Induced Impact (<i>Spending of Wages</i>)	274	\$4,995,853	\$10,247,420	\$17,893,716
Total Impact Upon Stabilized Operations	1,217	\$45,572,790	\$73,784,477	\$261,820,204

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: HOTEL

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	311	\$9,446,691	\$14,495,007	\$26,095,901
Indirect Impact (<i>Supply Chain</i>)	40	\$1,739,164	\$2,804,785	\$6,768,786
Induced Impact (<i>Spending of Wages</i>)	26	\$1,283,796	\$2,632,671	\$4,597,177
Total Impact Upon Stabilized Operations	378	\$12,469,652	\$19,932,464	\$37,461,864

Note: Anticipated salary and wages, employment, and industry sales in the above chart were calculated using IMPLAN with the latest version of Lake County-specific multipliers. Total impact figures may not be equal to sum of industry impact figures due to rounding. Changes in the development pro forma, retail users, and market forces will impact the above anticipated employment. Hotel impact figures reflect impact of hotel operations and guest spending.

* Full-time job equivalent.

Source: IMPLAN, J&A
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Appendix: Economic Impact During Stabilized Operations by Land Use

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: SPECIALITY GROCER

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	18	\$557,857	\$835,798	\$1,440,109
Indirect Impact (<i>Supply Chain</i>)	2	\$120,587	\$184,986	\$435,861
Induced Impact (<i>Spending of Wages</i>)	2	\$78,806	\$161,595	\$282,179
Total Impact Upon Stabilized Operations	22	\$757,249	\$1,182,378	\$2,158,149

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: CONVENTION CENTER

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	15	\$502,609	\$679,745	\$2,084,667
Indirect Impact (<i>Supply Chain</i>)	5	\$232,292	\$349,522	\$765,814
Induced Impact (<i>Spending of Wages</i>)	2	\$85,290	\$174,912	\$305,430
Total Impact Upon Stabilized Operations	22	\$820,192	\$1,204,179	\$3,155,911

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: MEDICAL (OFFICE, URGENT CARE FACILITY)

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	234	\$14,793,283	\$17,694,881	\$25,618,411
Indirect Impact (<i>Supply Chain</i>)	36	\$1,407,924	\$2,297,773	\$5,187,054
Induced Impact (<i>Spending of Wages</i>)	40	\$1,903,165	\$3,904,795	\$6,818,277
Total Impact Upon Stabilized Operations	310	\$18,104,372	\$23,897,450	\$37,623,742

Note: Anticipated salary and wages, employment, and industry sales in the above chart were calculated using IMPLAN with the latest version of Lake County-specific multipliers. Total impact figures may not be equal to sum of industry impact figures due to rounding. Changes in the development pro forma, retail users, and market forces will impact the above anticipated employment.

* Full-time job equivalent.

Source: IMPLAN, J&A
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Appendix: Economic Impact During Stabilized Operations by Land Use

ECONOMIC IMPACT DURING STABILIZED OPERATIONS: EDUCATIONAL (PRESCHOOL FACILITY)

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	28	\$970,424	\$893,704	\$1,027,771
Indirect Impact (<i>Supply Chain</i>)	1	\$17,594	\$32,865	\$87,625
Induced Impact (<i>Spending of Wages</i>)	2	\$114,865	\$235,657	\$411,489
Total Impact Upon Stabilized Operations	31	\$1,102,882	\$1,162,226	\$1,526,885

TOTAL ECONOMIC IMPACT DURING STABILIZED OPERATIONS (ALL LAND USES)

Impact Type	Anticipated Employment*	Anticipated Labor Income	Anticipated Value Added	Industry Sales (Output)
Direct Impact (<i>Business Operations</i>)	9,425	\$490,910,340	\$682,776,894	\$1,532,644,613
Indirect Impact (<i>Supply Chain</i>)	2,731	\$115,652,636	\$179,574,712	\$446,499,957
Induced Impact (<i>Spending of Wages</i>)	2,215	\$104,760,982	\$215,328,216	\$375,908,123
Total Impact Upon Stabilized Operations	14,372	\$711,323,958	\$1,077,679,822	\$2,355,052,693

Note: Anticipated salary and wages, employment, and industry sales in the above chart were calculated using IMPLAN with the latest version of Lake County-specific multipliers. Total impact figures may not be equal to sum of industry impact figures due to rounding. Changes in the development pro forma, retail users, and market forces will impact the above anticipated employment.

* Full-time job equivalent.

Source: IMPLAN, J&A
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Concessions Made to Address Council and Community Concerns

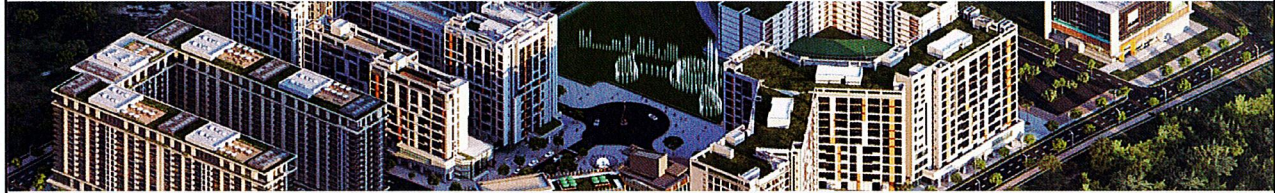
Listed are the modifications and changes made to the development plan to address community concerns and feedback

- 01** The developer has complied with the requests of the Development Review Committee (DRC), the 8 conditions provided by the Planning & Zoning Board, the concerns of the City Council Members to reduce height, and has provided an amended Final PUD Master Plan. Staff has also concluded that the revised submittal is consistent with the City's Comprehensive Plan and the WBID requirements, and is recommending approval.
- 02** The building height has been reduced from the initial proposal of 350 feet to 250 feet.
- 03** The development will target high-wage employment sectors to bring high-paying jobs to the area.
- 04** The pedestrian-friendly design of the development has been emphasized to encourage walkability and active transportation.
- 05** The development includes recreational facilities and amenities for the community.
- 06** The design includes underground parking to minimize the environmental impact and reduce the urban heat island effect.
- 07** The developer has been in communication with the Superintendent of Lake County Schools to discuss opportunities to locate and construct a new public school facility on adjacent property within the developer's control.
- 08** The developer has made a number of concessions to address community concerns, such as preserving green space, providing space for attainable housing, and adding public art and gathering spaces.



MDMU Accordance with Wolf Branch Innovation District Intent

How does the MDMU development align with the intent of the WBID and support its objectives?



Designed as a Live-Work-Play community with mixed-use and mixed-income elements, in accordance with the WBID Design Guidelines, which is consistent with the WBID's vision for sustainable and innovative development.



Designed with a pedestrian-friendly and sustainable approach, which is consistent with the WBID's emphasis on walkability, connectivity, and sustainable design features.



Includes a variety of uses such as high wage employment, healthcare, educational, residential, commercial, office, entertainment and recreational facilities which is in line with the WBID's goal to attract diverse employment sectors and amenities to the area.



Is expected to have a positive impact on the local economy and employment sector, which is one of the main objectives of the WBID.



Employment Sectors

within the development include

Financial Services, Technology, Medical, Biotech, Clean Energy, Life Sciences, Retail, Office, Hospitality, Education



14,372

Annual Jobs
During Stabilized Operations



\$ 711.3 Million

Annual Salary & Wages During
Stabilized Operations



\$ 78,113

Average Annual Salary During Stabilized
Operations



\$ 2.4 Billion

Annual Revenue Generated During
Stabilized Operations



Live-Work-Play Mixed Use Explained

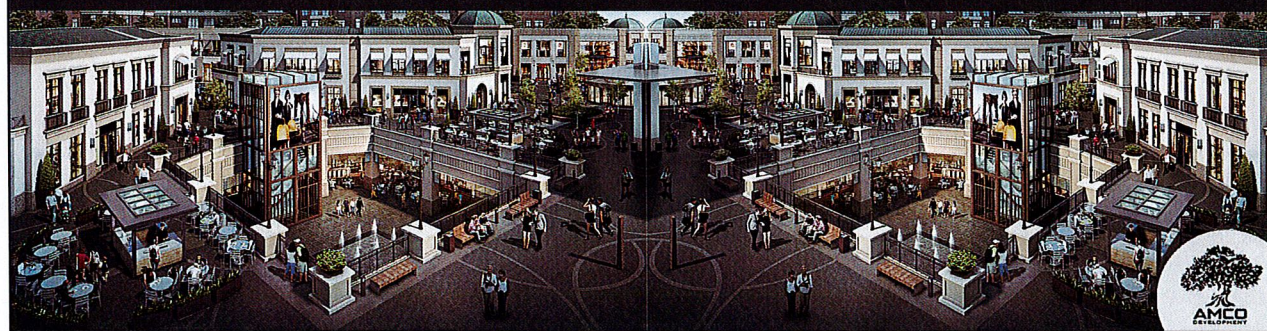
Live Work Play Mixed Use is a development concept that combines residential, commercial, and recreational uses in a single location. The idea is to create a community where residents can live, work, and play without having to travel long distances. This type of development is designed to provide a variety of housing options, from apartments to townhomes and single-family homes, along with office space, retail, and entertainment venues. The goal is to create a walkable community that is both convenient and desirable, where residents can enjoy a high quality of life and have easy access to amenities and services. By creating a dynamic, mixed-use environment, developers hope to create a more sustainable and vibrant community.

The mixed-use nature of the MDMU development will enhance the community by:

- 01 — Providing a live-work-play environment with a mix of residential, commercial, and recreational facilities
- 02 — Creating a vibrant and walkable community that encourages social interactions and community engagement
- 03 — Offering convenient access to essential services, such as healthcare, education, and shopping, within the same development
- 04 — Promoting economic growth by attracting high-wage employment sectors and generating significant tax revenue for the city
- 05 — Providing a range of recreational amenities, such as parks, trails, and water features, that enhance the quality of life for residents and visitors alike.



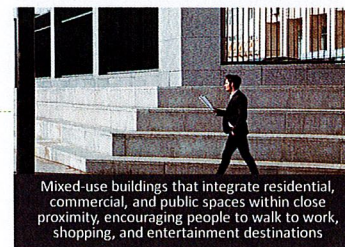
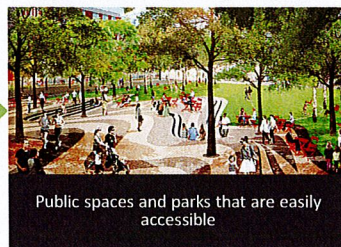
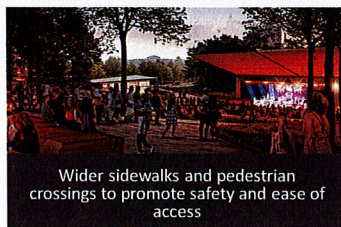
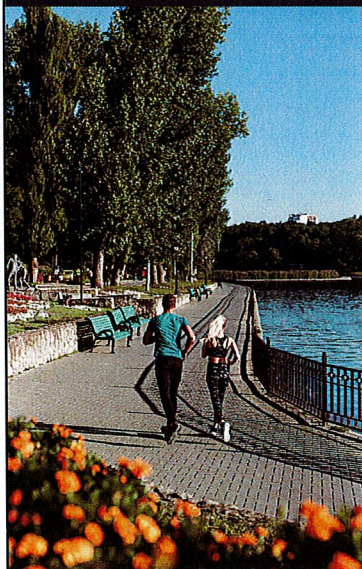
Design examples of sunken 1st floor element





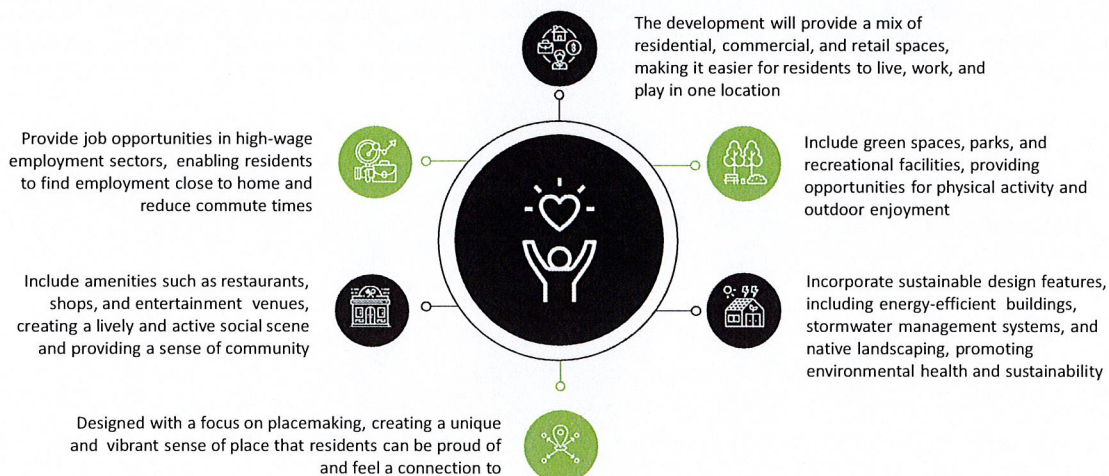
Pedestrian-Friendly Design

The pedestrian-friendly design of the development will encourage walkability and active transportation



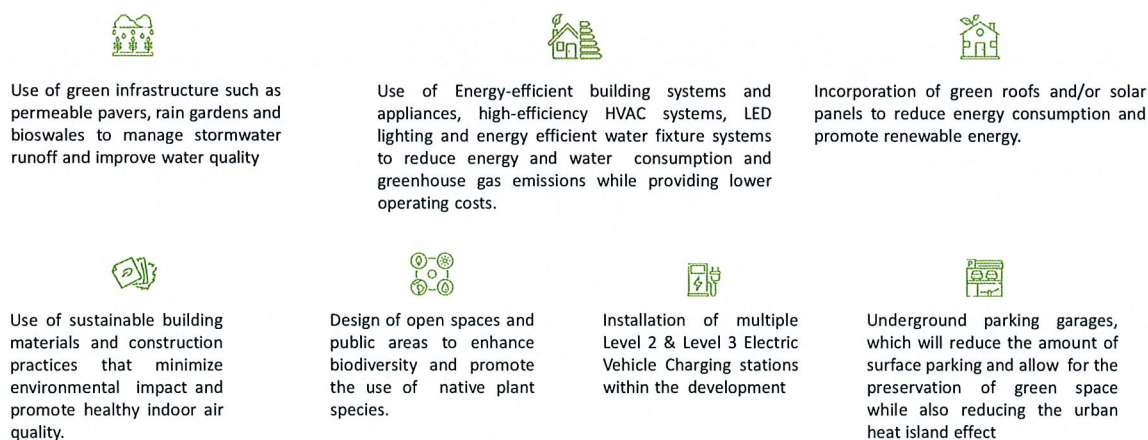
Quality of Life, Wellness, Placemaking Qualities

Here are some features of the development that will enhance the quality of life for residents and create a healthy and vibrant community:



Sustainable Design Features

The sustainable design features of the MDMU development that will reduce environmental impact include:



These features demonstrate the developer's commitment to sustainability and reducing the environmental impact of the project



Recreational Facilities/Amenities

The recreational facilities and amenities that will be available to the community include:



Positive Community Impact and Benefits

Listed are some of the positive community impacts and benefits that the development will bring



Enhanced public spaces such as plazas, parks, and promenades



Improved infrastructure such as upgraded utilities and enhanced roadways



New jobs created for local residents in targeted high-wage employment sectors



Increased revenue for the city through impact fees and property taxes



Increased economic activity and tourism for the area



Enhanced quality of life for residents through access to mixed-use amenities and recreational facilities



Reduced environmental impact through sustainable design features such as underground parking, rain gardens, and green roofs



Improved walkability and active transportation through pedestrian-friendly design



Increased community interaction and socialization through shared spaces and public gathering areas.



Community Concerns and Responses

List of concerns raised by the community with responses provided

01

Lack of innovation and alignment with WBID intent

The MDMU development is a mixed-use project that incorporates commercial, residential, and recreational spaces, which aligns with the objectives of the WBID to promote a vibrant and sustainable community. The project also includes targeted high-wage employment sectors, such as healthcare and technology, which will create new job opportunities and support economic growth in the area. Lastly, as reflected in the Staff Report, the City Staff is recommending approval and has concluded that the project is consistent with the City's Comprehensive Plan and the WBID requirements.

02

Impact fees and taxes

The developer will be required to pay impact fees to cover the cost of infrastructure improvements associated with the development, which will reduce the burden on local taxpayers. The impact fees will also help fund additional infrastructure improvements for the community.



03

Water utilities and resources

The City of Mount Dora has sufficient capacity to provide water and wastewater utilities to the development, of which will be phased and coordinated with the City's Public Works department to ensure that it does not place a strain on the existing water/wastewater resources in the city.

05

Fire protection

The MDMU development will be designed with state-of-the-art fire protection systems to ensure the safety of all residents and visitors. The developer has met with the City's Fire Department Chief and confirmed the city currently has in its possession the equipment, capability and training required to respond to emergency service calls within mid to high rise buildings as proposed within the MDMU development.

04

Increased Crime

It is important to note that the claim that new development brings increased crime is not supported by statistical evidence. In fact, studies have shown that new development can have a positive impact on public safety by bringing more people and activity to the area, increasing eyes on the street, and creating a more vibrant community. Additionally, the City of Mount Dora has a low crime rate compared to similarly-sized cities in Florida. According to data from the Florida Department of Law Enforcement, the crime rate in Mount Dora has been steadily declining over the past several years. The City's police department is committed to maintaining a safe and secure community, and has implemented numerous crime prevention programs to ensure the continued safety of all residents. Our development team is committed to ensuring a safe and secure environment for our residents and we will work closely with local law enforcement to achieve this goal. The MDMU development will be designed with security features and will have a security team on site to ensure the safety of all residents and visitors.



06 Increased traffic and congestion

The development has undergone a traffic impact analysis and will be required to make infrastructure improvements to mitigate any impact on traffic flow. Furthermore, the development's pedestrian-friendly design will encourage active transportation, reducing the number of cars on the road.

07 Environmental impact

The development incorporates sustainable design features, including an underground parking garage, electric vehicle charging stations, and the use of clean renewable energy sources. Stormwater management practices are fully contained offsite and will include rainwater harvesting systems, to minimize its environmental impact. The development will also reduce the urban heat island effect by incorporating green roofs and other vegetation. The MDMU development will not have a negative environmental impact on the Wolf Branch Sink.

08 Lacking school capacity

In Lake County, Florida, all new developments are required to obtain a School Concurrency Determination, which is a process to ensure that there is adequate school capacity to accommodate the students that will be generated by the new development. This process involves coordination between the school district and the county planning department to assess the impact of the proposed development on school capacity and determine if any additional school facilities or improvements will be necessary to accommodate the new students. Essentially, the goal of school concurrency is to ensure that new development does not negatively impact the existing educational facilities and services in the area.

The developer has been working closely with Lake County Schools Superintendent, Diane Kornegay, to address the concern regarding school capacity. In fact, just this morning, the developer had a meeting with the superintendent and her team to explore opportunities to construct a new public school facility on adjacent property within the developer's control. Communications are ongoing.

**09 Impact on local businesses**

The MDMU development will bring new customers and foot traffic to the area, which will benefit local businesses. The project will also incorporate retail and commercial spaces that will provide additional opportunities for local businesses to thrive.

10 Impact on property values

The MDMU development is expected to increase property values in the area by enhancing the community and providing new amenities and public spaces for the community to enjoy.

11 Impact on small town feel and charm

The MDMU development is not located in the downtown Mount Dora area, or even within the immediate vicinity of the downtown area, but rather within the separate and distinct Wolf Branch Innovation District (WBID), which has been designated by the City of Mount Dora and Lake County for high-density, mixed-use development. The development was thoughtfully designed to complement, rather than detract from, the unique character and charm of downtown Mount Dora. The MDMU development offers opportunities to strengthen the feeling of small town charm by providing new amenities and gathering places for the community, creating connections to the surrounding neighborhoods, and fostering a sense of place that celebrates the local culture and heritage. The pedestrian-friendly design of the development encourages outdoor activity and social interaction, while the ample green space, trails, and recreational facilities provide opportunities for residents to connect with nature and each other. With our thoughtfully planned approach, the MDMU development will contribute positively to the vitality and livability of Mount Dora, while still preserving its small-town charm.



12

Building height:

The proposed building height has been reduced by 100 feet from the initial proposal, is in compliance with the PUD zoning requirements, and has received Staff's recommendation of approval. Furthermore, the 100-foot height for buildings fronting SR46, along with the unique topography of the property, the creative redesign, and required building setbacks from SR46, have all been taken into consideration to minimize the overall height visibility of the buildings. Additionally, the general topography changes and heavily treed canopies in the area further alleviate any potential visual impact.



Positive Economic Impact

The MDMU development will generate significant positive economic benefits for the community, including:



The total estimated **job creation** for the MDMU development is 31,497 jobs. This includes 17,119 jobs during the construction period and 14,378 jobs during stabilized operations. The average annual salary of targeted high-wage employment sectors is projected to exceed \$78,113. This figure is 69% higher than the Lake County Average. The significant economic impact of this development will benefit not only the City of Mount Dora, but also Lake County, Florida, and the State of Florida.



Economic growth: The creation of over 31,000 jobs will significantly impact the local economy. The economic impact of the development is estimated to be over \$7.5 billion.



Increased tax revenue: With the increase in job creation and economic growth, there will be a corresponding increase in tax revenue for the City of Mount Dora and Lake County.



Tourism: The development is expected to bring in more visitors to the area, which will have a positive impact on local businesses and tourism-related industries.



Real estate: The MDMU development is likely to increase property values in the area, which will benefit property owners in Mount Dora and Lake County.



Infrastructure: The development will provide significant upgrades to the infrastructure in the area, which will benefit residents and businesses in the community.



Community amenities: The development will offer various recreational facilities and amenities, improving the overall quality of life for residents.



Education: The County's interest in placing a proposed public school on an adjacent property would address a current lack of school capacity in the area.

\$78,113
Average annual salary

17,119 Jobs
Construction period

14,378 Jobs
Stabilized operations



These benefits demonstrate the potential for the MDMU development to positively impact the City of Mount Dora, Lake County, and the State of Florida.



Positive Fiscal Impact

The MDMU development will have a positive fiscal impact on the City of Mount Dora and Lake County, FL.

During the construction period, the development is expected to generate \$17.4 million in revenue for the City of Mount Dora and \$8.1 million for Lake County. The development will also generate significant impact fee revenue for the city, including \$2.5 million for parks and recreation, \$1.4 million for the public library system, \$2.7 million for the city's police department, and \$1.3 million for the city's fire and EMS department.

Upon stabilized operations, the development is anticipated to generate \$6.9 million in ad valorem revenue to the City of Mount Dora's general fund during the first year of operation at full build-out. Over its full lifecycle of 25 years, the development is expected to generate \$222 million in ad valorem revenue to the City of Mount Dora's general fund and \$188 million in ad valorem revenue to the Lake County general fund, \$11.5 million to the Lake County Water Authority, and \$18.7 million to the North Lake Hospital District, totaling \$440 million in revenue over the 25-year life cycle. This revenue will provide a significant boost to the local economy, supporting essential community services and funding much-needed infrastructure improvements.



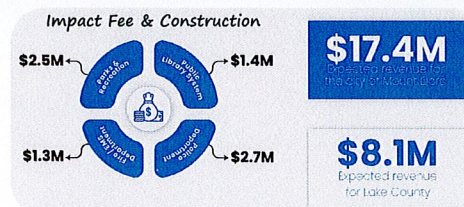
During Construction Period: \$17.4M for City of Mount Dora / \$8.1M for Lake County



Impact Fee Revenue to City of Mount Dora includes \$2.5M to parks and recreation, \$1.4M to public library system, \$2.7M to the city's police department, \$1.3M to the city fire/EMS department.



Upon Stabilized Operations: \$6.9M in ad valorem revenue to City of Mount Dora's general fund upon the first year of stabilized operations at full build out. Over its full lifecycle 25 years anticipated to generate \$222M of ad valorem revenue to the general fund and \$188M of ad valorem revenue to the Lake County General Fund, \$11.5M to the Lake County Water Authority, \$18.7M to the North Lake Hospital District totaling \$440M of revenue over 25 year life cycle



Impacts of denial or withdrawal of application

If the City were to deny approval of the MDMU development or the developer exercised its right to withdraw the application, what impacts would it have on the City and community at large?

Response:

If the City were to deny approval of the MDMU development or the developer withdrew the application due to concerns of biased opposition, it could have significant negative impacts on the city and the community.

01 The city and community at large would miss out on the significant economic benefits that the development would bring, including job creation, revenue generation, and fiscal impact. This would result in lost opportunities for growth and development, and potentially hinder the city's ability to provide quality services to its residents.

02 Denying approval of the development could send a negative message to potential developers and investors interested in the WBID, making the city less attractive for future projects or encouraging developers or investors to proceed with their applications through Lake County. This could ultimately result in reduced economic growth and stagnation.

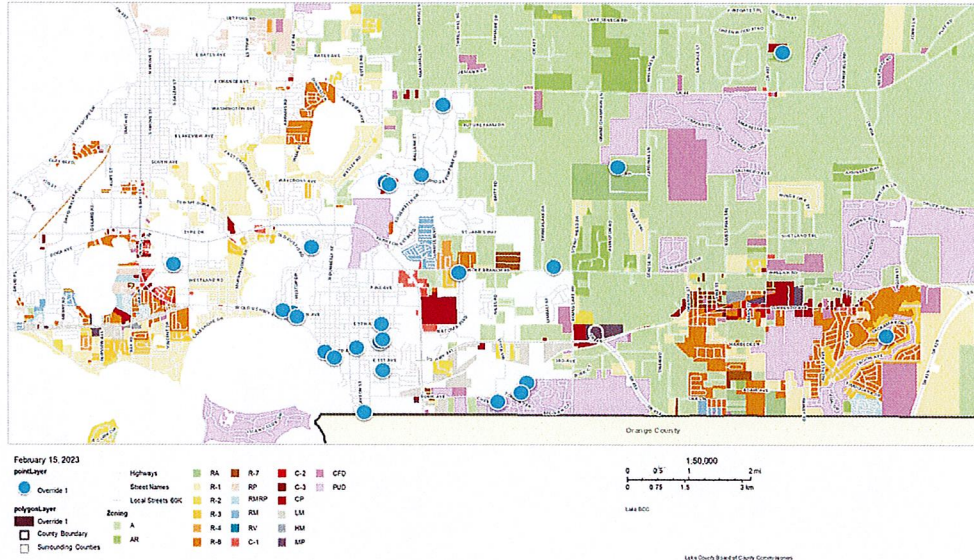
03 If the developer were to withdraw the application, the property would retain its Light Manufacturing and Regional Office zoning under Lake County's land development regulations and potentially lead to a much less desirable development. Additionally, adjacent and nearby property owners might choose to develop through Lake County, rather than proceeding through the City, based upon a belief that Lake County may be more accommodating.

The estimated economic loss to the City of Mount Dora, if the development were to be denied in the city or withdrawn by the developer, would exceed \$248 Million dollars over the life cycle of the development, with an immediate economic loss exceeding \$26 Million dollars felt by the city and residents.



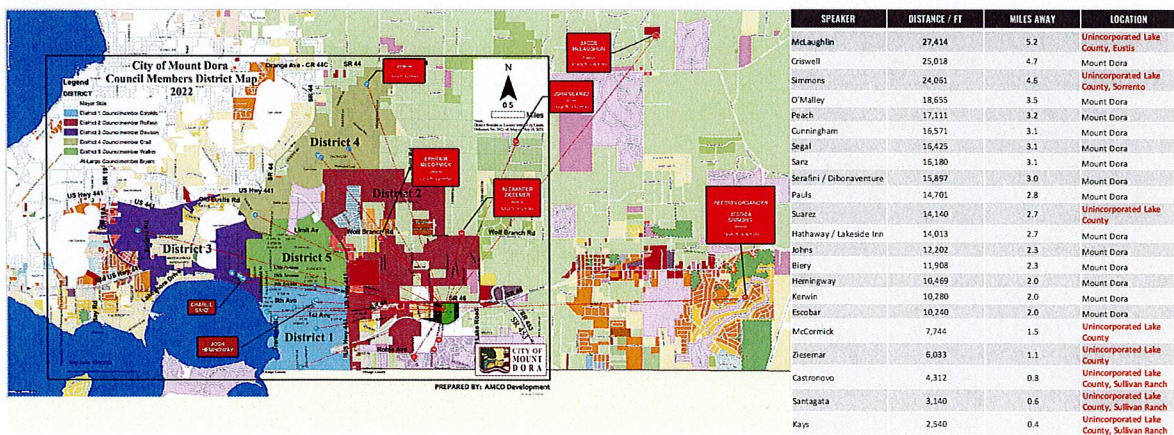
List of Residents who spoke at the Feb. 7th City Council Hearing in opposition and their mapped distance in relation to the development.

Identified residents GIS Locations from the proposed building:



List of Residents who spoke at the Feb. 7th City Council Hearing in opposition and their mapped distance in relation to the development.

GIS Identified residents, sorted from farthest to closest, with distances measured "as the crow flies" listed in feet and miles away from the proposed building:



Summary

We hope the presentation this evening has been informative and clarified any misconceptions regarding the development, while genuinely addressing the public concern that has been expressed, and are thankful for the opportunity to provide these responses to the public tonight hopefully addressing the majority of the concerns they wish to speak on tonight.



Call to Action

The MDMU Final PUD Rezoning Ordinance No. 2023-04 proposes a mixed-use development project within the planned Wolf Branch Innovation District that will bring significant economic and fiscal benefits to the City of Mount Dora and Lake County, while complying with the goals and intents of the WBID district. The project has undergone several modifications to address city and community concerns, including reductions in building height, design changes to lend more emphasis on pedestrian-friendly design, and inclusion of recreational facilities and community amenities for the general public to enjoy. The MDMU development will generate over 31,000 total jobs, increase tax revenue, attract and catalyze further investment within the WBID and provide the ability to fund much-needed city wide improvements.

MDMU Development Approval Status

DRC Approval – Nov. 30th 2022

P&Z Recommendation of Approval with 8 conditions – Dec. 21st 2022 (6-1)

Staff Approval – 1st Reading at 310' foot height – Jan. 17th 2023 with Council Approval (6-1)

Staff Approval – 2nd Reading & Adoption at 250' foot height – Feb. 21st with Council



EXHIBIT E

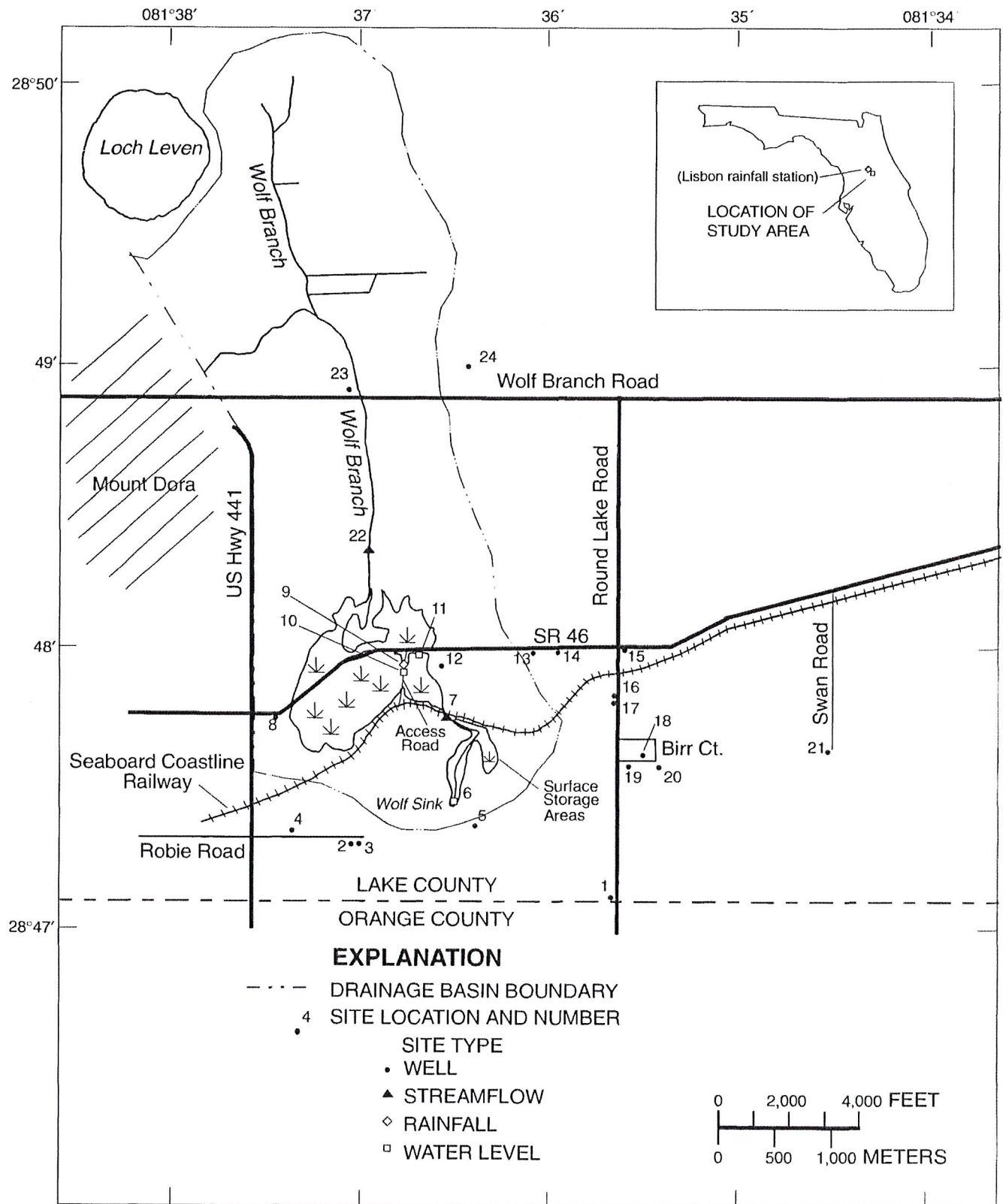


Figure 1. Wolf Branch and data-collection sites.

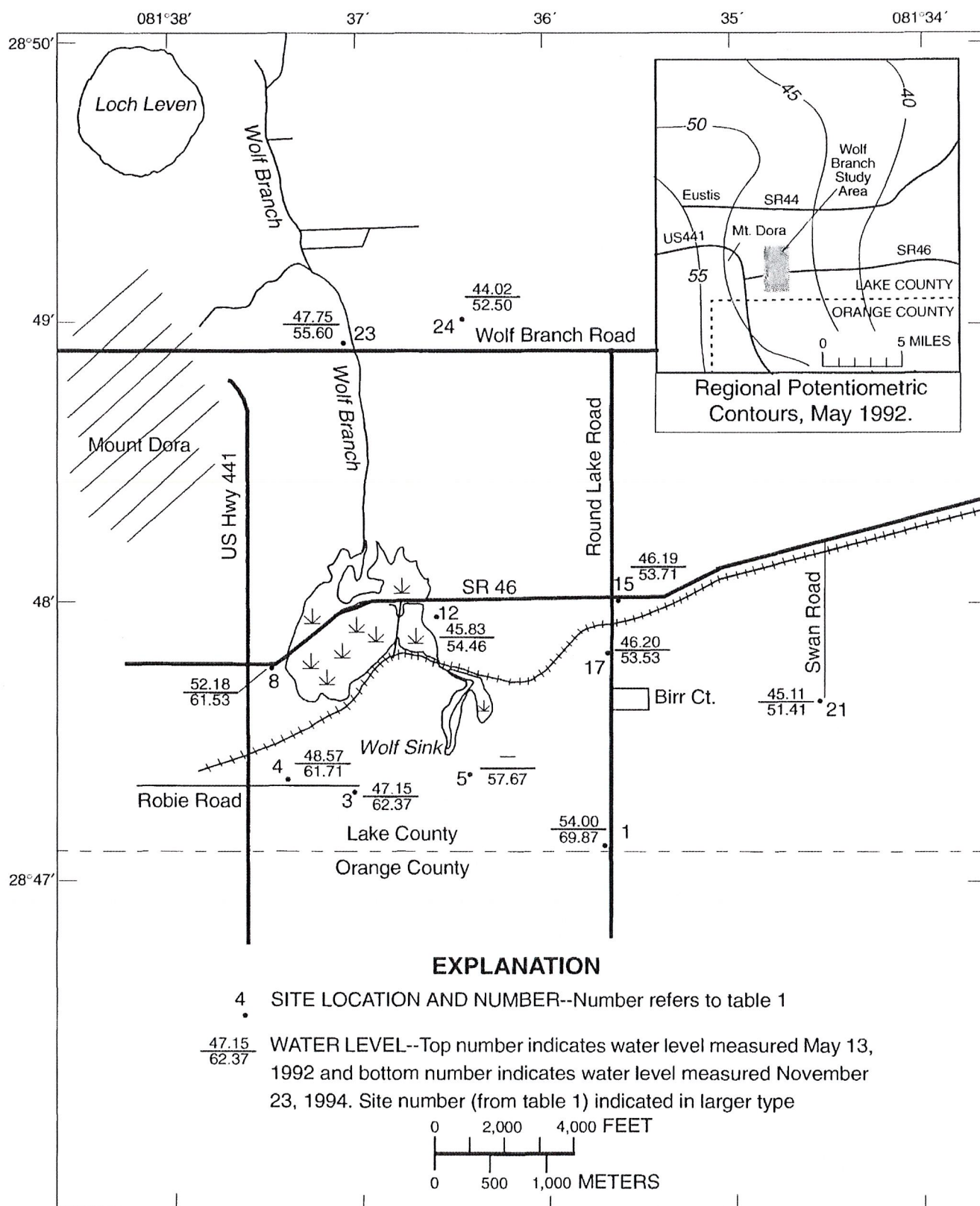


Figure 5. Water levels in wells in the Wolf Branch basin, May 13, 1992 and November 23, 1994.

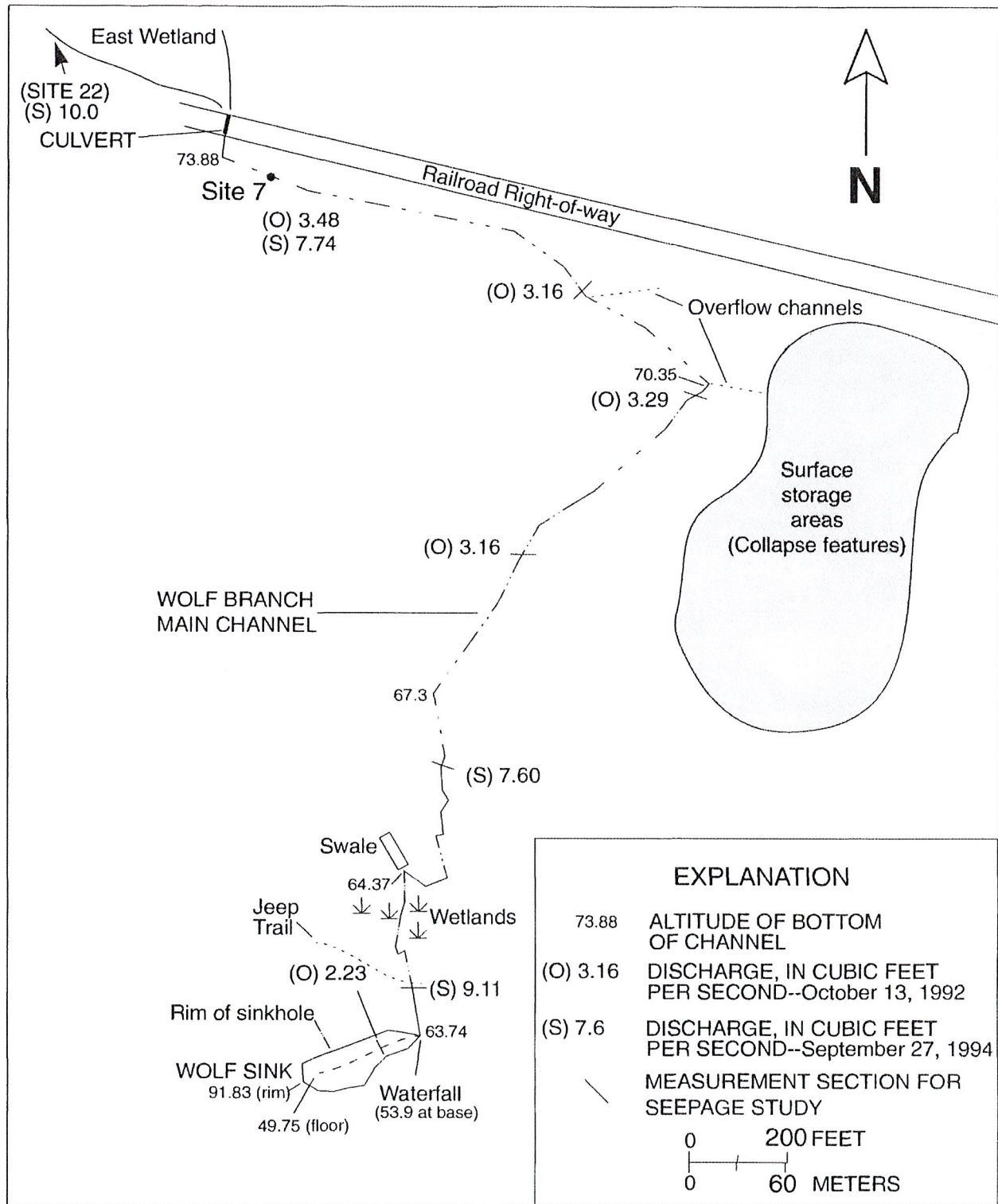


Figure 11. Discharge measurement site locations used for seepage studies. (Altitude of stream channel surveyed on September 26, 1991, by Hall, Farnier, & Associates, Inc., Leesburg, Florida.)



**CITY OF
MOUNT
DORA**

Patrick C. Comiskey, City Manager
comiskeyp@cityofmountdora.com
 352-735-7126

George Marek, Public Works Director
marekg@cityofmountdora.com
 352-630-8164

CITY OF MOUNT DORA 2023 STATE ACTION AGENDA

Mount Dora Donnelly Street Repaving Project

Donnelly Street is the principal north-south collector road connecting the state highway system, US 441 and SR 44, at the north end with the Lake County's Old Highway 441 in Mount Dora's Historic Downtown district at the south project terminus. Donnelly Street is a two lane road with on street parking and medians along certain sections, and is sorely in need of resurfacing, structure repairs, and safety upgrades. This is a multi-year project with nearly \$5 million programmed for completion, to include traffic calming design considerations and aesthetic improvements to street-scape, landscape, and trees along approximately 1.62 miles of Donnelly Street between US Highway 441 and East 5th Avenue in Downtown Mount Dora.

The resurfacing of Donnelly Street has been long-anticipated and is supported by city leaders, business interests, and residents. The road experiences



Donnelly Street on a quiet Monday morning.

significant foot traffic throughout the year, as the Historic Downtown attracts travelers from around the world for shopping and dining, as well as its many festivals. In fact, Mount Dora attracts as many as a quarter million visitors to our festivals and other events each year. Those events occur along Donnelly Street such that the urgency of needed structure improvements, pavement repairs, and intersection upgrades is apparent to all.

The City of Mount Dora urges the State Legislature to support its appropriation request for the Donnelly Street Repaving Project, which would appropriate \$500,000 (with a \$815,000 local match) to complete the resurfacing, structure repairs, and safety upgrades.



Donnelly Street during the Scottish Highland Festival Parade, one of many events held along Donnelly Street throughout the year.

**SUPPORT APPROPRIATION REQUEST FOR
MOUNT DORA DONNELLY STREET REPAVING PROJECT**

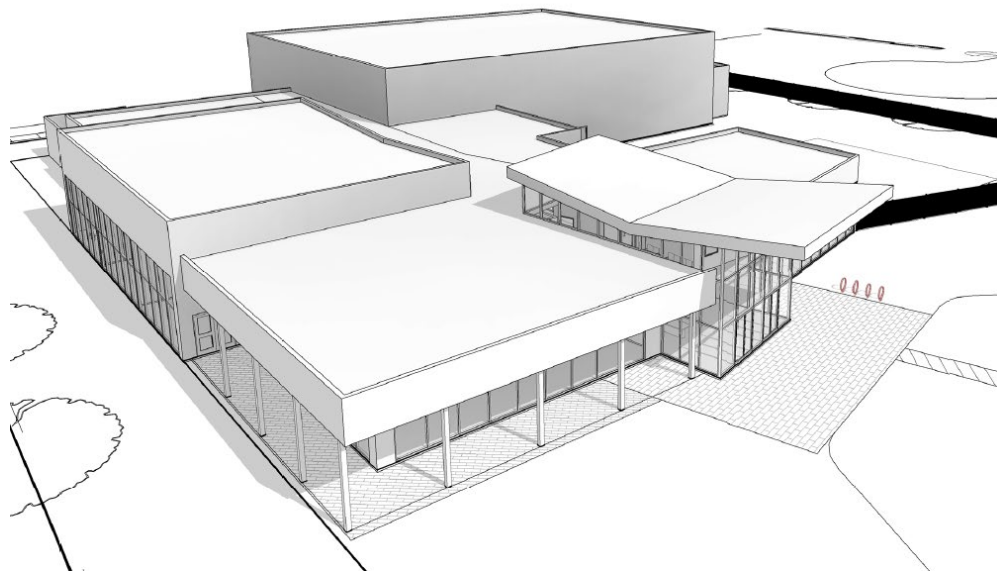


CITY OF MOUNT DORA 2023 STATE ACTION AGENDA

Mount Dora Northeast Community Resource & Recreation Center

The Northeast Community Redevelopment Agency (CRA) in Mount Dora is an underserved historically African American community. The residents of this community need access to resource providers and indoor recreation. These types of facilities have proven to reduce crime, increase educational attainment and are a fundamental pillar to removal of blight within a redevelopment area. The Northeast CRA comprises 99% residential land use and, as such, the redevelopment process is focused on individual development.

The 2019 Northeast CRA Redevelopment Plan update defined one of its Economic Development Goals to “Establish a multi-purpose Community Resource & Recreation Center in the Northeast CRA.” The Plan describes the Resource and Recreation Center as a gathering place for residents of all ages to partake in recreational activities and provide access to the internet, resources and programs. The City awarded the architectural services bid for this project to



Borelli + Partners. The 31,000+ sq. ft. center includes: banquet/classroom flex space that can seat up 300 people in a classroom setting or 200 people in a banquet setting. Additionally, this multi-use facility will house a commercial teaching kitchen, conference room and a technology lab with computers, Smartboards, 3-d printers, etc. The remainder of the facility will include flex office space for resource providers, meeting rooms, child watch area, indoor gymnasium, commercial walk-in fridge and freezer for the commercial kitchen, loading area, and a secured outside play area.

The City has budgeted \$6,793,000 in FY2022-23 for design and construction of the Northeast Community Resource and Recreation Center, and estimates total construction costs of \$12,000,000. The \$500,000 generated from state appropriations will be used to partially fund the City's project. Design & engineering is 30% complete and anticipated groundbreaking is Spring 2024.

The City of Mount Dora urges the State Legislature to support its appropriation request for the Northeast Resource and Recreation Center, which would appropriate \$500,000 (with a \$6,793,000 local match) to construct a state-of-the-art multi-purpose community center where the City can provide access to resources and recreation residents of our historically underserved African American community.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: March 7, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager *Patrick C. Comiskey*

SUBJECT: Request Approval Second Reading (Adoption) of **Ordinance No. 2023-05**, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway

Introduction:

This is a request for Council to approve the second reading of and adopt Ordinance No. 2023-05, Amending Chapter 42, Sec 42-31, Parking Behind a Driveway.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

Currently, Chapter 316.1945, Florida Statutes, prohibits parking in the roadway directly in front of a private residential driveway. The statute is silent as it applies to prohibiting parking on the opposite side of the roadway when such parking causes a restriction, obstruction or a safety concern for residents who wish to safely back out of their private driveway.

The City of Mount Dora Code of Ordinances, Section 42-31 – Prohibited parking in specified places, is also silent in prohibiting vehicles from parking on the opposite side of the roadway when such parking causes a restriction, obstruction or safety concern for residents who wish to safely back out of their private driveways.

The remedy for the omission is to adopt language in the City of Mount Dora Code of Ordinances prohibiting parking “upon any roadway, in a manner which obstructs a public or private driveway or which prevents ease of access by other vehicles to or from a private or public driveway.”

There have been no changes since the first reading on February 21, 2023.

Budget Impact:

There is no budget impact on this item.

Strategic Impact:

Goal 2: Public Safety

Recommendation:

City Council to approve Final Reading and Adoption of Ordinance No. 2023-05.

Attachment(s):

1. Attachment #1 Order 8498234 _Confirmation
2. Ordinance No. 2023-05 Amending Chapter 42 Sec 42-31.SGS

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Michael Gibson, Interim Chief of Police
Sherry Sutphen, City Attorney
Jeanann Hand, City Clerk
Patrick Comiskey, City Manager

Approved - 2/27/2023

Approved - 2/28/2023

Approved - 2/28/2023

Final Approval - 2/28/2023



Order Confirmation

Not an Invoice

Account Number:	525201
Customer Name:	City Of Mount Dora
Customer Address:	City Of Mount Dora 510 N BAKER St MOUNT DORA FL 32757
Contact Name:	City Of Mount Dora
Contact Phone:	3527357183
Contact Email:	
PO Number:	

Date:	02/26/2023
Order Number:	8498234
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	90.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/26/2023 - 02/26/2023	Govt Public Notices
LEE dailycommercial.com	1	02/26/2023 - 02/26/2023	Govt Public Notices

Total Order Confirmation

\$152.20

Ad Preview

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2023-05 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2023-05. The final public hearing on the ordinance will be held on Tues-
day, March 7, 2023 at 6:00 p.m., or as soon thereafter as possible at City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2023-05 is as follows:

ORDINANCE NO. 2023-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING CHAPTER 42, OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION, SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

This public hearing may be continued to a future date or dates. The times, places, and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice.

The file may be inspected by the public at the City Clerk's office, City Hall, 510 N. Baker Street, Mount Dora, Florida between the hours of 8:00 AM and 5:00 PM, Monday through Friday.

Notice: If any person decides to appeal any decisions made at this meeting with respect to any matter considered at this meeting, such person may need a record of these proceedings. For such purpose, a person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Notice: In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the City Clerk's office no later than seven (7) days prior to the proceedings. Telephone (352) 735-7126 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

#8498234 2/26/23

ORDINANCE NO.: 2023-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING CHAPTER 42, OF THE CITY OF MOUNT DORA CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 166, confers upon a municipality, the proprietary powers to enable them to conduct municipal government, perform municipal services designed to promote the public health, safety and general welfare of its citizens and when not expressly prohibited by law; and

WHEREAS, from time to time it is necessary for the City of Mount Dora to update and/or amend its codes and regulations to accommodate matters of public safety; and

WHEREAS, the City of Mount Dora has recently noticed that there are an excessive number of vehicles blocking driveways and/or roadways, thus, hindering the flow of traffic and making it appropriate to update and revise the City of Mount Dora Code of Ordinances, Chapter 42, Article II, Section 42-31, as set forth herein; and

WHEREAS, the City hereby deems it to be in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend its regulations as set forth in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The City of Mount Dora has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, STOPPING STANDING AND PARKING, SECTION 42-31, PROHIBITED PARKING IN SPECIFIED PLACES.

The City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, Article II, Stopping Standing and Parking, Section 42-31, Prohibited Parking in Specified Places is hereby amended as follows:

Note: Underlined words constitute additions to existing text and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 42-31. – Prohibited parking in specified places.

- (a) No person shall stop a vehicle or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

(14) Upon any roadway, in a manner which obstructs a public or private driveway or which prevents ease of access by other vehicles to or from the roadway from a private or public driveway.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The City Manager is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the City pertaining to the amendments to Chapter 42 of the City of Mount Dora Code of Ordinances, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. Section 2 in this Ordinance shall be codified in the City of Mount Dora Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the City of Mount Dora Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

SECTION 6. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 7. SEVERABILITY. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING: February 21, 2023

SECOND READING: _____

PASSED AND ADOPTED this ____ day of _____ 2023.

CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

Sherry G. Sutphen, City Attorney