



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
February 4, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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COMMUNICATIONS AND REPORTS

1. Councilmember Nate Walker
2. Councilmember Doug Bryant
3. Councilmember Cal Rolfson
4. Councilmember Dennis Dawson
5. Councilmember Marc Crail
6. Vice-mayor John Cataldo
7. Mayor James L. Homich

FUTURE MEETING DATES

1. Monday, February 10, 2025, 5:30 p.m. Workshop (Strategic Plan Update)
2. Tuesday, February 18, 2025, 6:00 p.m., Regular Session
3. Tuesday, March 4, 2025, 6:00 p.m., Regular Session
4. Tuesday, March 18, 2025, 6:00 p.m., 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 OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS 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.



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Project (Construction and Others) Updates

Introduction:

This is an opportunity for staff to provide an update to City Council on the ongoing projects throughout the City.

Discussion:

Staff will present updates on current projects and be available to answer any questions.

Budget Impact:

N/A

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

This presentation is for informational purposes only; no action requested.

Attachment(s):

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Misty Sommer, Director of Economic Development & Public Information	Approved - 1/10/2025
	Jeanann Hand, City Clerk	Approved - 1/17/2025
	Vince Sandersfeld, City Manager	Final Approval - 1/17/2025



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing Black History Month

Introduction:

This is an opportunity for Council to commemorate Black History Month with a proclamation.

Discussion:

In recognition of Black History Month, this proclamation honors the history, achievements, and contributions of Black Americans to the City of Mount Dora, the state of Florida, and the nation.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

The proclamation be read into the record.

Attachment(s):

1. Proclamation Black History Month

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 1/23/2025



PROCLAMATION

WHEREAS, Black History Month, observed annually during February, is a time to recognize, honor, and celebrate the invaluable contributions and achievements of African Americans who have shaped the history, culture, and progress of our nation; and

WHEREAS, the origins of Black History Month date back to 1926, when Dr. Carter G. Woodson, the “Father of Black History,” initiated a week-long observance to emphasize the importance of including African American history as an essential part of the American narrative, later expanding to a month-long celebration in 1976; and

WHEREAS, the 2025 national theme, “African Americans and Labor,” highlights the pivotal role African Americans have played in shaping the labor movement, including contributions to industries, unions, and civil rights advocacy, and recognizes their resilience and commitment to advancing equity in workplaces across the U.S., Africa, and the Diaspora; and

WHEREAS, 2025 marks the centennial anniversary of the Brotherhood of Sleeping Car Porters, the first African American labor union to receive a charter from the American Federation of Labor, led by A. Philip Randolph, whose work inspired labor rights and civil rights movements. This legacy carried forward through Dr. Martin Luther King Jr.’s incorporation of Randolph’s labor-focused advocacy into the March on Washington and the Poor People’s Campaign, highlighting the intersection of economic justice and civil rights; and

WHEREAS, the State of Florida holds a rich and diverse African American heritage, from the establishment of Fort Mose in 1738, the first legally sanctioned free African settlement in what is now the United States, to the impactful contributions of leaders, educators, artists, and community builders who have fought for justice, equality, and cultural preservation; and

WHEREAS, the City of Mount Dora celebrates the history and heritage of its African American residents, whose labor, creativity, and vision have significantly shaped the city’s economic, cultural, and social development. This includes the legacy of the Historic East Town area and the efforts of leaders, educators, and community advocates who have contributed to Mount Dora’s progress and vitality; and

WHEREAS, the City of Mount Dora acknowledges and is thankful for the profound influence and legacy of African Americans in our local community, including civic leaders, educators, entrepreneurs, artists, and advocates who have enriched the cultural and social fabric of our city, achieving exceptional success in all aspects of society including business, culture, architecture, ministry, agriculture, politics, science and many other areas; and

WHEREAS, Black History Month provides an opportunity for all residents to reflect on the struggles and triumphs of the past, celebrate the resilience and achievements of African American communities, and recommit to the ideals of equity, inclusion, and justice for all;

NOW, THEREFORE, I, James L. Homich, Mayor of the City of Mount Dora, Florida, do hereby proclaim February 2025 as Black History Month in the City of Mount Dora.

I encourage all residents to join in the observance of Black History Month by engaging in educational activities, supporting Black-owned businesses, participating in community events, and honoring the many contributions of Black Americans to our community, our state, and our nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mount Dora to be affixed this 4th day of February in the year 2025.

James L. Homich, Mayor



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Authorization to Accept the Edward Byrne Memorial Justice Assistance Grant (JAG) For the Procurement of Less Lethal Shotguns For Law Enforcement Officers

Introduction:

This is a request for City Council to authorize the Mayor to sign the grant award agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG) for the procurement of less lethal shotguns for law enforcement officers.

Discussion:

Less lethal shotguns are an important tool for police departments, as they provide a means to subdue violent suspects while minimizing the risk of fatal outcomes. Less lethal weapons are designed to incapacitate individuals without causing permanent injury; allowing police officers an opportunity to de-escalate violent encounters and reduce the likelihood of harm to the officers and suspects. Less lethal weapons enable police officers to address violent threats without resorting to lethal force, enhancing their safety and the safety of violent offenders.

Overall, less lethal weapons are crucial for modern policing. They allow for an effective response, while prioritizing the preservation of life.

Edward Byrne Memorial Justice Assistance Grant (JAG):

The Mount Dora Police Department has applied for and received a grant that requires no matching funds from the City. The grant has been awarded, and the City is ready to purchase the submitted items. The award amount is \$5,600.00 and will be used to purchase four less lethal shotguns for law enforcement officers.

The final step in the process is to authorize the Mayor to sign the Award Agreement.

Budget Impact:

The grant has been budgeted as part of Fiscal Year 2024-2025 (\$5,600). The grant will not require matching funds from the City.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

City Council authorize the Mayor to sign on behalf of City Council all Edward Byrne Memorial Justice Assistant Grant documents.

Attachment(s):

1. Edward Byrne Memorial Justice Assistance Grant Agreement - Federal Award 6N120

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Michael Gibson, Chief of Police	Approved - 1/16/2025
	Matthew Dodson, Budget Officer	Approved - 1/17/2025
	Rita Meade, Finance Director	Approved - 1/17/2025
	City Attorney, City Attorney	Approved - 1/28/2025
	Jeanann Hand, City Clerk	Approved - 1/28/2025
	Vince Sandersfeld, City Manager	Final Approval - 1/28/2025

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of Mount Dora

Recipient SAM UEI: KRYJPNM9B9M7

Award Number: 6N120

Award Period: 10/01/2024 – 09/30/2025

Award Title: C-6N120 Less-Lethal Shotguns

Federal Funds: \$5,600.00

Matching Funds: \$0.00

Total Funds: \$5,600.00

CFDA: 16.738

Federal Award Number: 15PBJA-23-GG-02972-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Mount Dora (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: 6N120
Award Title: C-6N120 Less-Lethal Shotguns
Award Period: 10/01/2024 – 09/30/2025

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of Mount Dora

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: James Homich, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number: 6N120
Recipient: City of Mount Dora
Award Title: C-6N120 Less-Lethal Shotguns
Award Period: 10/01/2024 - 09/30/2025

Problem Identification

The Mount Dora Police Department is dedicated to ensuring public safety using modern, effective policing tools that prioritize the preservation of life. A key concern in law enforcement today is the ability to safely de-escalate volatile situations without resorting to lethal force. Incidents such as crowd control, interactions with emotionally disturbed individuals, and confrontations with suspects armed with non-firearm weapons present unique challenges that require specialized tools.

The police department currently equips all their officers with Tasers (Conducted Energy Weapons) and Oleoresin Capsicum (OC) spray. These tools provide officers with effective options to manage and neutralize volatile situations while minimizing the potential for serious injury to both suspects and officers. In addition to equipping officers with these less-lethal tools, the department provides comprehensive training to ensure officers are proficient in their use. This training emphasizes de-escalation techniques, appropriate responses to resistance, and decision-making protocols to ensure that these tools are deployed effectively and in accordance with departmental policy. Their goal is to offer officers a range of tactical options to safely resolve potentially dangerous situations.

This project is a priority for the department because it supports their commitment to reducing harm, preserving life, and protecting both the community and our officers. By adding less-lethal shotguns to their arsenal, the Mount Dora Police Department will be able to manage high-risk situations while maintaining the trust and confidence of the community they serve. This initiative also aligns with their broader mission of implementing thoughtful, community-focused policing strategies but is not currently funded through the yearly budget.

Scope of Work

The Mount Dora Police Department will use grant funds to purchase less-lethal shotguns. These shotguns are designed specifically to deploy impact rounds that incapacitate individuals without the use of lethal force. The impact rounds are intended to cause compliance while minimizing the risk of serious injury to the subject. These less-lethal shotguns are critical to addressing the problem of safely managing high-risk situations, such as dealing with emotionally disturbed individuals, crowd control, or subjects armed with non-firearm weapons. The addition of these tools will provide officers with a greater range of tactical options to de-escalate potentially dangerous situations and resolve them safely without resorting to lethal means, thereby enhancing public and officer safety.

Appendix B - Deliverables

Award Number: 6N120
Recipient: City of Mount Dora
Award Title: C-6N120 Less-Lethal Shotguns
Award Period: 10/01/2024 - 09/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure less lethal shotguns
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$5,600.00

Appendix C - Approved Budget

Award Number:	6N120		
Recipient:	City of Mount Dora		
Award Title:	C-6N120 Less-Lethal Shotguns		
Award Period:	10/01/2024-09/30/2025		
Award Amount:	\$5,600.00	\$0.00	\$5,600.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	Description	Grant Funded	Match	Total
Less-Lethal Shotguns	4 Less-Lethal Shotguns @ \$1,400 each = \$5,600	\$5,600.00	\$0.00	\$5,600.00
D. Equipment Subtotal:				\$5,600.00

Appendix D: Award Contacts

Award Number: 6N120
Recipient: City of Mount Dora
Award Title: C-6N120 Less-Lethal Shotguns
Award Period: 10/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Jack Andreano
Title: Lieutenant
Address: 1300 North Donnelly Street
32757, Mount Dora
Phone: 352-250-0959
Email: Andreanoj@mountdora.gov

Recipient Chief Official (CO)

Name: James Homich
Title: Mayor
Address: 510 North Baker Street
Mount Dora, FL. 32757
Phone: 352-383-3031
Email: jhomich@earthlink.net

Recipient Chief Financial Officer (CFO)

Name: Rita Meade
Title: Finance Director
Address: 510 North Baker Street
32757, Mount Dora
Phone: 352-735-7118
Email: MeadeR@MountDora.gov

Name:
Title:
Phone:
Email:

Appendix E: Special Conditions

Award Number: 6N120
Recipient: City of Mount Dora
Award Title: C-6N120 Less-Lethal Shotguns
Award Period: 10/01/2024 - 09/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0053 At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0056 WITHHOLDING OF FUNDS: Within sixty (60) days of award, the Recipient must submit a current EEO Certification (EEOC) obtained from the Department of Justice, Office of Civil Rights EEO Reporting Tool (<https://eeop.ocr.ojp.gov/certsub/homepage>) to the Office of Criminal Justice Grants.
- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0092 WITHHOLDING OF FUNDS: The project period for this award starts 10/1/2024. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf> and
<https://files.floridados.gov/media/706718/g2-sl-june-2023.pdf>

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or

pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also the definitions of *capital assets*, *computing devices*, *general purpose equipment*, *information technology systems*, *special purpose equipment*, and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 9.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.
- 10.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.
- 11.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.
- 12.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.
- 13.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 14.0 Flood Disaster Protection Act** - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 15.0 General Appropriations Restrictions** - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 16.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 17.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

- 18.0 Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- 19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.
- 20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding “Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards,” the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.
- 3.0 Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

- 4.0 Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.
- 5.0 Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, “Partnerships with Faith-Based and other Neighborhood Organizations”, specifically including the provision for written notice to current or prospective program beneficiaries.
- 6.0 Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and

the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

- 7.0 Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.
- 8.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.
- 9.0 Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.
- 10.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 11.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.
- 12.0 Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at <https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint>.

For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 13.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 14.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 15.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

- 16.0 Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal

government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIS").

- 10.0 Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.
- 3.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 4.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.
- 5.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 6.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient

must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

- 7.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.
- 8.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: <https://files.floridados.gov/media/706717/g1-sl-june-2023.pdf>.
- 9.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.
- 10.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 11.0 Single Annual Audit** - Recipients that expend \$1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer,

or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor “mandatory wear” policies, and compliance with NIJ standards. If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written “mandatory wear” policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a “mandatory wear” policy in effect. There are no requirements regarding the nature

of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

8.0 Indirect Cost Rate - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 Sole Source - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 Personnel Services - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 Contractual Services - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (<https://www.ojp.gov/doj-financial-guide-2022>); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for

Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 19.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

- 20.0 Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

- 21.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

- 22.0 Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an

"associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 For NCHIP & NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 Human Research Subjects - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award,

and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

- 24.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.**
- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.
- 30.0 For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Mutual Aid Agreement Between the Lake County Sheriff's Office and the City of Mount Dora

Introduction:

This is a request for Council to approve the mutual aid agreement between the Lake County Sheriff's Office and the City of Mount Dora.

Discussion:

Mutual aid agreements among neighboring law enforcement agencies are crucial for enhancing collaborative efforts among agencies. The Lake County Sheriff's Office and the City of Mount Dora's Police Department have maintained a strong partnership with coordinated responses, the sharing of resources, and improved training and communication. The current mutual aid agreement is nearing expiration and requires the necessary updates.

These mutual aid agreements between Sheriff's Offices and municipal police departments are an essential component in maintaining public safety. Through these mutual aid agreements, the sharing of personnel, equipment, and expertise during emergencies act as a force and equipment multiplier and allow smaller police departments to effectively manage any crisis. With the enhanced collaboration between law enforcement agencies, we also gain improved response times, expanded law enforcement coverage, and build the community's trust and confidence in their law enforcement agencies.

The Lake County Sheriff's Office and the City of Mount Dora's Police Department have maintained a long standing mutual aid agreement to assist each other in a time of need. From time to time, the mutual aid agreement requires updating to ensure compliance with any updates in Florida law.

This mutual aid agreement will take effect upon execution and will remain in force until April 1, 2029.

Budget Impact:

There is no known budgetary impact.

Strategic Impact:

As a result of mutual aid agreement(s), the sharing of personnel, equipment, and expertise will allow the City of Mount Dora's Police Department to maximize their resources and capabilities in a time of need.

Recommendation:

The Mount Dora Police Department recommends approval of the updated mutual aid agreement between the Lake County Sheriff's Office and the City of Mount Dora.

Attachment(s):

1. Mutual Aid Agreement LCSO and Mount Dora 2025.2029

Prepared by: Michael Gibson, Chief of Police
Reviewed by: Michael Gibson, Chief of Police
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 1/16/2025
Approved - 1/17/2025
Approved - 1/17/2025
Approved - 1/24/2025
Approved - 1/27/2025
Final Approval - 1/27/2025

**COMBINED
VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE
MUTUAL AID AGREEMENT BETWEEN
THE LAKE COUNTY SHERIFF'S OFFICE AND
MUNICIPAL POLICE DEPARTMENTS IN LAKE COUNTY, FLORIDA**

WITNESSETH

WHEREAS, the below signed law enforcement agencies are so located in relation to each other that it is to their mutual advantage to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and
- (2) Intensive situations including, but not limited to natural or manmade disasters or emergencies as defined in §252.34, Fla. Stat.; and

WHEREAS, the below signed law enforcement agencies have the authority under §23.1225, Fla. Stat. to enter into a Combined Mutual Aid Agreement for Law Enforcement Service which:

- (1) Provides for rendering of operational assistance in a law enforcement emergency as defined in §252.34, Fla. Stat.; and
- (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines.

NOW, THEREFORE, the Parties agree as follows:

Section I: Provisions for Operational Assistance

The subscribed law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies so represented may request and render law enforcement assistance to the other to include, but not necessarily be limited to, dealing with civil disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

Section II: Provisions for Voluntary Cooperation

The subscribed law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include, but not limited to, investigating homicides, sex offenses, robberies, burglaries, thefts, gambling, motor

vehicles thefts, controlled substance violations, DUI violations, and with backup services during patrol activities, school resource officers on official duty out of their jurisdiction, school safety officers enforcing laws within 1000 feet of a school, and inter-agency task forces and/or joint investigations.

SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE

In the event that a party to this agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary and will respond in a manner he/she deems appropriate.

The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

No officer or appointee shall be empowered under this agreement to operate in the other agency's jurisdiction without prior approval of the agency head having normal jurisdiction.

The agency head's decision in these matters shall be final.

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this agreement, the officer, deputy sheriff or appointee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain as a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation;
4. The identity of the employees accused.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such and pursuant to this agreement, subject to the provisions of §768.28, Fla. Stat., where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Employees of the aforesaid agencies when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this state, under the terms of this agreement, shall, pursuant to the provisions of §23.127(1), Fla. Stat., have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
2. Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other party to the agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
3. A political subdivision that furnished equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
4. The agency furnishing aid pursuant to this section shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such assistance.

5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, workers' compensation, salary, death and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. The provisions of this section shall apply with equal effect to paid, volunteer, and auxiliary employees.
6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
7. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.

SECTION VII: LIABILITY INSURANCE

Each party shall provide for their own insurance policy or policies and any deficiency judgment rendered against them.

SECTION VIII: FORFEITURE PROVISIONS

In the event an agency seized any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action, dismiss the action and/or retain the proceeds.

SECTION IX: EFFECTIVE DATE

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until April 1, 2029. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

SECTION X: CANCELLATION

Any party may cancel its participation in this agreement upon delivery of written notice to the other party or parties. Cancellation will be at the direction of any subscribing party.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO
BE SIGNED ON THE DATE SPECIFIED.

LAKE COUNTY SHERIFF'S OFFICE



Peyton C. Grinnell
Sheriff
Lake County Sheriff's Office
Date: 1/7/2025

CITY OF MOUNT DORA

Mike Gibson
Chief of Police
Mount Dora Police Department
Date: _____

James L. Homich
Mayor
City of Mount Dora
Date: _____

ATTEST:

Jeanann Hand
City Clerk



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Approval of Change Order No. 1 to Purchase Order 25-01407 for Cathcart Construction Company Florida, LLC for Changes to the Original Scope of Work for the Temporary Sidewalk on North Donnelly Street.

Introduction:

This is a request for Council to approve Change Order Number 1, for Cathcart Construction Company Florida, LLC for an additional \$80,914.99.

Discussion:

At the December 23, 2024, Special City Council Meeting the council approved the task authorization to proceed with a temporary sidewalk/trail on Donnelly Street (Limit Avenue to the overpass golf cart bridge). The temporary walkway is needed as the re-building of the boardwalk project is funded and pending construction. The temporary walkway improvements require three change:

1. addition of a raised crosswalk as recommended by City Council;
2. barrier wall upgrades; and
3. project construction work has been performed at night to minimize the impacts on the traffic, detours, road closures, and vehicle congestion at surrounding roadway.

Budget Impact:

The original project cost was \$240,780.76 and the change order is for \$80,914.99 for a new total of \$321,695.75. The entire amount will be paid out of GL# 445-555-580-63-01 SW1901.

Strategic Impact:

Objective 1.2 Enhance mobility, connectivity
Goal 2: Infrastructure/Public Safety
Objective 2.2: Enhance pedestrian safety-crosswalk
Objective 2.4. Sustain City Infrastructure

Recommendation:

Council approve Change Order No. 1 to Purchase Order 25-01407.

Attachment(s):

1. Change Order #1 for Cathcart Construction Co Florida LLC PO 25-01407

Prepared by: vedderl vedderl, Administrative Assistant
Reviewed by: GEORGE MAREK, Public Works Director
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 1/21/2025
Approved - 1/21/2025
Approved - 1/21/2025
Approved - 1/23/2025
Approved - 1/23/2025
Final Approval - 1/23/2025



**CITY OF
MOUNT
DORA**

Whitney Donovan – Purchasing Coordinator
510 North Baker Street
Mount Dora, FL 32757
Phone: 352-735-7179
donovanw@cityofmoundora.com

Purchasing Division

CONSTRUCTION CHANGE ORDER FORM

Today's Date: 1-17-2025

Original PO Number: 25-01407

Original PO Amount: \$ 240,780.76

Cancel PO? Yes No

Change Order Number: 1

Work Order #: _____

PO issued to: Cathcart Construction Company Florida, LLC
(Vendor Name)

The following change(s) are requested to the purchase order amount per the attached documentation:

+ / - line # 1 by 1 (qty) @ \$ 80,914.99 /unit GL #: 445-5555-580-6301 SW1901

+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

+ / - line # _____ by _____ (qty) @ \$ _____ /unit GL #: _____

Reason for Purchase Order Change: Addition of a raised crosswalk, barrier wall upgrade and a
change to the nighttime maintenance of traffic plan (MOT)

New Purchase Order Total with Change Order: \$ 321,695.75

All back-up documentation must be attached by the originator of this form and forwarded to each approval point. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The cumulative total of all change orders cannot exceed \$50,000 of the original award amount. The City Council must approve all change orders exceeding \$50,000. Signature below is approval for this change to be made. Any change made to a City Council approved PO, must be approved by City Council again.

SIGNATURE APPROVALS

Architect/Engineer

Project Manager

Finance Director

City Council (To Exceed \$50,000)

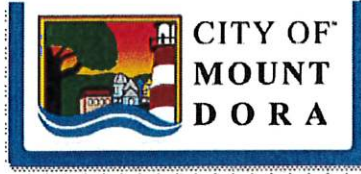
Matt T. Blanton, President

Construction Manager

Department Head

City Manager (Not to Exceed \$50,000
cumulative total)

Revised 01/20/2021



**CITYWIDE INFRASTRUCTURE
POTABLE, SANITARY, RECLAIMED, AND STORMWATER WITH
SITE RESTORATION**

MOUNT DORA Donnelly St Asphalt Trail						
Pay Item No.	Descriptions	Unit	Qty	Maximum Unit Price	Extended Price	
1.00 Mobilization, Traffic Control and Project Documentation						
1.01	Mobilization / Demobilization (Not to Exceed 12% of Contract Value)	%	1	\$ 20,937.00	\$ 20,937.00	
1.02	Maintenance of Traffic (Not to Exceed 5% of contract Value)	%	1	\$ 31,250.00	\$ 31,250.00	
1.03	Arrow Board / Advance Warning Flashing	ED		\$ 25.00	\$ -	
1.04	Portable Changeable Message Sign	ED	42	\$ 55.00	\$ 2,310.00	
1.05	Pre Construction Video of Work Area	EA	1	\$ 2,250.00	\$ 2,250.00	
1.06	Utility System Record Drawings	EA/1000 LF		\$ 1,750.00	\$ -	
1.07	FDEP Partial Clearance Testing/Certification Potable Water System	EA		\$ 2,500.00	\$ -	
1.08	FDEP Partial Clearance Testing/Certification Sanitary System	EA		\$ 1,750.00	\$ -	
1.09	FDEP Final Clearance Testing/Certification Potable Water System	EA		\$ 3,000.00	\$ -	
1.10	FDEP Final Clearance Testing/Certification Sanitary System	EA		\$ 1,750.00	\$ -	
				Subtotal	\$ 56,747.00	
2.00 General Site Work and Site Protection						
2.01	Sediment Barrier (Silt Fence)	LF		\$ 3.00	\$ -	
2.02	Inlet Protection System	EA		\$ 350.00	\$ -	
2.03	Clearing and Grubbing Within the ROW	SY	860	\$ 18.00	\$ 15,480.00	
2.04	Removal of Existing Structure	SF		\$ 150.00	\$ -	
2.05	Removal of Existing Concrete Pavement - Sidewalks & Driveways	SY		\$ 15.00	\$ -	
2.06	Regular Excavation	CY	225	\$ 16.35	\$ 3,678.75	
2.07	Borrow Excavation, Truck Measure	CY		\$ 35.00	\$ -	
2.08	Embankment	CY		\$ 30.00	\$ -	
2.09	Flowable Fill - Excavatable Type	CY		\$ 450.00	\$ -	
2.10	Excavation for Structures	CY		\$ 25.00	\$ -	
				Subtotal	\$ 19,158.75	
3.00 Water Main Potable/Reclaimed (Including fittings, pipe, materials and restoration)						
3.01	Utility Pipe, F&I, Water Potable/Reclaimed, 2" PVC DR18	LF		\$ 25.00	\$ -	
3.02	Utility Pipe, F&I, Water Potable/Reclaimed, 4" PVC DR18	LF		\$ 40.00	\$ -	
3.03	Utility Pipe, F&I, Water Potable/Reclaimed, 6" PVC DR18	LF		\$ 65.00	\$ -	
3.04	Utility Pipe, F&I, Water Potable/Reclaimed, 8" PVC DR18	BD		\$ 90.00	\$ -	
3.05	Utility Pipe, F&I, Water Potable/Reclaimed, 10" PVC DR18	LF		\$ 100.00	\$ -	
3.06	Utility Pipe, F&I, Water Potable/Reclaimed, 12" PVC DR18	LF		\$ 150.00	\$ -	
3.07	Utility Pipe, F&I, Water Potable/Reclaimed, 16" PVC DR18	LF		\$ 180.00	\$ -	
3.08	Utility Pipe, F&I, Water Potable/Reclaimed 4" Directional Drill HDD/HDPE	LF		\$ 95.00	\$ -	
3.09	Utility Pipe, F&I, Water Potable/Reclaimed 6" Directional Drill HDD/HDPE	LF		\$ 100.00	\$ -	
3.10	Utility Pipe, F&I, Water Potable/Reclaimed 8" Directional Drill HDD/HDPE	LF		\$ 120.00	\$ -	
3.11	Utility Pipe, F&I, Water Potable/Reclaimed 10" Directional Drill HDD/HDPE	LF		\$ 140.00	\$ -	
3.12	Utility Pipe, F&I, Water Potable/Reclaimed 12" Directional Drill HDD/HDPE	LF		\$ 170.00	\$ -	
3.13	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, Galv. 0"-2.5"	LF		\$ 20.00	\$ -	
3.14	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 2"	LF		\$ 20.00	\$ -	
3.15	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 4"	LF		\$ 16.00	\$ -	
3.16	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 6"	LF		\$ 30.00	\$ -	
3.17	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 8"	LF		\$ 18.00	\$ -	
3.18	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 10"	LF		\$ 40.00	\$ -	
3.19	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 12"	LF		\$ 40.00	\$ -	
3.20	Utility Pipe, Water Potable/Reclaimed, Remove/Dispose, 16"	LF		\$ 50.00	\$ -	
3.21	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 0"-1.9"	LF		\$ 15.00	\$ -	
3.22	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 2"	LF		\$ 15.00	\$ -	
3.23	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 4"	LF		\$ 15.00	\$ -	

3.24	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 6"	LF	\$	25.00	\$	-
3.25	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 8"	LF	\$	25.00	\$	-
3.26	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 10"	LF	\$	25.00	\$	-
3.27	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 12"	LF	\$	25.00	\$	-
3.28	Utility Pipe, Water Potable/Reclaimed, Plug & Out of Service, 16"	LF	\$	35.00	\$	-
3.29	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 2"	EA	\$	150.00	\$	-
3.30	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 4"	EA	\$	400.00	\$	-
3.31	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 6"	EA	\$	500.00	\$	-
3.32	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 8"	EA	\$	800.00	\$	-
3.33	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 10"	EA	\$	1,200.00	\$	-
3.34	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 12"	EA	\$	1,400.00	\$	-
3.35	Utility Pipe, Elbow Potable/Reclaimed, 45 or 90, F&I, 16"	EA	\$	3,400.00	\$	-
3.36	Utility Pipe, Existing Valve Box Adjust to Grade with Concrete Collar	EA	\$	450.00	\$	-
				Subtotal	\$	-
5.00 Utility - Water Services (Including fittings, pipe, materials and restoration)						
5.01	Utility Fixture, F&I, Water, Meter and Meter Box on 0"-1.9" WM	EA	\$	850.00	\$	-
5.02	Utility Fixture, F&I, Water, Backflow Assembly on 0"-1.9" WM	EA	\$	1,100.00	\$	-
5.03	Utility Fixture, F&I, Water, Saddle on 0"-1.9" WM	EA	\$	200.00	\$	-
5.04	Utility Fixture, F&I, Water, Gate Valve Assembly on 0"-1.9" WM	EA	\$	500.00	\$	-
5.05	Utility Fixture, F&I, Water, Meter and Meter Box on 2" WM	EA	\$	900.00	\$	-
5.06	Utility Fixture, F&I, Water, Saddle on 2" WM	EA	\$	250.00	\$	-
5.07	Utility Fixture, F&I, Water, Gate Valve Assembly on 2" WM	EA	\$	800.00	\$	-
5.08	Utility Fixture, F&I, Water, Line Stop Assembly on 2" WM	EA	\$	4,000.00	\$	-
5.09	Utility Fixture, F&I, Water, Mech Joint Restraint on 2" WM	EA	\$	100.00	\$	-
5.10	Utility Fixture, F&I, Water, Meter and Meter Box on 4" WM	EA	\$	1,500.00	\$	-
5.11	Utility Fixture, F&I, Water, Saddle on 4" WM	EA	\$	750.00	\$	-
5.12	Utility Fixture, F&I, Water, Gate Valve Assembly on 4" WM	EA	\$	2,000.00	\$	-
5.13	Utility Fixture, F&I, Water, Line Stop Assembly on 4" WM	EA	\$	6,000.00	\$	-
5.14	Utility Fixture, F&I, Water, Mech Joint Restraint on 4" WM	EA	\$	250.00	\$	-
5.15	Utility Fixture, F&I, Water, Meter and Meter Box on 6" WM	EA	\$	1,500.00	\$	-
5.16	Utility Fixture, F&I, Water, Saddle on 6" WM	EA	\$	750.00	\$	-
5.17	Utility Fixture, F&I, Water, Gate Valve Assembly on 6" WM	EA	\$	2,400.00	\$	-
5.18	Utility Fixture, F&I, Water, Line Stop Assembly on 6" WM	EA	\$	7,000.00	\$	-
5.19	Utility Fixture, F&I, Water, Mech Joint Restraint on 6" WM	EA	\$	350.00	\$	-
5.20	Utility Fixture, F&I, Water, Meter and Meter Box on 8" WM	EA	\$	1,500.00	\$	-
5.21	Utility Fixture, F&I, Water, Saddle on 8" WM	EA	\$	850.00	\$	-
5.22	Utility Fixture, F&I, Water, Gate Valve Assembly on 8" WM	EA	\$	3,300.00	\$	-
5.23	Utility Fixture, F&I, Water, Line Stop Assembly on 8" WM	EA	\$	9,000.00	\$	-
5.24	Utility Fixture, F&I, Water, Mech Joint Restraint on 8" WM	EA	\$	400.00	\$	-
5.25	Utility Fixture, F&I, Water, Meter and Meter Box on 10" WM	EA	\$	1,500.00	\$	-
5.26	Utility Fixture, F&I, Water, Saddle on 10" WM	EA	\$	950.00	\$	-
5.27	Utility Fixture, F&I, Water, Gate Valve Assembly on 10" WM	EA	\$	5,500.00	\$	-
5.28	Utility Fixture, F&I, Water, Line Stop Assembly on 10" WM	EA	\$	14,000.00	\$	-
5.29	Utility Fixture, F&I, Water, Mech Joint Restraint on 10" WM	EA	\$	500.00	\$	-
5.30	Utility Fixture, F&I, Water, Meter and Meter Box on 12" WM	EA	\$	1,500.00	\$	-
5.31	Utility Fixture, F&I, Water, Saddle on 12" WM	EA	\$	1,200.00	\$	-
5.32	Utility Fixture, F&I, Water, Gate Valve Assembly on 12" WM	EA	\$	7,000.00	\$	-
5.33	Utility Fixture, F&I, Water, Line Stop Assembly on 12" WM	EA	\$	15,000.00	\$	-
5.34	Utility Fixture, F&I, Water, Mech Joint Restraint on 12" WM	EA	\$	550.00	\$	-
5.35	Utility Fixture, F&I, Water, Meter and Meter Box on 16" WM	EA	\$	2,500.00	\$	-
5.36	Utility Fixture, F&I, Water, Saddle on 16" WM	EA	\$	1,400.00	\$	-
5.37	Utility Fixture, F&I, Water, Gate Valve Assembly on 16" WM	EA	\$	12,500.00	\$	-
5.38	Utility Fixture, F&I, Water, Line Stop Assembly on 16" WM	EA	\$	21,000.00	\$	-
5.39	Utility Fixture, F&I, Water, Mech Joint Restraint on 16" WM	EA	\$	1,200.00	\$	-
5.40	Utility Fixture, F&I, 1" Single Short Water Service on 0"-2"	EA	\$	800.00	\$	-
5.41	Utility Fixture, F&I, 1" Single Long Water Service on 0"-2"	EA	\$	2,000.00	\$	-
5.42	Utility Fixture, F&I, 1.5" Double Short Water Service on 0"-2"	EA	\$	800.00	\$	-
5.43	Utility Fixture, F&I, 1.5" Double Long Water Service on 0"-2"	EA	\$	2,000.00	\$	-
5.44	Utility Fixture, F&I, 1" Single Short Water Service on 3"	EA	\$	800.00	\$	-
5.45	Utility Fixture, F&I, 1" Single Long Water Service on 3"	EA	\$	2,000.00	\$	-
5.46	Utility Fixture, F&I, 1.5" Double Short Water Service on 3"	EA	\$	800.00	\$	-
5.47	Utility Fixture, F&I, 1.5" Double Long Water Service on 3"	EA	\$	2,000.00	\$	-
5.48	Utility Fixture, F&I, 1" Single Short Water Service on 4"	EA	\$	850.00	\$	-
5.49	Utility Fixture, F&I, 1" Single Long Water Service on 4"	EA	\$	2,050.00	\$	-
5.50	Utility Fixture, F&I, 1.5" Double Short Water Service on 4"	EA	\$	1,400.00	\$	-
5.51	Utility Fixture, F&I, 1.5" Double Long Water Service on 4"	EA	\$	2,400.00	\$	-
5.52	Utility Fixture, F&I, 1" Single Short Water Service on 6"	EA	\$	900.00	\$	-

5.53	Utility Fixture, F&I, 1" Single Long Water Service on 6"	EA	\$	2,100.00	\$	-
5.54	Utility Fixture, F&I, 1.5" Double Short Water Service on 6"	EA	\$	1,400.00	\$	-
5.55	Utility Fixture, F&I, 1.5" Double Long Water Service on 6"	EA	\$	2,400.00	\$	-
5.56	Utility Fixture, F&I, 1" Single Short Water Service on 8"	EA	\$	950.00	\$	-
5.57	Utility Fixture, F&I, 1" Single Long Water Service on 8"	EA	\$	2,200.00	\$	-
5.58	Utility Fixture, F&I, 1.5" Double Short Water Service on 8"	EA	\$	1,700.00	\$	-
5.59	Utility Fixture, F&I, 1.5" Double Long Water Service on 8"	EA	\$	2,700.00	\$	-
5.60	Utility Fixture, F&I, 1" Single Short Water Service on 10"	EA	\$	1,000.00	\$	-
5.61	Utility Fixture, F&I, 1" Single Long Water Service on 10"	EA	\$	2,300.00	\$	-
5.62	Utility Fixture, F&I, 1.5" Double Short Water Service on 10"	EA	\$	1,700.00	\$	-
5.63	Utility Fixture, F&I, 1.5" Double Long Water Service on 10"	EA	\$	2,700.00	\$	-
5.64	Utility Fixture, F&I, 1" Single Short Water Service on 12"	EA	\$	1,000.00	\$	-
5.65	Utility Fixture, F&I, 1" Single Long Water Service on 12"	EA	\$	2,300.00	\$	-
5.66	Utility Fixture, F&I, 1.5" Double Short Water Service on 12"	EA	\$	1,700.00	\$	-
5.67	Utility Fixture, F&I, 1.5" Double Long Water Service on 12"	EA	\$	2,700.00	\$	-
5.68	Utility Fixture, F&I, Single Meter Box	EA	\$	850.00	\$	-
5.69	Utility Fixture, F&I, Double Meter Box	EA	\$	1,500.00	\$	-
5.70	Utility Fixture, F&I, 2" Blow-off Assembly Complete w/Box	AS	\$	2,400.00	\$	-
5.71	Utility Fixture, Existing Meter Box Adjust to Grade	EA	\$	550.00	\$	-
				Subtotal	\$	-
6.00 Fire Hydrants						
6.01	Fire Hydrant Assembly, Standard 3 Way, F&I, 6" Unit	EA	\$	8,000.00	\$	-
6.02	Fire Hydrant, Existing, Adjust & Modify	EA	\$	4,000.00	\$	-
6.03	Fire Hydrant Relocate Existing	EA	\$	4,000.00	\$	-
6.04	Fire Hydrant Remove	EA	\$	2,500.00	\$	-
6.05	FH Assembly Connection Fitting - 6" x 6" x 6" MJ Tee - FH to Main Line Only	EA	\$	1,500.00	\$	-
6.06	FH Assembly Connection Fitting - 8" x 8" x 6" MJ Tee - FH to Main Line Only	EA	\$	2,000.00	\$	-
6.07	FH Assembly Connection Fitting - 10" x 10" x 6" MJ Tee - FH to Main Line Only	EA	\$	2,500.00	\$	-
6.08	FH Assembly Connection Fitting - 12" x 12" x 6" MJ Tee - FH to Main Line Only	EA	\$	3,500.00	\$	-
6.09	FH Assembly Connection Fitting - 6" MJ 90° Elbow - FH to Main Line Only	EA	\$	350.00	\$	-
6.10	FH Assembly Connection Fitting - 8" MJ 90° Elbow - FH to Main line Only	EA	\$	450.00	\$	-
6.11	FH Assembly Connection Fitting - 10" MJ 90° Elbow - FH to Main line Only	EA	\$	650.00	\$	-
6.12	FH Assembly Connection Fitting - 12" MJ 90° Elbow - FH to Main line Only	EA	\$	750.00	\$	-
				Subtotal	\$	-
7.00 Utility - Sewer Service (Including fittings, pipe, materials and restoration)						
7.01	Utility Pipe, F&I, Sewer Gravity, 6" PVC DR25 *(for Services and Laterals Only)	LF	\$	200.00	\$	-
7.02	Utility Pipe, F&I, Sewer Gravity, 8" PVC DR25	LF	\$	275.00	\$	-
7.03	Utility Pipe, F&I, Sewer Gravity, 10" PVC DR25	LF	\$	300.00	\$	-
7.04	Utility Pipe, F&I, Sewer Gravity, 12" PVC DR25	LF	\$	350.00	\$	-
7.05	Utility Pipe, F&I, Sewer Gravity, 14" PVC DR25	LF	\$	350.00	\$	-
7.06	Utility Pipe, F&I, Sewer Gravity, 16" PVC DR25	LF	\$	500.00	\$	-
7.07	Utility Pipe, F&I, Sewer Gravity, 18" PVC DR25	LF	\$	600.00	\$	-
7.08	Utility Pipe, F&I, Sewer Gravity, 20" PVC DR25	LF	\$	750.00	\$	-
7.09	Utility Pipe, F&I, Sewer Gravity, 24" PVC DR25	LF	\$	800.00	\$	-
7.10	Utility Pipe, F&I, Sewer Forcemain, 6" PVC DR18	LF	\$	55.00	\$	-
7.11	Utility Pipe, F&I, Sewer Forcemain, 8" PVC DR18	LF	\$	85.00	\$	-
7.12	Utility Pipe, F&I, Sewer Forcemain, 10" PVC DR18	LF	\$	125.00	\$	-
7.13	Utility Pipe, F&I, Sewer Forcemain, 12" PVC DR18	LF	\$	175.00	\$	-
7.14	Utility Pipe, F&I, Sewer Forcemain, 16" PVC DR18	LF	\$	250.00	\$	-
7.15	Utility Pipe, F&I, Sewer Forcemain, 8" DIP	LF	\$	175.00	\$	-
7.16	Utility Pipe, F&I, Sewer Forcemain, 10" DIP	LF	\$	210.00	\$	-
7.17	Utility Pipe, F&I, Sewer Forcemain, 12" DIP	LF	\$	240.00	\$	-
7.18	Utility Pipe, F&I, Sewer Forcemain, 16" DIP	LF	\$	300.00	\$	-
7.19	Utility Pipe, Sewer, Remove/Dispose, 6"	LF	\$	30.00	\$	-
7.20	Utility Pipe, Sewer, Remove/Dispose, 8"	LF	\$	35.00	\$	-
7.21	Utility Pipe, Sewer, Remove/Dispose, 10"	LF	\$	40.00	\$	-
7.22	Utility Pipe, Sewer, Remove/Dispose, 12"	LF	\$	40.00	\$	-
7.23	Utility Pipe, Sewer, Remove/Dispose, 16"	LF	\$	50.00	\$	-
7.24	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 6"	LF	\$	120.00	\$	-
7.25	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 8"	LF	\$	140.00	\$	-
7.26	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 10"	LF	\$	160.00	\$	-
7.27	Utility Pipe, Cure-In-Place, Sewer, Existing Clay, 12"	LF	\$	180.00	\$	-
7.28	Utility Fixture, F&I, 6" Sewer Service Fitting to 6" Gravity Main	EA	\$	600.00	\$	-
7.29	Utility Fixture, F&I, 6" Sewer Service Fitting to 8" Gravity Main	EA	\$	750.00	\$	-
7.30	Utility Fixture, F&I, 6" Sewer Service Fitting to 10" Gravity Main	EA	\$	750.00	\$	-
7.31	Utility Fixture, F&I, 6" Sewer Service Fitting to 11" to 12" Gravity Main	EA	\$	850.00	\$	-

7.32	Utility Fixture, F&I, 6" Sewer Service Fitting to 13" to 14" Gravity Main	EA	\$	850.00	\$	-
7.33	Utility Fixture, F&I, 6" Sewer Service Fitting to 15" to 16" Gravity Main	EA	\$	1,500.00	\$	-
7.34	Utility Fixture, F&I, 6" Sewer Service Fitting to 17" to 18" Gravity Main	EA	\$	2,000.00	\$	-
7.35	Utility Fixture, F&I, 6" Sewer Service Fitting to 20" to 21" Gravity Main	EA	\$	2,500.00	\$	-
7.36	Utility Fixture, F&I, 6" Sewer Service Fitting to 22" to 24" Gravity Main	EA	\$	3,000.00	\$	-
7.37	Utility Fixture, F&I, 4" Cleanout Sewer	EA	\$	550.00	\$	-
7.38	Utility Fixture, F&I, 6" Cleanout Sewer	EA	\$	650.00	\$	-
7.39	Lining of Existing Sewer Manhole	EA	\$	7,000.00	\$	-
7.40	Sewer Manhole Complete	EA	\$	12,000.00	\$	-
7.41	Connect to Existing Sewer Manhole / TANK	EA	\$	2,500.00	\$	-
				Subtotal	\$	-
8.00 Reclaimed Water Service (Including fittings, pipe, materials and restoration)						
8.01	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 0"-1.9"	EA	\$	850.00	\$	-
8.02	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 0"-1.9"	EA	\$	1,100.00	\$	-
8.03	Utility Fixture, F&I, Reclaimed, Saddle on 0"-1.9"	EA	\$	200.00	\$	-
8.04	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 0"-1.9"	EA	\$	500.00	\$	-
8.05	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 2"	EA	\$	900.00	\$	-
8.06	Utility Fixture, F&I, Reclaimed, Backflow Assembly on 2"	EA	\$	1,100.00	\$	-
8.07	Utility Fixture, F&I, Reclaimed, Saddle on 2"	EA	\$	250.00	\$	-
8.08	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 2"	EA	\$	800.00	\$	-
8.09	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 2"	EA	\$	4,000.00	\$	-
8.10	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 2"	EA	\$	100.00	\$	-
8.11	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 4"	EA	\$	1,500.00	\$	-
8.12	Utility Fixture, F&I, Reclaimed, Saddle on 4"	EA	\$	750.00	\$	-
8.13	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 4"	EA	\$	2,000.00	\$	-
8.14	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 4"	EA	\$	6,000.00	\$	-
8.15	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 4"	EA	\$	250.00	\$	-
8.16	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 6"	EA	\$	1,500.00	\$	-
8.17	Utility Fixture, F&I, Reclaimed, Saddle on 6"	EA	\$	750.00	\$	-
8.18	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 6"	EA	\$	2,400.00	\$	-
8.19	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 6"	EA	\$	7,000.00	\$	-
8.20	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 6"	EA	\$	350.00	\$	-
8.21	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 8"	EA	\$	1,500.00	\$	-
8.22	Utility Fixture, F&I, Reclaimed, Saddle on 8"	EA	\$	850.00	\$	-
8.23	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 8"	EA	\$	3,200.00	\$	-
8.24	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 8"	EA	\$	9,000.00	\$	-
8.25	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 8"	EA	\$	400.00	\$	-
8.26	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 10"	EA	\$	1,500.00	\$	-
8.27	Utility Fixture, F&I, Reclaimed, Saddle on 10"	EA	\$	950.00	\$	-
8.28	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 10"	EA	\$	5,500.00	\$	-
8.29	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 10"	EA	\$	14,000.00	\$	-
8.30	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 10"	EA	\$	500.00	\$	-
8.31	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 12"	EA	\$	1,500.00	\$	-
8.32	Utility Fixture, F&I, Reclaimed, Saddle on 12"	EA	\$	1,200.00	\$	-
8.33	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 12"	EA	\$	7,000.00	\$	-
8.34	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 12"	EA	\$	15,000.00	\$	-
8.35	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 12"	EA	\$	550.00	\$	-
8.36	Utility Fixture, F&I, Reclaimed, Meter and Meter Box on 16"	EA	\$	2,500.00	\$	-
8.37	Utility Fixture, F&I, Reclaimed, Saddle on 16"	EA	\$	1,400.00	\$	-
8.38	Utility Fixture, F&I, Reclaimed, Gate Valve Assembly on 16"	EA	\$	12,500.00	\$	-
8.39	Utility Fixture, F&I, Reclaimed, Line Stop Assembly on 16"	EA	\$	21,000.00	\$	-
8.40	Utility Fixture, F&I, Reclaimed, Mech Joint Restraint on 16"	EA	\$	1,200.00	\$	-
8.41	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 0"-2"	EA	\$	800.00	\$	-
8.42	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 0"-2"	EA	\$	2,000.00	\$	-
8.43	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 0"-2"	EA	\$	800.00	\$	-
8.44	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 0"-2"	EA	\$	2,000.00	\$	-
8.45	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 3"	EA	\$	800.00	\$	-
8.46	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 3"	EA	\$	2,000.00	\$	-
8.47	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 3"	EA	\$	1,200.00	\$	-
8.48	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 3"	EA	\$	2,200.00	\$	-
8.49	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 4"	EA	\$	850.00	\$	-
8.50	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 4"	EA	\$	2,050.00	\$	-
8.51	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 4"	EA	\$	1,400.00	\$	-
8.52	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 4"	EA	\$	2,400.00	\$	-
8.53	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 6"	EA	\$	900.00	\$	-
8.54	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 6"	EA	\$	2,100.00	\$	-
8.55	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 6"	EA	\$	1,400.00	\$	-

8.56	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 6"	EA		\$	2,400.00	\$	-
8.57	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 8"	EA		\$	950.00	\$	-
8.58	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 8"	EA		\$	2,200.00	\$	-
8.59	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 8"	EA		\$	1,700.00	\$	-
8.60	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 8"	EA		\$	2,700.00	\$	-
8.61	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 10"	EA		\$	1,000.00	\$	-
8.62	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 10"	EA		\$	2,300.00	\$	-
8.63	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 10"	EA		\$	1,700.00	\$	-
8.64	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 10"	EA		\$	2,700.00	\$	-
8.65	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 12"	EA		\$	1,000.00	\$	-
8.66	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 12"	EA		\$	2,300.00	\$	-
8.67	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 12"	EA		\$	1,700.00	\$	-
8.68	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 12"	EA		\$	2,700.00	\$	-
8.69	Utility Fixture, F&I, 1" Single Short Reclaimed Service on 16"	EA		\$	1,400.00	\$	-
8.70	Utility Fixture, F&I, 1" Single Long Reclaimed Service on 16"	EA		\$	2,400.00	\$	-
8.71	Utility Fixture, F&I, 1.5" Double Short Reclaimed Service on 16"	EA		\$	2,200.00	\$	-
8.72	Utility Fixture, F&I, 1.5" Double Long Reclaimed Service on 16"	EA		\$	3,200.00	\$	-
8.73	Utility Fixture, Meter Relocate and Adjust Box	EA		\$	550.00	\$	-
8.74	Utility Fixture, F&I, Single Reclaimed Meter Box	EA		\$	850.00	\$	-
8.75	Utility Fixture, F&I, Double Reclaimed Meter Box	EA		\$	1,500.00	\$	-
					Subtotal	\$	-
9.00 Brick Paver Features (Includes demolition, sub-base, concrete, brick, and asphalt restoration work)							
9.01	Pavers Architectural Roadway, F&I, Includes Base & Joint Sand	SY		\$	150.00	\$	-
9.02	Pavers Architectural Sidewalk, F&I, Includes Base & Joint Sand	SY		\$	140.00	\$	-
9.03	Concrete Class II, Approach Slabs	CY		\$	350.00	\$	-
9.04	Clearing & Grubbing for Pavers	SY		\$	18.00	\$	-
9.05	Paver Bendable Drain Pipe 4", F&I, w/Aggregate	LF		\$	8.00	\$	-
9.06	Paver Drain Clean-out 4", F&I	EA		\$	125.00	\$	-
9.07	Steel Vehicular Plates, Temp., F&I 8' W x 20' L x 1" thick	EA		\$	1,750.00	\$	-
					Subtotal	\$	-
10.00 Concrete Work							
10.01	Concrete Curb & Gutter, Type F (Parent of Drop Curb)	LF		\$	55.00	\$	-
10.02	Concrete Curb & Gutter, Type A	LF		\$	45.00	\$	-
10.03	Concrete Curb & Gutter, Type B	LF		\$	45.00	\$	-
10.04	Concrete/Asphalt Curb & Gutter, Type D	LF	180	\$	50.00	\$	9,000.00
10.05	Concrete Curb & Gutter, Type E	LF		\$	50.00	\$	-
10.06	Concrete Drop Curb, FDOT	LF	10	\$	50.00	\$	500.00
10.07	Concrete Ribbon Curb 12" Width	LF		\$	45.00	\$	-
10.08	Concrete Valley Gutter	LF		\$	70.00	\$	-
10.09	Sidewalk Concrete, 4" Thick	SY		\$	65.00	\$	-
10.10	Special Sidewalk Finish - Trowel Edge Alternating Broom Fields	SY		\$	5.00	\$	-
10.11	Single Direction Detectable Warning Mat (New)	EA		\$	150.00	\$	-
10.12	Dual Direction Detectable Warning (New)Mat	EA		\$	300.00	\$	-
10.13	Sidewalk/Pavement Concrete, 6" Thick	SY	15	\$	90.00	\$	1,350.00
10.14	Driveway Apron Concrete, 6" Thick	SY		\$	90.00	\$	-
10.15	Detectable Warning Mat on Existing Walking Surface	EA	6	\$	150.00	\$	900.00
10.16	Concrete Class NS, Gravity Wall	CY		\$	600.00	\$	-
10.17	Concrete Traffic Separator, Special - Variable Width	SY		\$	130.00	\$	-
10.18	Concrete Barrier Wall, Removal	LF		\$	50.00	\$	-
10.19	Concrete Traffic Railing Barrier, with Junction Slab, 42" 'F' Shape	LF		\$	275.00	\$	-
10.20	Concrete Surface, Class V Bridge Treatment, Prep & Apply	SF		\$	4.00	\$	-
10.21	Pressure Wash Existing Curb & Gutter, Sidewalks, & Driveways	SF		\$	1.00	\$	-
					Subtotal	\$	11,750.00
11.00 Pavement Restoration (Refer to Section 02010)							
11.01	Stabilization Type B (per City Detail)	SY		\$	15.00	\$	-
11.02	Optional Base Group 06 or 8" Limerock (per City Detail)	SY		\$	65.00	\$	-
11.03	Tack and Sand Optional Base or Limerock (Per FDOT Spec)	SY		\$	1.50	\$	-
11.04	Asphalt Trail (5" Thick Trail)	SY	750	\$	112.00	\$	84,000.00
11.05	Milling Existing Asphalt Pav't. 1.25" Average Depth	SY		\$	7.00	\$	-
11.06	Milling Existing Asphalt Pav't. 1.50" Average Depth	SY		\$	8.00	\$	-
11.07	SuperPave Asphaltic Concrete, Traffic 'B' SP9.5 at 1.25" Depth	TN		\$	300.00	\$	-
11.08	SuperPave Asphaltic Concrete, Traffic 'B' SP12.5 at 1.50" Depth	TN		\$	300.00	\$	-
11.09	Reinforced Concrete Pavement 8" Depth	SY		\$	175.00	\$	-
11.10	Traffic Signal Loop Assembly, F&I Type 'F'	AS		\$	2,800.00	\$	-

11.11	Retro-Reflective Pavement Markers	EA		\$	7.00	\$	-
11.12	Thermoplastic Pavement Marking, Standard, White, Solid, 6"	LF		\$	5.00	\$	-
11.13	Thermoplastic Pavement Marking, Standard, White, Solid, 8"	LF		\$	8.00	\$	-
11.14	Thermoplastic Pavement Marking, Standard, White, Solid, 12"	LF		\$	10.00	\$	-
11.15	Thermoplastic Pavement Marking, Standard, White, Solid, 18" for Diagonals and Chevrons	LF		\$	15.00	\$	-
11.16	Thermoplastic Pavement Marking, Standard, White, Solid, 24" For 'Stop' line and Crosswalks	LF	80	\$	18.00	\$	1,440.00
11.17	Thermoplastic Pavement Marking, Standard, White, Message or Symbol	EA		\$	150.00	\$	-
11.18	Thermoplastic Pavement Marking, Standard, White, Arrows	EA		\$	125.00	\$	-
11.19	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 6"	LF		\$	7.00	\$	-
11.20	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 12"	LF		\$	10.00	\$	-
11.21	Thermoplastic Pavement Marking, Standard, Yellow, Solid, 18" for Diagonals and Chevrons	LF		\$	15.00	\$	-
11.22	Permanent Concrete Pavement Stripe Paint, Standard, White, 24" Width	LF		\$	18.00	\$	-
11.23	Temporary Asphalt Paint - Pre-Thermoplastic	LS		\$	3,500.00	\$	-
					Subtotal	\$	85,440.00
12.00 Stormwater Improvements and Restoration (Refer to Section 02010)							
12.01	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 1 Top, 6' OAH	EA		\$	6,500.00	\$	-
12.02	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 2 Top, 6' OAH	EA		\$	6,500.00	\$	-
12.03	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 1 Top, 6' OAH	EA		\$	8,500.00	\$	-
12.04	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 2 Top, 6' OAH	EA		\$	8,500.00	\$	-
12.05	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 4 Top, 6' OAH	EA		\$	8,500.00	\$	-
12.06	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 5 Top, 6' OAH	EA		\$	6,000.00	\$	-
12.07	Curb Inlet Complete, F&I - Type P, 4' Diameter Round, Type 6 Top, 6' OAH	EA		\$	6,000.00	\$	-
12.08	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 5 Top, 6' OAH	EA		\$	9,000.00	\$	-
12.09	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 6 Top, 6' OAH	EA		\$	9,000.00	\$	-
12.10	Curb Inlet Complete, F&I - Type J, 5' Diameter Round Dog House, Type 9, 6' OAH	EA		\$	11,000.00	\$	-
12.11	Curb Inlet Complete, F&I - Type J, 5' Diameter Round, Type 9, 6' OAH	EA		\$	10,000.00	\$	-
12.12	Ditch Bottom Inlet, F&I - Type D, 5' Square, 4' OAH	EA		\$	6,000.00	\$	-
12.13	USF 5100 Valley Gutter Inlet Frame and 6147 Grate (or Equiv.)	EA		\$	6,500.00	\$	-
12.14	USF 4105 Drop/Gutter Type V, Modified Inlet Frame and 6220 Grate (or Equiv.)	EA		\$	7,000.00	\$	-
12.15	Manhole Complete, F&I - Type P, 4' Dia. Round, Type 8 Top, 6' OAH	EA		\$	9,000.00	\$	-
12.16	Manhole Adjust to Grade Existing	EA		\$	1,750.00	\$	-
12.17	Manhole Top, F&I, City Standard	EA		\$	3,250.00	\$	-
12.18	Pipe Culvert, F&I, RCP, Round, 15"	LF	16	\$	150.00	\$	2,400.00
12.19	Pipe Culvert, F&I, RCP, Round, 18"	LF		\$	175.00	\$	-
12.20	Pipe Culvert, F&I, RCP, Round, 24"	LF		\$	250.00	\$	-
12.21	Pipe Culvert, F&I, RCP, Round, 30"	LF		\$	300.00	\$	-
12.22	Pipe Culvert, F&I, RCP, Round, 36"	LF		\$	350.00	\$	-
12.23	Pipe Culvert, F&I, RCP, Round, 42"	LF		\$	450.00	\$	-
12.24	Pipe Culvert, F&I, RCP, Round, 48"	LF		\$	575.00	\$	-
12.25	Pipe Culvert, F&I, RCPE, Elliptical 19" x 30"	LF		\$	265.00	\$	-
12.26	Pipe Culvert, F&I, RCPE, Elliptical 12" x 18"	LF		\$	195.00	\$	-
12.27	Pipe Culvert, F&I, RCPE, Elliptical 14" x 23"	LF		\$	170.00	\$	-
12.28	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 15"	LF		\$	90.00	\$	-
12.29	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 18"	LF		\$	100.00	\$	-
12.30	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 24"	LF		\$	125.00	\$	-
12.31	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 30"	LF		\$	150.00	\$	-
12.32	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 36"	LF		\$	225.00	\$	-
12.33	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 42"	LF		\$	290.00	\$	-
12.34	Cure-in-Place, Pipe Culvert, F&I, CMP or RCP, Round, 48"	LF		\$	308.00	\$	-
12.35	Mitered End Section Complete, F&I, RCP, Round, 15" Pipe	EA	2	\$	3,000.00	\$	6,000.00
12.36	Mitered End Section Complete, F&I, RCP, Round, 18" Pipe	EA		\$	3,200.00	\$	-
12.37	Mitered End Section Complete, F&I, RCP, Round, 24" Pipe	EA		\$	3,600.00	\$	-
12.38	Mitered End Section Complete, F&I, RCP, Round, 30" Pipe	EA		\$	4,000.00	\$	-
12.39	Mitered End Section Complete, F&I, RCP, Round, 36" Pipe	EA		\$	4,500.00	\$	-
12.40	Mitered End Section Complete, F&I, RCP, Round, 42" Pipe	EA		\$	6,000.00	\$	-
12.41	Mitered End Section Complete, F&I, RCP, Round, 48" Pipe	EA		\$	8,000.00	\$	-
12.42	Concrete Inlet, Ditch Bottom, Type F, <10, w/Grate	EA		\$	5,500.00	\$	-
12.43	Concrete Inlet, Ditch Bottom, Type C, <10, w/Grate	EA		\$	5,000.00	\$	-
12.44	Inlets, Median Barrier, Type 1, <10'	EA		\$	5,500.00	\$	-
12.45	Inlets, Closed Flume	EA		\$	4,400.00	\$	-
12.46	Concrete Pipe Jacket (FDOT Std Plan 430-001)	EA		\$	2,500.00	\$	-
12.47	French Drain, F&I, 15" Pipe, w/Wrapped Stone	LF		\$	225.00	\$	-
12.48	Pipe Repair Clamp SP	EA		\$	7,500.00	\$	-
					Subtotal	\$	8,400.00

13.00 Landscape Enhancements & Site Restorations						
13.01	Performance Turf (Sod)	SY	325	\$	4.00	\$ 1,300.00
13.02	Landscape Plants Small Groundcover, 1 Gallon	EA		\$	10.00	\$ -
13.03	Landscape Plants Small Shrub, 1 Gallon	EA		\$	20.00	\$ -
13.04	Landscape Plants Large Shrub, 3 Gallon	EA		\$	35.00	\$ -
13.05	Landscape Plants Large Trees, 65 Gallon	EA		\$	1,100.00	\$ -
13.06	Landscape Plants Large Palms. 12' OAH	EA		\$	950.00	\$ -
13.07	Mailbox Replacement	EA		\$	350.00	\$ -
13.08	Irrigation System (Per Plan)	EA		\$	2,500.00	\$ -
13.09	Irrigation System Repairs	EA		\$	1,750.00	\$ -
13.10	Decorative Street Sign Posts	EA		\$	1,750.00	\$ -
13.11	Single Decorative Post Sign, Relocate Existing	EA		\$	750.00	\$ -
13.12	Irrigation Bores 2" Diameter	EA		\$	3,500.00	\$ -
13.13	Irrigation Bores 4" Diameter	EA		\$	4,500.00	\$ -
13.14	Irrigation Bores 6" Diameter	EA		\$	6,500.00	\$ -
13.15	Aluminum Handrail, Bicycle-Pedestrian, 48" Height Powder Coated 'Black Gloss' (refer to FDOT Index 515-062)	LF		\$	225.00	\$ -
13.16	Aluminum Handrail Repair - Existing	LF		\$	150.00	\$ -
13.17	Steel Handrail Repair - Existing	LF		\$	175.00	\$ -
13.18	Standard Traffic Guardrail-Roadway, General TL-2, 31" Height	LF		\$	45.00	\$ -
13.19	Standard Traffic Guardrail Removal	LF		\$	30.00	\$ -
13.20	Guardrail End Anchorage Assembly-Flared	AS		\$	2,500.00	\$ -
13.21	Guardrail End Anchorage Assembly-Parallel	AS		\$	3,000.00	\$ -
13.22	Standard Traffic Guardrail, Field Painted (Pro.Ind.Alkyd Urethane & Primer)	LF		\$	40.00	\$ -
13.23	Reflectors Barrier Wall or Guardrail Mounted, Yellow	LF		\$	75.00	\$ -
13.24	Fence, Chain Link, Type B, Standard 6'	LF	1,100	\$	45.00	\$ 49,500.00
13.25	Fence Gate, Chain Link, Type B, Standard, Single 3' to 6' Opening	EA		\$	1,500.00	\$ -
13.26	Fence Gate, Chain Link, Type B, Standard Double 8' to 12' Opening	EA		\$	4,500.00	\$ -
13.27	Fence, Chain Link, Type B, Standard 6' Black Vinyl Clad	LF		\$	75.00	\$ -
13.28	Fence Gate, Chain Link, Type B, Standard Single 3'to 6' Opening Black Vinyl Clad	EA		\$	1,800.00	\$ -
13.29	Fence Gate, Chain Link, Type B, Stnd. Double 8' to 12' Opening Black Vinyl Clad	EA		\$	5,500.00	\$ -
13.30	Electrical - Project Specific Only	EA		\$	25,000.00	\$ -
13.28	Out of Scope Item (Solar Powered Crosswalk Signs)	EA	2	\$	7,200.00	\$ 14,400.00
13.29	Out of Scope Item (Low Profile Wall 12 Month Rental)	EA	1,200	\$	62.50	\$ 75,000.00
13.30	Out of Scope Item (Pedestrian Deleneator)	LF		\$	480.00	\$ -
13.31	Out of Scope Item (2" ARV)	EA		\$	7,500.00	\$ -
13.29	Out of Scope Item (8" Back Flow Preventer)	EA		\$	11,200.00	\$ -
13.31	Out of Scope Item (Not to Exceed 10% of Total Work Order Assignment)	LS				\$ -
					Subtotal	\$ 140,200.00
				Total - Base Bid A		\$ 321,695.75
Signature, Company Name, and Date						



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Bellmore Enterprises Inc. for Underground Electrical Conduit Installation in The Yardley at Mount Dora Groves South

Introduction:

This is a request for City Council to approve Task Authorization #15, utilizing contract services provided by Bellmore Enterprises Incorporated to install underground conduit for power distribution facilities.

Discussion:

TM BTR of Florida, LLC is the developer for The Yardley at Mount Dora Groves South, requesting Electrical Service for the main infrastructure. The City's Electric department prepared design estimate for these facilities at a cost of \$842,518.70, which has been paid in full to the City. The City Council approved purchasing waiver for project materials in the June 18, 2024 meeting.

This request is for approval of contract services from Bellmore Enterprises to provide and install electric conduit for the project. As part of this project, Bellmore will install 14,904 feet of underground conduit adhering to guidelines contained within their contract, ITB 19-PW-031, scope of services. The cost for conduit materials, equipment and labor is estimated at \$290,628.00. The City Electric Utility staff will perform all remaining portions of construction, anticipating a completion date of September 1, 2025.

This scope of services for Underground duct-line work and conduit is outlined in ITB 19-PW-031, which was approved by City Council on September 19, 2019 and amended on May 7th, 2024.

Budget Impact:

This project is funded in the FY 2024-25 by Project EJ2424, a developer-reimbursed project with funding paid by TM BTR of Florida, LLC in the amount of \$842,518.70.

Strategic Impact:

Goal 2 Infrastructure. This project is to provide Electric Utility service for connection of up to 309 new residential units at The Yardley, within the Mount Dora Groves South development.

Recommendation:

City Council approve Task Authorization #15 for Bellmore Enterprises Incorporated to install underground conduit as part of the Mount Dora Groves South Phase II development

Attachment(s):

1. Task Authorization - #15 - Bellmore at The Yardley

Prepared by:	Stephanie Gervais, Administrative Coordinator-Public Works	
Reviewed by:	Stephanie Gervais, Administrative Coordinator-Public Works	Approved - 1/14/2025
	Wayne Zimmerman, Deputy Electric Utility Director	Approved - 1/16/2025
	Steve Langley, Assistant City Manager-Electric Utility Director	Approved - 1/23/2025
	Matthew Dodson, Budget Officer	Approved - 1/23/2025
	Rita Meade, Finance Director	Approved - 1/23/2025
	City Attorney, City Attorney	Approved - 1/28/2025
	Jeanann Hand, City Clerk	Approved - 1/28/2025
	Vince Sandersfeld, City Manager	Final Approval - 1/28/2025

**CITY OF MOUNT DORA
TASK AUTHORIZATION FORM**

In accordance with the terms and conditions of the Agreement between Bellmore Enterprises, Inc. (Contractor) and the City of Mount Dora, approved under Resolution 2019-135, dated September 19, 2019, and amended May 7, 2024, the parties hereto agree to the scope of work, pricing, schedule and subcontractors set forth herein.	Budget Account Number: 415-5555-580.63-01-EJ2424
Project Amount: Total Project \$290,628.00	City Project Manager: Wayne Zimmerman
	Contractor: Bellmore Enterprises, Inc.
	Contractor Project Manager: Darcy Bellmore

NOTE: THE CONTRACTOR MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED TASK AUTHORIZATION AND, IF APPLICABLE, A CITY PURCHASE ORDER ARE DELIVERD TO THE CONTRACTOR.

SUMMARY OF WORK TO BE COMPLETED	
<u>Each Task Authorization package shall include:</u> Exhibit A – Scope of Work Exhibit B – Compensation Exhibit C - Sub-Contractors Exhibit D – Schedule	
Recommended By: Print: Wayne Zimmerman Wayne Signature: <u>Zimmerman</u> Digitally signed by Wayne Zimmerman Date: 2025.01.15 08:10:15 -05'00' Date: <u>1/14/2024</u>	
Reviewed By: Print: <u>Steven G. Langley</u> Steven G. Langley Signature: _____ Digitally signed by Steven G. Langley Date: 2025.01.16 07:39:53 -05'00' Date: _____	
CONTRACTOR ACCEPTANCE	CITY APPROVAL
Print Name: DARCY BELLEMORE - PRESIDENT	Print Name:
Signature:	Signature:
Date: 01-15-2025	Date:

EXHIBIT "A"
Scope of Services

PROJECT NAME: The Yardley at Mount Dora Groves South

This task order comprises the contractor to provide all equipment, materials, and labor to install 14,904 feet underground conduit as outlined in the Mount Dora electrical design for "1_YD_Electric Easements and Design Rev 3B.pdf". This includes 1800 pound mule-tape in all conduit.

Conduit Summary:

Qty	Description	Unit Price	Line Total
14,904 FT	TRENCH ONLY 48" DEPTH	\$14.00/FT	\$208,656.00
14,904 FT	INSTALL 1 ST 2" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$5.50/FT	\$81,972.00

**EXHIBIT “B”
Compensation**

METHOD OF COMPENSATION: Hourly Rate and Fixed Fee with Not-to-Exceed Amount of \$290,628.00 for total services.

EXHIBIT “C”

Sub-Contractors

None

**EXHIBIT “D”
Schedule**

SCHEDULE OF SERVICES: CONTRACTOR shall complete the Scope of Work within 90 days of project initiation.

BELLMORE ENTERPRISES INC

PROPOSAL

YARDLY MT DORA GROVES

Date: 02/22/2024

BELLMORE ENTERPRISES INC
16019 REDINGTON DRIVE
REDINGTON BEACH, FL 33708
PH: 727-224-1584
Customer ID MT DORA

Contact	Job	Payment Terms	Due Date
S.BAGWELL	YARDLY MT DORA GROVES		

Qty	Description	Unit Price	Line Total
14,904 FT	TRENCH ONLY 48" DEPTH	\$14.00/FT	\$208,656.00
14,904 FT	INSTALL 1 ST 2" CONDUIT IN EXISTING TRENCH 48" DEPTH	\$5.50/FT	\$81,972.00
	1800LB MULETAPE INCLUDED IN ALL INSTALLED PIPE		
Subtotal			\$290,628.00
Total			\$290,628.00

Make all checks payable to BELLMORE ENTERPRISES INC

Thank you for your business!

BELLMORE ENTERPRISES INC 16019 REDINGTON DRIVE REDINGTON BEACH FL 33708

Phone: 727-224-1584 Email BELLMOREINC@AOL.COM



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Meeting Minutes: January 13, 2025 Parking Workshop

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. 01.13.2025 City Council Workshop Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL WORKSHOP ON
PARKING MINUTES
January 13, 2025, 6:00 p.m.
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757**

CALL TO ORDER

Have been duly advertised as required by law, at 6:00 p.m., Mayor Homich called to order the City Council Parking Workshop in the City Hall council chamber.

ROLL CALL

Members Present

James L. Homich, Mayor
John Cataldo, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Jeanann Hand, City Clerk
Adam Sumner, Deputy Planning Director
Misty Sommer, Economic Development Director

FREEBEE UPDATE

A representative (John Janusz, VP of Economic Development) from FreeBee reported on the first quarter of FreeBee's operation as the city's parking shuttle service. He described the ways the city is benefitting from this service and reviewed elements of the app. He spoke about expansion of services and ways the city could subsidize augmented service, including ad sponsorship and grant opportunities.

Council spoke with Mr. Janusz about usage numbers, grant assistance, expansion plans, route selection and reliability, repeat users, and CRA restrictions.

HISTORICAL PARKING REVIEW

Mr. Sumner reviewed actions the city has taken to improve upon parking difficulties in the city. He spoke to Council about the current parking inventory.

PARKING IMPROVEMENTS IMPLEMENTED

Council discussed directing staff to research options and draft the tools necessary to move forward with improvements, including options related to the Methodist Church parking lot.

POTENTIAL PARKING IMPROVEMENTS

Mayor Homich reported he had spoken with Mr. Larry Baker about his willingness to enter into a relationship with the city to provide parking.

At the request of the mayor, Mr. Sandersfeld spoke of possible revisions to the Land Development Code (LDC) that could help with the city's acquisition of additional parking opportunities. The other Main Street Leasing parking lot was discussed.

Mayor Homich opened public comment.

Alan Hays, Mount Dora, who drives for Mount Dora Transit, spoke about the number of golf carts in the city.

John Prentiss, 631 High Point Drive, who drives for Mount Dora Transit, spoke about parallel parking on Donnelly Street, delivery drivers, and limestone.

Mayor Homich closed public comment.

Mr. Sumner shared with Council the drawbacks of implementing the underground sensor method of paid parking, which include tripping hazards, order requirements, and longevity.

Council discussed paid parking. Mayor Homich stated he was looking for a consensus on location and payment parameters.

Councilmembers spoke about the Park Mobile app. They discussed the leasing of parking sensors and the benefits the data sensors might provide. They discussed

Councilmembers agreed to look at paid parking as part of the downtown solution.

Mayor Homich opened public comment.

Steve Williams, Mount Dora, spoke about parking habits of downtown employees.

Barbara Lang, Mount Dora business owner, spoke about parking enforcement.

Juliette Davis, Yada Yada Pottery, spoke about parking experiences relayed to her by her students.

Amy Becker, Becker's Best Shoes, spoke about employee parking

Phil Rosenthal, First Avenue and Grandview, provided his opinion on paid parking and parking apps.

Eric McDonald, 1826 Overlook Drive, spoke about individual parking and transportation choices, and the parking impact of these choices.

Henry Ollendick, owner of Papilio, spoke about his understanding of the city's parking challenges, and shared suggestions.

Melissa DeMarco, 2121 Suzanne Drive, spoke about timed parking.

Mayor Homich closed public comment.

Council discussed converting Baker and Alexander Streets, or other areas in the city, to one-way streets for diagonal parking. Staff mentioned safety concerns and emergency vehicle access.

Council discussed transition periods if streets are converted to one-way. They discussed striping and signage, and other possible costs or savings.

Council discussed progress on the topic of parking, other areas in the city available for parking, and shuttle usage.

Council discussed sidewalk safety for those using available parking lots, and communication regarding parking availability, especially street signs.

Mayor Homich confirmed with Council that Council is in favor of researching costs for converting Baker and Alexander Streets to one-way streets with diagonal parking, and exploring shuttle use for the United Methodist Church parking lot. Mayor Homich directed staff to work on these issues based on these discussions.

Barbara Lang, 2 Bee Studios on Fifth Avenue, spoke about parking enforcement. City staff stated the enforcement would take place.

City staff spoke about creating a timeline and an implementation plan. Staff would seek additional input from Council, stakeholders, and merchants.

Council and staff recognized a willingness to move forward.

The use of an app for parking enforcement and related funding sources for parking improvements were discussed.

Council considered the years-long discussion of the city's parking challenges. The benefits of a garage were discussed.

There being no further business for discussion, Mayor Homich adjourned the workshop at approximately 8:22 p.m.



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Final Reading and Adoption of **Ordinance No. 2025-01**, Amendment to Chapter 42, Traffic and Vehicles of the Mount Dora Code of Ordinances for School Zone Child Safety Initiative

Introduction:

This is a request for City Council to approve final reading of Ordinance No. 2025-01.

Call Up Item
Mayor Asks Attorney to Read Ordinance by Title Only
City Manager Background
Public Hearing
Discussion
Council Action

Discussion:

School zone speed detection systems and cameras play a crucial role in enhancing safety for our students and pedestrians around the schools in Mount Dora. Speed detection systems will help reduce vehicle speeds; will serve as a deterrent to reckless driving, and they will improve the overall safety of our children going to and leaving our schools.

The Florida Legislature has authorized municipalities to enact ordinances whereas they may install speed detection systems within the school zones, in an effort to improve the safety of children and pedestrians around the schools. Ordinance number 2025-01 is the first phase of the implementation of Mount Dora's School Zone Child Safety Initiative.

Pursuant to Florida Statutes, Section 166.041(4), Attachment No. 1, is the completed Ordinance Business Impact Estimate. The legal advertisement for the adoption public hearing is included in Attachment #2. The sequence of events leading to the presentation to the City Council are as follows:

The City Council, at their regularly scheduled meeting held on January 21, 2025, recommended

approval of the First Reading of Ordinance No. 2025-01 and held a hearing for the Second Reading and Final Adoption.

The City Council at their regularly scheduled meeting held on August 20, 2024, was provided a presentation on the merits of implementing a School Zone Child Safety Initiative. At this meeting City Council directed staff to develop the program and associated ordinance.

Budget Impact:

There is no direct cost to the City. Codification of the amendment into the Code of Ordinances estimated at \$2,500.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Objective 2.2. Enhance pedestrian safety-crosswalk & traffic calming solutions for schools within the City of Mount Dora

Recommendation:

City Council to approve Final Reading of and adopt Ordinance No. 2025-01.

Attachment(s):

1. Attachment 1 Business Impact Estimate Child Safety Initiative
2. Attachment 2 Legal Ad Publication
3. Ordinance 2025-01 School Zone Child Safety Initiative(Final)

Prepared by: Michael Gibson, Interim Chief of Police
Reviewed by: Michael Gibson, Chief of Police
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 1/23/2025
Approved - 1/27/2025
Approved - 1/27/2025
Final Approval - 1/27/2025

ORDINANCE BUSINESS IMPACT ESTIMATE

Florida Statutes, Section 166.041(4)

ORDINANCE NUMBER: 2025-01

ORDINANCE TITLE: School Zone Child Safety Initiative

DEPARTMENT: Police Department

**MEETING DATE: January 21, 2025
February 4, 2025**

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Mount Dora's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY CODE BY ESTABLISHING THE "SCHOOL ZONE CHILD SAFETY INITIATIVE"; CREATING CHAPTER 42, ARTICLE I, SECTION 42-4; PROVIDING THE AUTHORIZATION TO USE SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS; PROVIDING FOR DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT PROCEDURES; PROVIDING FOR COLLECTION OF EVIDENCE, PUBLIC RECORDS, AND RETENTION REQUIREMENTS; PROVIDING FOR ANNUAL REPORTING REQUIREMENTS; PROVIDING FOR THE REMITTANCE OF COLLECTED FINES AND COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City of Mount Dora;
 - c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The purpose and intent of the School Zone Child Safety Initiative is to protect the health, safety, and welfare of the citizens of the City of Mount Dora, especially its children, by authorizing the placement or installation and use of speed detection systems on roadways within the jurisdiction of the City that are properly maintained as school zones to promote traffic safety and student welfare, and to adopt a quasi-judicial system to enforce violations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;

No direct impact to general businesses.

- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and

No new charges or fees are set forth in the ordinance.

- (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

No additional regulatory costs, staff administration only.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

This ordinance is not anticipated to affect businesses.

4. Additional information the governing body deems useful (if any):

N/A

ATTACHMENT #2

NOTICE OF PROPOSED ENACTMENT ORDINANCE NO. 2025-01 CITY OF MOUNT DORA, FLORIDA

Notice is hereby given that the City Council of the City of Mount Dora, Florida proposes to enact Ordinance 2025-01. The final public hearing on the ordinance will be held on Tuesday, February 4, 2025, at 6:00 p.m., or as soon thereafter as possible at Mount Dora City Hall, 510 North Baker Street, Mount Dora, Florida.

The title and substance of Ordinance 2025-01 is as follows:

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY CODE BY ESTABLISHING THE “SCHOOL ZONE CHILD SAFETY INITIATIVE”; CREATING CHAPTER 42, ARTICLE I, SECTION 42-4; PROVIDING THE AUTHORIZATION TO USE SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS; PROVIDING FOR DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT PROCEDURES; PROVIDING FOR COLLECTION OF EVIDENCE, PUBLIC RECORDS, AND RETENTION REQUIREMENTS; PROVIDING FOR ANNUAL REPORTING REQUIREMENTS; PROVIDING FOR THE REMITTANCE OF COLLECTED FINES AND COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; 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, 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 Planning and Development no later than seven (7) days prior to the proceedings. Telephone (352) 735-7112 for assistance. If hearing impaired, telephone the Florida Relay Service numbers, (800) 955-8771 (TDD) or (800) 955-8770 (Voice) for assistance.

Published Legal Notice: January 24, 2025

ORDINANCE #2025-01

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE CITY CODE BY ESTABLISHING THE “SCHOOL ZONE CHILD SAFETY INITIATIVE”; CREATING CHAPTER 42, ARTICLE I, SECTION 42-4; PROVIDING THE AUTHORIZATION TO USE SPEED DETECTION SYSTEMS WITHIN THE CITY; PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS; PROVIDING FOR DESIGNATION OF SCHOOL ZONES; PROVIDING FOR ENFORCEMENT PROCEDURES; PROVIDING FOR COLLECTION OF EVIDENCE, PUBLIC RECORDS, AND RETENTION REQUIREMENTS; PROVIDING FOR ANNUAL REPORTING REQUIREMENTS; PROVIDING FOR THE REMITTANCE OF COLLECTED FINES AND COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the 2023 state legislative session, the Florida Legislature passed House Bill (“HB”) 657, which provides that a municipality may enforce the applicable speed limit on a roadway properly maintained as a school zone through the use of a speed detection system; and

WHEREAS, on May 31, 2023, Governor Ron DeSantis signed HB 657 into law, codified as Chapter 2023-174, Laws of Florida; and

WHEREAS, HB 657 authorizes a municipality to place or install, or contract with a vendor to place or install, speed detection systems in accordance with certain technical specifications established by the Florida Department of Transportation; and

WHEREAS, HB 657 provides that a municipality may issue notices of violation and may authorize a law enforcement officer or traffic infraction enforcement officer to issue uniform traffic citations for violations of §§ 316.1895 and 316.183, *Florida Statutes*, that are captured by speed detection systems during specified time periods and further provides for notice to the registered owner of the subject vehicle, hearing procedures, appellate remedies, and the assessment and remittance of civil penalties; and

WHEREAS, HB 657 requires municipalities that elect to operate a school speed zone detection program to implement a public awareness campaign at least thirty (30) days before commencing with the enforcement of violations and to annually report information about the program to both the public and the Florida Department of Highway Safety and Motor Vehicles; and

WHEREAS, HB 657 restricts the location and use of speed detection systems to school zones that the City determines constitute a heightened safety risk warranting additional enforcement measures based on data or other evidence presented at a public hearing; and

WHEREAS, the City desires to deter drivers from speeding through school zones and provide a supplemental means for the enforcement of unlawful speed violations by enacting an ordinance to implement a school zone speed enforcement program; and

WHEREAS, the City of Mount Dora Police Department has collected and provided data to the City Council demonstrating that motor vehicles routinely exceed applicable school zone speed limits in certain school zones within the jurisdiction of the City; and

WHEREAS, the City Council has considered the traffic data and evidence provided by the City of Mount Dora Police Department supporting the installation and operation of speed detection systems on roadways maintained as school zones and has determined that each school zone where a speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, the City Council finds that motor vehicles speeding in school zones are unacceptable hazards that threaten the health, safety, and welfare of students and pedestrians in the City of Mount Dora, and that enforcement of applicable speed limits in school zones during school sessions through the use of a speed detection system may reduce instances of speeding in school zones, the City Council wishes to implement a school zone speed detection program pursuant to the rules and regulations of HB 657 and other applicable state law; and

WHEREAS, the City Council finds that this Ordinance serves a legitimate governmental purpose and is in the best interests of the public health, safety, and welfare of the citizens of Mount Dora, Florida.

Note: Underlined words of this constitute the new text of the City of Mount Dora Code of Ordinances, asterisks (***) indicate an omission from the original text of the Code of Ordinances, City of Mount Dora, which is intended to remain unchanged, and ~~striketrough~~ constitutes deletions from the original Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 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 Ordinance. The above recitals are hereby adopted.

SECTION 2. ESTABLISHING CITY OF MOUNT DORA CODE OF ORDINANCES, CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE I, SECTION 42-4, SCHOOL ZONE CHILD SAFETY INITIATIVE. City of Mount Dora Code Ordinances, Chapter 42, Traffic and

Vehicles, Article I, Section 42-4, School Zone Child Safety Initiative, is hereby established as follows:

CHAPTER 42 – TRAFFIC AND VEHICLES

ARTICLE I. – IN GENERAL

* * * *

Sec. 42-4. – School Zone Child Safety Initiative.

- (a) Purpose and Intent. The purpose and intent of the School Zone Child Safety Initiative is to protect the health, safety, and welfare of the citizens of the City of Mount Dora, especially its children, by authorizing the placement or installation and use of speed detection systems on roadways within the jurisdiction of the City that are properly maintained as school zones to promote traffic safety and student welfare, and to adopt a quasi-judicial system to enforce violations. This Section provides a supplemental means of enforcing unlawful speed violations in school zones and shall not prohibit a law enforcement officer from issuing a uniform traffic citation for a traffic violation in accordance with F.S. Chapter 316.
- (b) Definitions. For purposes of this Section, the following terms shall have the stated meanings, except where the context clearly indicates a different meaning:

FLHSMV shall mean the Florida Department of Highway Safety and Motor Vehicles.

FDOT shall mean the Florida Department of Transportation.

Hearing procedures shall mean the procedures set forth in a corresponding City resolution governing the notice, scheduling, and conducting of hearings before a local hearing officer.

Law enforcement officer shall mean, as defined by F.S. § 943.10(1), any person who is elected, appointed, or employed full time by a municipality or the state or any political subdivision thereof; who is vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state.

Local hearing officer shall mean the special magistrate appointed by the City Council, as permitted by law.

Motor vehicle shall mean, as defined by F.S. § 316.003, a self-propelled vehicle not operated upon rails or guideway, but not including any bicycle, electric bicycle, motorized scooter, electric personal assistive mobility device, mobile carrier, personal delivery device, swamp buggy, or moped.

Notice of violation shall mean the written notification sent to the registered owner of a vehicle after a school zone speed infraction by that vehicle has been captured by a speed detection system and thereafter reviewed and approved by a law enforcement officer or traffic infraction enforcement officer. A notice of violation must be in the form and include the contents prescribed by F.S. § 316.1896, as it may be amended.

School zone shall mean that portion of a street or highway established as a school zone pursuant to F.S. § 316.1895, as may be amended.

School zone speed enforcement program shall mean the regulations and procedures governing the use of speed detection systems in school zones within the jurisdiction of the City, as provided for by applicable law and set forth in Chapter 42, Article I, Section 42-4 of this Code.

School zone speed infraction shall mean a violation of F.S. §§ 316.183 or 316.1895, captured by a speed detection system within a school zone during the hours provided for by applicable law.

School zone speed limit shall mean the regularly posted or reduced posted speed limit within a school zone pursuant to F.S. § 316.1895.

Speed detection system shall mean a portable or fixed automated system used to detect a motor vehicle's speed using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation. This term is synonymous with the term "Speed Detection System" defined in F.S. § 316.003(82), as it may be amended.

Traffic infraction enforcement officer shall mean a person who meets the qualifications established by F.S. § 316.640, as it may be amended.

Uniform traffic citation shall mean the citation issued to the registered owner of a vehicle for a school zone speed infraction, in the form and including the contents prescribed by F.S. § 316.1896, as it may be amended.

- (c) Use of speed detection systems. Pursuant to the authority granted under F.S. Chapter 316, the City hereby elects to use speed detection systems to enforce school zone speed limits within the City's jurisdiction. The City will implement the speed detection system within the City's boundaries in a manner consistent with the placement and installation specifications established by the FDOT, as may be amended from time to time, to enforce unlawful speed violations on roadways maintained as school zones.
- (d) Program administration.
 - (1) The Mount Dora Police Department, in cooperation with any necessary City staff, shall be enabled and empowered by this Section to assist with the City's school zone speed enforcement program. This Section shall further enable the City to enter into agreements with one or more vendors to place or install speed detection systems and carry out services consistent with the implementation and enforcement of the provisions of F.S. § 316.1896, subject to any other applicable state law requirements and this Section.
 - (2) As permitted and defined by applicable law and as set forth in this Section, the City may utilize its code enforcement special magistrate as its local hearing officer, who shall have

jurisdiction to conduct proceedings challenging the issuance of a notice of violation, in accordance with State law and City Code.

(e) Program Implementation Requirements.

- (1) Vendor contract. Pursuant to F.S. § 316.0776, before the City contracts or renews a contract with a vendor to place or install a speed detection system in a school zone, the contract or contract renewal must be approved by the City Council at a regular or special meeting of the Council. The contract or contract renewal may not be heard on the consent agenda and the public must be allowed to comment pursuant to the City's public comment policies.
- (2) Signage requirements. The installation and operation of speed detection systems, including required signage, shall be in accordance with F.S. Chapter 316, all applicable regulations of the FDOT and the FLHSMV, and any other terms pursuant to a written agreement that the City may enter into with a vendor.
- (3) Public Awareness. At least 30 days before initiating enforcement under the speed detection system program, the City shall publicly announce and conduct a public awareness campaign detailing the proposed use of the speed detection systems and the specific date of program commencement. During the campaign, only a warning may be issued to the registered owner of a motor vehicle for a school speed zone infraction and a fine shall not be imposed.

(f) Designation of school zones. Having considered evidence at a public hearing supporting the installation and operation of speed detection systems on certain roadways maintained as school zones within the jurisdiction of the City, the school zones on the roadways surrounding the following schools constitute a heightened safety risk that warrants additional enforcement measures by installation or placement of speed detection systems pursuant to F.S. § 316.008. Additional speed detection systems may be approved via amendment to this subsection in accordance with applicable law.

- (1) Triangle Elementary School - 1707 Eudora Road, Mount Dora, FL 32757
- (2) Round Lake Charter - 31333 Round Lake Road, Mount Dora, FL 32757
- (3) Mount Dora Middle School - 1405 Lincoln Avenue, Mount Dora, FL 32757

(g) Enforcement procedures.

- (1) General powers. The Mount Dora Police Department, acting on behalf of the City, shall be authorized to enforce the applicable speed limit on a roadway properly maintained as a school zone pursuant to F.S. § 316.1895, through the use of a speed detection system for the detection of speed and capturing of photographs or videos for violations in excess of 10 miles per hour over the speed limit in force at the time of the violation.
- (2) Review of speed detection system images. Information captured by a speed detection system shall be reviewed by an authorized employee or agent of the City of Mount Dora.

- (3) School zone speed infraction. The applicable speed limit on a roadway properly maintained as a school zone may be enforced through the capturing of a violation by a speed detection system as follows:
- (i) For a violation of F.S. § 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled breakfast program.
 - (ii) For a violation of F.S. § 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the start of a regularly scheduled school session.
 - (iii) For a violation of F.S. § 316.183 in excess of 10 miles per hour over the posted speed limit during the entirety of a regularly scheduled school session.
 - (iv) For a violation of F.S. § 316.1895 in excess of 10 miles per hour over the school zone speed limit which occurs within 30 minutes before through 30 minutes after the end of a regularly scheduled school session.
- (4) Notice of violation. Within 30 days after a school zone speed infraction, a notice of violation shall be sent by first-class mail to the registered owner of the motor vehicle involved in the violation in accordance with F.S. § 316.1896. A registered owner who receives a notice of violation may, within 30 days:
- (i) Pay the fine of \$100.00, as fixed by F.S. §§ 318.18(3)(d), as it may be amended; or
 - (ii) Submit an affidavit establishing an exception to liability pursuant to F.S. § 316.1896(8), as it may be amended; or
 - (iii) Request a hearing.
- (5) Hearing procedures and appeals. Hearings to contest notices of violations shall be scheduled, noticed, and conducted in accordance with F.S. §§ 316.0083(5) and 316.1896. If a notice of violation is upheld at the conclusion of a hearing, the local hearing officer shall assess the penalty authorized by statute and may also require the petitioner to pay municipal administrative costs of the hearing not to exceed an additional \$250.00 per violation. An aggrieved party may appeal a final administrative order of the local hearing officer in accordance with F.S. § 316.1896.
- (6) Defenses and penalties. The enforcement of school zone speed infractions, including the issuance of notices of violation and uniform traffic citations, the processing of affidavits to assert an exception to liability, and the assessment of fines, shall comply with F.S. § 316.1896.
- (7) Issuance of a uniform traffic citation. A law enforcement officer or traffic infraction enforcement officer shall be authorized, pursuant to F.S. § 316.1896, to issue uniform traffic citations for violations of F.S. §§ 316.1895 or 316.183 as authorized by F.S. § 316.008(9). If the registered owner of a vehicle does not timely pay the fine reflected on the notice of violation, submit a sufficient affidavit, or request a hearing, a uniform traffic

citation shall be issued to the registered owner and transmitted to the Lake County Clerk of the Court for disposition by the county court.

(h) Collection of evidence, public records, and retention requirements.

(1) In accordance with F.S. § 316.1896, a speed detection system in a school zone may not be used for remote surveillance. The collection of evidence by a speed detection system to enforce school zone speed infractions, or user-controlled pan or tilt adjustments of speed detection components, do not constitute remote surveillance. Recorded video or photographs collected as part of a speed detection system in a school zone may only be used to document school zone speed infractions and for purposes of determining criminal or civil liability for incidents captured by the speed detection system incidental to the permissible use of the speed detection system.

(2) Any recorded video or photograph obtained via a speed detection system must be destroyed within 90 days after the final disposition of the recorded event, pursuant to F.S. § 316.1896. Written notice that such records have been destroyed shall be provided by December 31st of each year. All public records related to the administration of this Section shall be maintained in accordance with Florida law and all requests for such records shall be addressed in accordance with F.S. Chapter 119, and any other applicable state law.

(i) Annual reporting requirements. The City, with the assistance of the Mount Dora Police Department and/or the City's vendor, shall annually report on the City's school zone speed enforcement program to the public and to the FLHSMV in accordance with F.S. §§ 316.0776 and 316.1896, as they may be amended. Pursuant to F.S. § 316.0776(3)(c), the compliance or sufficiency of compliance with this Section may not be raised in a proceeding challenging a notice of violation for a school zone speed infraction.

(j) Remittance of collected fines and costs. All fines and costs collected pursuant to this Section must be remitted in accordance with F.S. §§ 316.1896 and 318.18, and any other applicable State law.

SECTION 4. CODIFICATION AND SCRIVENER'S ERRORS.

A. The revisions to the City of Mount Dora Code of Ordinances, Chapter 42, Article 1, Section 42-4, as set forth above, shall be codified in the City of Mount Dora Code of Ordinances.

B. 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.

C. 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 5. SAVINGS CLAUSE. All prior actions of the City pertaining to the City of Mount Dora Code of Ordinances, Chapter 42, Traffic and Vehicles, Section 42-4, as well as any

and all other applicable matters set forth herein, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 7. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed; provided, however, that any code or ordinance that provides for an alternative process to effectuate the general purposes of this Ordinance shall not be deemed a conflicting code or ordinance

SECTION 8. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption; however, the enforcement provisions of this Ordinance shall not become effective until 30 days after the public awareness campaign set forth in Section 42-4(e)(3) above.

[Signatures on Following Page]

FIRST READING: January 21, 2025

SECOND READING: February 4, 2025

PASSED AND ADOPTED this 4th day of February, 2025.

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Piggyback Contract with Altumint for the School Zone Child Safety Initiative

Introduction:

This is a request for Council to approve the piggyback agreement with Altumint for speed detection systems to implement the School Zone Child Safety Initiative.

Discussion:

The City of Mount Dora and the Mount Dora Police Department have taken the initiative to create the School Zone Child Safety Initiative, pursuant to House Bill ("HB") 657. In part, HB 657 authorizes municipalities to contract with a vendor to place or install, speed detection systems and issue notices of violations captured by speed detection systems during specified school time periods.

Speed detection systems in school zones play a critical role in enhancing public safety. These systems monitor vehicle speeds, helping to ensure that drivers adhere to reduced speed limits during school hours. By reducing speeding in school zones, there is a decreased risk of accidents and injuries involving students, parents, school staff and citizens. Additionally, they promote awareness among drivers about the presence of schools and the need for caution. Overall, speed detection systems contribute to creating a safer environment for students, parents, and school staff, fostering a culture of safety within the community.

The City of Mount Dora and the Mount Dora Police Department have selected Altumint as the vendor to install and manage the City's school zone speed detection system. The City of Mount Dora has further determined that it is in its best interest to utilize and "piggyback" on the Service Agreement for Automated Traffic Enforcement Cameras and Services between the County of Bernalillo, New Mexico ("Bernalillo County") and Altumint, dated March 14, 2024. The agreement was competitively solicited for and negotiated by Bernalillo County through a Request for Proposal ("RFP"). The piggyback agreement between Altumint and the City of Mount Dora will take effect upon final execution and will continue for a period of six (6) years. However, the City may terminate the agreement at any time with at least thirty (30) days written

notice to Altumint.

The agreement between Altumint and the City of Mount Dora specifies that Altumint will place or install speed detection devices at Mount Dora Middle School, Round Lake Charter School and Triangle Elementary School. The selection of the schools was based on a thorough traffic study where these schools were identified as locations where the number of vehicles and their speeds may place students, teachers and parents at risk of injury from speeding vehicles.

As established by law, the municipal ticket for vehicles speeding in excess of 10 miles per hour over the post school zone speed limit is one-hundred dollars (\$100.00). Altumint will receive twenty-two percent (22%) to process, mail and collect the fines issued to the registered owners of the speeding vehicles.

The City of Mount Dora and the Mount Dora Police Department believes through the creation of the School Zone Child Safety Initiative, students, teachers, parents and the citizens of Mount Dora will benefit through a decrease in the speeding vehicles in the City's school zones.

Budget Impact:

There is no direct cost to the City per the Altumint contract. The agreement does allow Altumint to retain 22% of the collected fees for processing, mailing, collection of fees and maintaining of cameras and equipment. City potential fee based on a ticket would be \$38.00. Plus \$5.00 per tickets to enhance the school crossing guard.

In terms of staff, the Police Department will utilize existing public records personal to validate issuance of tickets.

Strategic Impact:

Reduction in the risks of injury to students, teachers, parents and citizens

Recommendation:

Staff recommends that the City Council approve the Service Agreement with Altumint for the installation and management of school zone speed detection systems.

Attachment(s):

1. Altumint Piggyback - (HN 01.23.2025)(with exhibits)

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Michael Gibson, Chief of Police
Matthew Dodson, Budget Officer
Rita Meade, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 1/27/2025
Approved - 1/28/2025
Approved - 1/28/2025
Approved - 1/28/2025
Approved - 1/28/2025
Final Approval - 1/28/2025

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation located at 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and **ALTUMINT, INC.**, a Florida corporation with a principal address at 7901 4th St. N., STE 300, St. Petersburg, Florida 33702 (“CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY has determined that it is in its best interest to utilize that Service Agreement for Automated Traffic Enforcement Cameras and Services between the County of Bernalillo, New Mexico (“Bernalillo County”) and CONTRACTOR, dated March 14, 2024, attached hereto as **Exhibit “A”** and made a binding part hereof by this reference (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by Bernalillo County through RFP No. 13-24-NM, attached hereto as **Exhibit “B”** and made a binding part hereof by this reference (together, collectively referred to hereinafter as the “Original Contract Documents”); and

WHEREAS, CONTRACTOR has exhibited in its response to said solicitation that it can provide 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 AND TERMINATION

This Agreement shall go into effect on the date of final execution and shall continue for a period of six (6) years. This Agreement may be terminated by the CITY at any time with at least thirty (30) days’ written notice to CONTRACTOR.

SECTION 2. SERVICES AND PRICING

CONTRACTOR will provide materials, labor, services, and pricing to the CITY as set forth in the Original Contract Documents and as set forth in **Exhibit “C”** attached hereto. Notwithstanding any contrary provision in the Original Contract Documents, all materials, labor, and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agency.

SECTION 3. CONTRACT PROVISIONS

The parties hereto agree to be bound by all the terms and conditions of the Original Contract Documents unless otherwise modified or specified herein.

SECTION 4. NOTICE

The parties hereto agree that all notices required and/or made pursuant to this Agreement shall be in writing and delivered in person or by United States certified mail, postage prepaid and

return receipt requested, to the following addresses or such other addresses as either party may specify by written notice:

CITY: City of Mount Dora
ATTN: City Manager
510 N. Baker St.
Mount Dora, Florida 32757

Copy to: Patrick Brackins, Esq.
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center Pkwy; Suite 100
Maitland, Florida 32751

CONTRACTOR: Altumint, Inc.
ATTN: Holly Cooper
4600 Forbes Blvd.; Suite 203
Lanham, Maryland 20706

Notice hereunder shall be deemed delivered three (3) business days after it is sent.

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 a State or Federal court of appropriate jurisdiction 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.** In the event of litigation arising out of or related to this Agreement, each party shall bear its own attorneys' fees, costs, and expenses, regardless of the outcome of the litigation, including any appeals, unless otherwise provided by law.

SECTION 6. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument executed by both 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, a Task Authorization, or a Purchase Order issued by the CITY pursuant to this Agreement, and the terms and conditions of the Underlying Contract Documents, as attached, or any other CONTRACTOR-issued invoice or the like, the terms and conditions of this Agreement and/or any CITY-issued Task Authorization or Purchase Order shall prevail.

SECTION 8. **FUND AVAILABILITY AND USE OF CONTRACTOR**

The services to be performed in accordance with this Agreement are subject to the CITY's annual appropriation of funds. The CITY, in its sole discretion, reserves the right to forego use of CONTRACTOR for any project that 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**

CONTRACTOR certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. CONTRACTOR further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 11. **INDEMNIFICATION**

CONTRACTOR shall at all times hereafter indemnify, hold harmless, and, at the CITY's option, defend by counsel selected by the CITY or its carrier, the CITY and its officials, employees, agents, representatives, and volunteers from and against any and all causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs, and expenses, and any and all liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or in any way connected with the performance or non-performance of the services contemplated by this Agreement, which is directly or indirectly caused, in whole or in part, by any act, omission, default, liability, or negligence, whether active or passive, of CONTRACTOR, its employees, agents, representatives, volunteers, or subcontractors, unless such act or omission is solely caused by the negligence of the CITY. Nothing herein shall be interpreted to constitute a waiver of the CITY's sovereign immunity as set forth in § 726.28, *Florida Statutes*. Any indemnification shall be limited to the monetary thresholds of Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims, as set forth in § 768.28, *Florida Statutes*, or any applicable amendment. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 12. **AUDITING, RECORDS, AND INSPECTION**

- (A) The parties hereby agree that within sixty (60) days from the effective date of this Agreement, the CITY may, in its sole discretion, conduct an audit to determine whether CONTRACTOR has the ability to fulfill its contractual obligations to the CITY's satisfaction. CONTRACTOR acknowledges and agrees that the CITY retains the right to terminate this Agreement based upon the CITY's findings in such audit without regard to any termination provision set forth herein.

- (B) Throughout the term of this Agreement, CONTRACTOR shall maintain, and require subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the “Records”). Such Records shall be available at all reasonable times for examination and audit by an authorized CITY representative upon reasonable notice.
- (C) CONTRACTOR further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. The CITY shall retain the right to audit the Records during the three-year retention period.

SECTION 13. PUBLIC RECORDS

Pursuant to § 119.0701, *Florida Statutes*, CONTRACTOR agrees to:

- (A) Keep and maintain public records in CONTRACTOR’s possession or control in connection with CONTRACTOR’s performance of services under this Agreement.
- (B) 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 Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- (C) 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 Agreement term, and following completion of this Agreement until the records are transferred to the CITY.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the CITY, all public records in CONTRACTOR’s possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- (E) All records stored electronically must be provided to the CITY, upon request from the CITY’s custodian of public records, in a format that is compatible with the CITY’s information technology systems.
- (F) CONTRACTOR’s failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.
- (G) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS: (352) 735-7126; CLERK@MOUNTDORA.GOV; 510 N. BAKER ST., MOUNT DORA, FLORIDA 32757.**

SECTION 14. **USE OF CITY NAME, LOGO, SEAL, FLAG, AND/OR LETTERHEAD**

CONTRACTOR may only use the CITY's name, logo, seal, and/or flag with the CITY's express written permission and in a manner consistent with any CITY policy related to the same. In addition, CONTRACTOR shall not use the CITY's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the CITY's express written permission.

SECTION 15. **DISPUTE RESOLUTION**

Notwithstanding any contrary provision in the Original Contract Documents, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the State or Federal court of appropriate jurisdiction located in Lake County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

SECTION 16. **INSURANCE**

CONTRACTOR shall provide the CITY with Certificates of Insurance naming the CITY as additional insured or certificate holder for insurance coverage. Said coverage is required to be maintained by CONTRACTOR in accordance with the CITY's insurance requirements listed in **Exhibit "D"**, attached hereto and made a binding part hereof by this reference. This provision expressly supersedes any insurance coverage requirements set forth in the Underlying Contract.

SECTION 17. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors doing business with the CITY to register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. CONTRACTOR hereby affirms that it is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Agreement. Upon request, CONTRACTOR shall provide evidence of such registration and compliance. If applicable, CONTRACTOR shall obtain from all subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended. CONTRACTOR shall retain a copy of such affidavits for the duration of this Agreement and provide copies to the City upon request. CONTRACTOR acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, may result in termination of this Agreement and other penalties as provided by law.

SECTION 18. **SCRUTINIZED COMPANIES**

In accordance with § 287.135, *Florida Statutes*, CONTRACTOR hereby certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel. CONTRACTOR further agrees that CONTRACTOR will not subcontract with any entity that is on the Scrutinized Companies that Boycott Israel List or engaged in a boycott

of Israel. As defined in § 215.473, *Florida Statutes*, a “company” includes “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exist for the purpose of making profit.” CONTRACTOR hereby certifies that none of CONTRACTOR’s subsidiaries, parent companies, or affiliates are on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. In the event CONTRACTOR, or any of its subsidiaries, parent companies, or affiliates, is placed on the Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel during the term of this Agreement, CONTRACTOR shall immediately notify the CITY. CONTRACTOR acknowledges that failure to comply with this provision, including any false certification, may subject CONTRACTOR to civil penalties, termination of this Agreement, and other remedies available under the law.

SECTION 19. PUBLIC ENTITY CRIME

In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined therein, shall be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. CONTRACTOR hereby affirms that neither CONTRACTOR nor any of CONTRACTOR’s affiliates or subcontractors are on the convicted vendor list. CONTRACTOR shall notify the CITY immediately if CONTRACTOR, or any affiliate or subcontractor, is placed on the convicted vendor list during the term of this Agreement. CONTRACTOR acknowledges that failure to comply with this provision may result in termination of this Agreement and other penalties as provided by law.

SECTION 20. HUMAN TRAFFICKING AFFIDAVIT

In accordance with § 787.06, *Florida Statutes*, CONTRACTOR hereby represents, warrants, and certifies that CONTRACTOR does not use coercion for labor or services, as defined therein, and that CONTRACTOR has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit “E”**, and incorporated herein by reference.

SECTION 21. FOREIGN COUNTRY OF CONCERN ATTESTATION

Pursuant to § 287.138, *Florida Statutes*, if the services performed under this Agreement grant CONTRACTOR access to any individual’s Personal Identifying Information, as defined in Rule 60A-1.020, F.A.C., as may be amended, then prior to commencing any services, CONTRACTOR agrees to provide the CITY with an executed “Foreign Country of Concern Attestation” form. Through the attestation, CONTRACTOR shall affirm that it is not owned, controlled, organized under, or primarily operating in a Foreign Country of Concern, as defined therein.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this ___ day of _____, 2025.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

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

Patrick Brackins, City Attorney

ALTUMINT, INC.

Print: JASON NORTON

Title: CHIEF REVENUE OFFICER

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged and sworn to before me by means of [] physical presence or [] online notarization of Jason Norton, as Chief Revenue Officer of Altumint, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind Contractor, and who is personally known to me or who produced identification, and who did/did not take an oath this 28 day of January, 2025.



Lisa Yagid-Castillo
Comm. #HH094750
Expires: Feb. 17, 2025
Bonded Thru Aaron Notary

NOTARY PUBLIC

Attachments:

- Exhibit A – Underlying Contract
- Exhibit B – Bernalillo County RFP No. 13-24-NM
- Exhibit C – Mount Dora Pricing Terms
- Exhibit D – Insurance Requirements
- Exhibit E – Human Trafficking Affidavit

Exhibit “A”
Underlying Contract between
Bernalillo County, NM
and
Altumint, Inc.



Bernalillo County Electronic Contract Routing

Department: Operations & Maintenance
Type of Agreement: Services Agreement
Contract Liaison: Jeanelle C Parker
Director: Antonio E. Jaramillo
DCM: Elias Archuleta

ELECTRONIC CONTRACT ROUTING FORM (ECR) (ID # 22103)

ALTUMINT Contract Control Number 2024-0153

BUDGET/ACCOUNT ASSIGNMENT(S) / BALANCE (FILL IN APPLICABLE INFORMATION)

Asset # (if applicable) _____ Cost Center # 520101 Order # _____
WBS Element _____ *Grant # _____ G/L Acct. _____
GL Account Balance _____

*GRANT INFORMATION (if applicable):

Will Federal grant funds be used to procure the goods/services purchased under this contract? *Yes _____ No X

*If Yes provide the CCN related to the Federal Grant Agreement: CCN _____

Contract Period 6 Years Indefinite Yes _____ No X
Contract Amount \$ N/A Tax \$ _____ Total Amount \$ _____
Federal Tax No. _____
State Tax No. _____

PROCUREMENT TYPE:

Written Quote (Attached) _____ Request for Bid # (RFB) _____ Request for Proposal # _____
(RFP) _____ Other (Attached) _____

TO BE COMPLETED BY THE PURCHASING SECTION

CONTRACT INFORMATION:

Agreement Type 32 Original CCN _____ Amendment CCN _____

*If procurement of goods/services will be purchased with Federal Funds (see Financial Impact), is vendor currently debarred/suspended (www.sam.gov <<http://www.sam.gov>>)? Yes _____ No _____ If Yes, discontinue routing process and contact the Contract Liaison.

INSURANCE INFORMATION/REQUIREMENTS (check applicable):

Professional Liability _____ Commercial General Liability _____ Auto _____ Workers Comp. _____ Other _____

Attachments:

- Service Agreement_Altumint_BernCo_Unsigned (PDF)

- Altumint_COI (PDF)

Contract Reviewers:

Operations & Maintenance 2:07 PM	Antonio E. Jaramillo	Review	Completed	03/07/2024
Procurement & Business Services 11:14 AM	Natasha Millenbah	Review	Completed	03/08/2024
Approve				
Risk Management 11:48 AM	Armany Mansour	Review	Completed	03/08/2024
Budget 12:31 PM	Julianna R. Andrada	Review	Completed	03/08/2024
Legal 4:17 PM	John T. Grubescic	Review	Completed	03/08/2024
Approved as to form. JTLG				
Public Works Division 10:50 AM	Patricia Benavidez	Review	Completed	03/12/2024
I approve Service Agreement_Altumint_BernCo EA 03/12/24				
Procurement & Business Services 3:39 PM	Natasha Millenbah	Review	Completed	03/12/2024
Approve				
Bernalillo County Electronic Contract Routing 12/31/2099 12:00 AM	Julie Anne Baca	Target Meeting	Pending	

SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of March, 2024, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and Altumint, Inc., (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Automated Traffic Enforcement System, RFP No. 13-24-NM, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated October 26, 2023, in response to RFP No. 13-24-NM, attached hereto as Exhibit B; and

WHEREAS, Exhibit B was modified as a result of contract negotiations held on January 11, 2024, which modifications are attached hereto as Exhibit C and Schedule A; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Automated Traffic Enforcement Cameras and Services in accordance with Exhibit A as supplemented by Exhibit B, Exhibit C, and Schedule A all of which are incorporated herein by reference and made a part of this Agreement.

2. Inferior Materials

All services, found to be inferior to the quality specified in RFP No.13-24-NM, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

3. Term

This Agreement shall become effective upon the date of final execution and shall continue for three (3), two (2) year periods for a total of six (6) years unless terminated by either party pursuant to the termination provisions contained herein.

4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Sections (NMSA 1978, §13-1-37 and Ordinance §2-371), may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Section and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall provide notice to the Contractor of the breach, whereas the Contractor will have thirty (30) days to remedy. Following this period, if there is no resolution to the items in the breach notice, the County has the right to terminate the Agreement. The County reserves the right to recover any excess

costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:
is:

The County Purchasing Section
415 Silver Ave. SW, 6th Floor
Albuquerque, NM 87102

The official address of the Contractor

Altumint, Inc Attn: Holly Cooper
4600 Forbes Blvd, Suite 203
Lanham, MD 20706

6.

7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Contractor covered by this Agreement, less payments previously made. Services performed includes asset deployment expenses.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

9. Compensation and Method of Payment

A. The County will pay to the Contractor in full payment for services rendered at the rates listed in Exhibit D, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.

B. Method of Payment: As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service ("Lockbox Account") for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, Client violation payments are applied to open citations and reconciled on a weekly basis. Furthermore, On a monthly basis, on Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute to Client funds deposited net of the Fees set forth in Exhibit D, and distribute the remainder of the funds to Altumint for services provided. Altumint, at no additional cost to Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

C. Reconciliation and Disbursement Statements: Statements shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, 415 Silver Ave. SW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

12. Indemnity

Contractor shall defend, indemnify and hold harmless the County, its elected officials and employees from and against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other reasonable expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if and solely to the extent caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, or agents, provided the County: (a) promptly gives Contractor written notice of the claim, (b) gives Contractor sole control of the defense and settlement of the claim (except that Contractor may not settle any claim unless it unconditionally releases the County, its elected officials and employees of all liability), and (c) gives Contractor all reasonable assistance, at Contractor's expense.

13. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

14. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Insurance

Prior to the commencement of the work to be performed under this Agreement, and until final acceptance by Bernalillo County or work covered, the Contractor shall procure and maintain at the Contractor’s expense, insurance coverages and limits shown below. This insurance shall be provided by insurance company authorized to do business in the State of New Mexico and in good standings based on the A.M. Best rating of A- or better or the Standards and Poors’ rating of AA or better. Said policies shall cover all cover the services and operations under this contract or agreement whether performed by the Contractor, the Contractor’s agents, employees or by a subcontractor authorized by the contractor with a current Certificate of Insurance provided to the Contractor and listing the County as an “additional insured” and maintaining it for the duration of this agreement. All insurance shall remain in full force and effect for the entire period of the work, up to and including final acceptance and the removal of all equipment and employees, agents and subcontracts therefrom, or as otherwise indicated in this Agreement. Where required in this Agreement, an Additional Insured Endorsement Form shall be supplied with each Certificate of Insurance.

- A. Commercial General Liability, which shall be written on an occurrence form with coverage at least as broad as a standard ISO CG 00 01 occurrence form, including operations, products and completed operations, and contractual liability with limits not less than:

\$1,000,000	Per Occurrence
\$2,000,000	Aggregate
\$2,000,000	Prod & Completed Operations
\$2,000,000	Aggregate

- 1. The Commercial General Liability Coverage shall include the following endorsements:
 - a. The County, its officials, agents, and employees shall be included as Additional Insureds (“Additional Insureds”) using ISO Additional Insured endorsements CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement. If the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the Additional Insureds
 - b. A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
 - c. A Primary, Non-contributory endorsement in favor of the Additional Insureds or a blanket primary, non-contributory endorsement
 - d. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management, 415 Silver Ave SW Albuquerque, New Mexico 87102
- 2. The Commercial General Liability Coverage shall not include the following endorsements:
 - a. Amendment of Contractual Liability.
 - b. Total Pollution Exclusion.
 - c. Cross Claims or Cross Suits Liability Exclusion.

d. X, C, U Exclusion (Explosion, Collapse, and Underground Hazard)

B. Automobile Liability Insurance, with coverage at least as broad as a standard ISO Business Auto CA 00 01 form with limits not less than:

\$1,000,000 Per accident, Bodily Injury, Property Damage Owned, hired and non-owned automobiles.

The County, its officials, agents, and employees shall be included as Additional Insureds ("Additional Insureds") or a blanket additional insured endorsement.

1. A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
2. A Primary, Non-contributory endorsement in favor of the Additional Insureds or a blanket primary, non-contributory endorsement.
3. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice. All insurance documents must be delivered to the Risk Management Dept. 6th fl 415 Silver Ave SW, Albuquerque, New Mexico 87102.

C. Workers' Compensation Insurance including statutory coverage as required by the State of New Mexico and including Employers' Liability with limits not less than:

\$1,000,000 Each accident
\$1,000,000 Policy limit bodily injury by disease.
\$1,000,000 Each employee bodily injury by disease.

The Workers' Compensation coverage shall include the following endorsements:

1. Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
2. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management Dept. at: 6th Floor, 415 Silver Ave SW, Albuquerque, NM 87102. The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify Bernalillo County and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

D. Umbrella or Excess Liability coverage with limits not less than:

\$5,000,000

Excess over the Commercial General Liability, automobile Liability and Employer's Liability.

1. The Umbrella or Excess Liability coverage shall include the following endorsements:

- a. All endorsements required under Paragraphs:
1.a. (i), 1.a. (ii), and 1.a.(iii) above.

F. Technology Error & Omission:

\$1,000,000 Per Occurrence/Claim
\$2,000,000 Aggregate

Coverage may be included on the GL or Professional Liability policy or on a standalone basis.

G. Cyber Liability:

\$1,000,000 Per Occurrence

- H. Subcontractor Insurance.** Contractor shall cause all subcontractors it engages to perform work pursuant to this contract to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability, Automobile Insurance, and any other insurance customarily maintained by others engaged in subcontractor's trade or with similar expertise. Such insurance shall be in a form and with limits deemed appropriate by Contractor for work to be performed by its subcontractors hereunder. Contractor shall require all subcontractors to obtain endorsements required under 1. a. (i), 1.a.(ii), 1.a. (iii), and 1.a. (iv), above.
- I. Approval of Insurance.** Even though a "Notice to Proceed" may have been given by Bernalillo County, the Contractor or Subcontractor(s) shall not begin work under this Agreement, or solicitation, until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with Bernalillo County, adding Bernalillo County as an additional insured as required herein. Neither approval nor failure to approve certificates, policies or insurance by Bernalillo County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.
- J. Deductibles/Self-Insured Retentions.** Should any of the insurance policies contain either a deductible or self-insured retention, the Contractor or Subcontractor shall be responsible to pay that deductible or self-insured retention and the County shall not be responsible to pay these costs.
- K. Broader Coverage & Limits.** Should Contractor or any Subcontractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of Bernalillo County.
- L. Cancellation/Non-Renewal.** Should any required insurance policies be cancelled or non- renewed, Contractor or subcontractor(s) shall provide written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management Dept. Attn: 415 Silver Ave SW Albuquerque, New Mexico 87102.

M. Claims Made Policies. If any coverage is maintained on a claims-made basis, the following shall apply:

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of any work or services under this Agreement.
2. Coverage must be maintained, and evidence of coverage must be provided for at least three (3) years after termination of this Agreement.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after termination of this Agreement.

N. Increased Limits. If, during the life of this Agreement or solicitation, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, Bernalillo County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

O. Severability of Interest. A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.

P. Certificates of Insurance. Shall be filed by Contractor with Bernalillo County evidencing all the insurance coverages required in this section at the time this Agreement is executed.

1. All Certificate of Insurance will be required to list the County as an "additional insured" and be listed as the Certificate Holder. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant.
2. Each successive year during the insurance requirement period shall be filed in the same manner.
3. The failure to furnish such evidence may be considered default by the Contractor. Bernalillo County reserves the right to require complete copies of all required insurance policies, at any time.
4. It is the obligation of the Contractor to obtain and maintain records of the required insurance coverages from all subcontractors' until beyond the statute of limitation in the jurisdiction of the project.
5. All subcontractors' records maintained by the contractors is required to list the County as an 'additional insured'. The information contained in these Subcontractor insurance records shall be made available to Bernalillo County immediately upon request.

16. Record Ownership

It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement, excluding pre-existing intellectual property, documentation relative to proprietary solutions, and confidential company information.

17. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations related to any payment obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor's maximum cumulative liability to the county arising from or in connection with this agreement will not exceed the amount of the total fees paid to Contractor by the County hereunder for the twelve (12) months prior to a claim arising. In no event will Contractor be liable to the County for any punitive, incidental, indirect or consequential damages of any kind in connection with this agreement, even if Contractor has been informed in advance of the possibility of such damages.

18. Confidentiality

19. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other part ("Receiving Party"), whether electronically, orally or in writing, that (a) if disclosed in tangible form, is conspicuously marked as "Confidential" and (b) if disclosed in non-tangible form, is identified as confidential at the time of disclosure and summarized in tangible form conspicuously marked "Confidential" within 30 days of the original disclosure. Confidential Information of Contractor shall include the Automated Traffic Enforcement Cameras and Services provided hereunder and any documentation related thereto. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation of confidentiality owed to the Disclosing Party by the Receiving Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation of confidentiality owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation of confidentiality owed to the Disclosing Party or (iv) was independently developed by the Receiving Party without reliance upon or reference to the Disclosing Party's Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (A) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party in the Receiving Party's possession for any purpose outside the scope of this Agreement and (B) the Receiving Party shall only disclose Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

20. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 5 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 5 herein.

22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (<https://www.bernco.gov/compliance-office/bernalillo-county-code-of-conduct/>) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

24. Unfair Business Practices

Pursuant to and in accordance with Ordinance §2-376, and the Unfair Business Practices Disclosure Form submitted by the Contractor in Exhibit B, attached hereto, the Contractor agrees to the following:

- A. It has not participated in Unfair Business Practices as defined in the Unfair Business Practices Disclosure Form included in Exhibit B
- B. That during the term of this Agreement, the Contractor shall report all Unfair Business Practices violations to the Procurement and Business Services Department.
- C. This Agreement may be terminated as a result of its engaging in Unfair Business Practices.

25. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

26. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

27. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

28. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignability

Neither party may assign any of the rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonable withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising its rights or remedies in connection with Section 12 of this Agreement.

32. Penalties

The Ordinance, §2-356 through 2-402, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

33. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

35. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

COUNTY OF BERNALILLO

3/12/2024

Legal Department

Date _____

DocuSigned by:

BBF25CA19A90438...

3/12/2024

County Manager

Date _____

CONTRACTOR

By:  03/14/2024
Date

Holly Cooper

Printed Name

NM Gross Receipts Tax Number

81-4547024

Federal Tax Number

EXHIBIT A

Bernalillo County

Request for Proposal #13-24-NM

Automated Traffic Enforcement System



Non-Mandatory Pre-proposal MS Teams Meeting:
October 10, 2023 10:00a.m. (local time)

Offerors may join by Video: [Click here to join the meeting](#)
Meeting ID: 222 501 427 810
Passcode: kBftxb

or

Call in (audio only): 1 505-225-7362, Conference ID 280 563 078#

Deadline for Receipt of Proposals: October 26, 2023: 4:00 p.m. (Mountain Time)

The County eProcurement System will not allow Proposals to be submitted after this date and time.

Prepared by: Natasha Millenbah

Bernalillo County

Purchasing Section

September 2023

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APPENDICIES AND ATTACHMENTS BELOW ARE REFERENCED IN THIS RFP AND UPLOADED SEPARATELY

APPENDIX C - SUBMITTAL LETTER FORM

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ATTACHEMNT A - ADMINISTRATIVE INSTRUCTION NO. IT 10

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Bernalillo County ("County") Purchasing Section of the Procurement and Business Services Department ("Purchasing") on behalf of the Bernalillo County Operations and Maintenance Department is soliciting proposals from Offerors to provide and operate photo enforcement equipment, both mobile and static, and citation processing service as outlined herein. Services to be provided include, but are not necessarily limited to, provision and installation of equipment, system upgrades, replacement for vandalism, and maintenance, violation identification assistance, management information reports, and citation processing and mailing services.

B. BACKGROUND

Bernalillo County has identified automated speed enforcement cameras as systems that can assist in the reduction of speeds along roadways that have a history of excessive speeds and safety concerns. The County recognizes that these systems can provide year-round, 24-hour enforcement and are not dependent on the direct, live observation of violations. The County also recognizes that the review of violations and subsequent enforcement actions can be a time-consuming task for authorized personnel. In order to maximize accident prevention and safety enforcement while minimizing staff involvement, Bernalillo County is seeking proposals from qualified firms to provide automated traffic violation enforcement.

C. SUMMARY SCOPE OF WORK

The County is seeking to implement the use of automated speed enforcement cameras to assist in the reduction of speeds along roadways with a history of excessive speeds and safety concerns. The speed enforcement system will be required to produce photos of potential citations that can be sent to a secure website for an issuing officer to approve or reject. The Offer will send citations to the violator via U.S. mail. The Offeror will additionally provide the County with reporting and analysis on a regular basis.

D. PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Attempts to contact anyone other than the Procurement Manager that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Natasha Millenbah, Purchasing Administrator
Bernalillo County Purchasing
415 Silver Ave. SW, 6th Floor
Albuquerque, New Mexico 87102

Telephone: (505) 527-2326
Fax: (505) 468-7067
E-mail nmillenbah@bernco.gov

E. DEFINITION OF TERMINOLOGY

This Section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Addendum" means a change, addition or supplement to the information provided in this RFP document.

"Agreement" means a duly executed and legally binding contract.

“Contractor” means successful Offeror.

“Confidential” shall mean confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7 or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“County” shall refer to the County of Bernalillo, New Mexico.

“Central Purchasing Office” means the County Purchasing Section.

“County Purchasing Section” means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

“Desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

“Local Business Preference” means a business that holds a valid Resident Business/Contractor certificate issued by the State of New Mexico Taxation and Revenue Department and maintains an office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis. If necessary, the County may seek additional information or proof to verify eligibility for the Local Business Preference, pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Notice of Award” shall mean a formal written notice by the Purchasing Section.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Ordinance” means the Bernalillo County Procurement Ordinance, Chapter 2, Article V, Division 1 – 3 (§2-356 through 2-402).

“Pay Equity Preference” means any business that maintain a zero percent (0%) deviation between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by the Offeror.

“Preference Limitations” means the total amount of all preferences applied including the applicable State of New Mexico preferences, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State of New Mexico preferences as set forth under the New Mexico State Procurement Code. When

applying the Bernalillo County preferences as set forth in Ordinance §2-367, the total dollar amount of Bernalillo County preferences shall never exceed \$150,000.00.

“Procurement Manager” means the person or designee authorized by the Purchasing Section to manage or administer procurements requiring the evaluation of competitive sealed proposals.

“Purchase Order” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Resident Business Preference” means a business that has a valid resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367 but does not include a resident veteran business.

“Resident Veteran Business Preference” means a business that has a valid resident veteran business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Responsible Offeror” means a business entity or individual who has the ability to fulfill the solicitation expectations and requirements, including but not limited to financial and technical capacity to perform the requirement of the solicitation and subsequent Contract.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals, including all mandatory requirements and all of its requirements including all form and substance.

“Selection Committee” means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

“Small Business Preference” means a business that has a Local Business Preference eligibility documentation as well as an affidavit from a Certified Public Accountant (CPA) affirming that the business employs an average of fewer than 50 full-time employees in a calendar year. Ordinance 2-367.

“User Department” means a County department, office, unit or staff member for which procurement services are provided.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

	<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1.	Issue of RFP	County Purchasing Section	September 28, 2023
2.	Non-mandatory Conference	Purchasing, /Selection Committee, Offerors	October 10, 2023 @ 10:00 am
3.	Deadline to Submit Questions	Potential Offeror	October 13, 2023 @ 5:00 pm
4.	Response to Written Questions/RFP	Purchasing, /Selection Committee	October 17, 2023
5.	Submission of Proposal	Offerors	October 26, 2023 @ 4:00 pm
6.	Proposal Evaluation	Selection Committee	Week of November 13, 2023
7.	Status Notification of Finalist(s)/Non-Finalist(s)	Purchasing Section	Week of November 20, 2023
8.	Interviews (if applicable)	Selection Committee, Finalists	Week of December 4, 2023
9.	Contract Negotiations	Purchasing /Selection Committee	Week of December 18, 2023
10.	Award	Bernalillo County Commission	TBD

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document - This RFP is issued by the Purchasing Section in accordance with the provisions of Ordinance §2-365 and 2-395. The Purchasing Section is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected. Additional copies of the RFP can be obtained from the Procurement Manager.
2. Pre-Proposal Conference - A Non-Mandatory pre-proposal conference will be held as indicated in the sequence of events beginning at 10:00a.m. Mountain Standard Time/Daylight Time on MS Teams only. To participate, join the meeting by phone, (Dial-in Number): 505-225-7962 Phone Conference ID 280 563 078#.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

3. Questions/Clarifications Prior to Pre-Proposal Conference - **Potential Offerors are encouraged to submit written questions in advance of the conference at <https://berncobonfirehub.com/Opportunities>.** Perspective Offerors must register with the County's public purchasing portal at <https://berncobonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A at <https://berncobonfirehub.com/Opportunities>. **The County will not accept any communications by any other means, except as specifically stated in this RFP.**

(a) The identity of the perspective Offeror submitting the question(s) will not be shared. All written questions will be addressed at the conference. A public log will be kept of the names of perspective Offerors that attended the conference.

4. Response to Written Questions - An Addendum will be issued in response to written questions. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP.
5. Deadline to Submit Additional Written Questions - Prospective Offerors may submit additional written questions via the County's public purchasing portal at <https://berncobonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A, <https://berncobonfirehub.com/Opportunities> **until 5:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events.** Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis for the question.
6. Response to Written Additional Questions - An Addendum will be issued in response to additional written questions and will be distributed to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP. The identity of the perspective Offeror submitting the question(s) will not be shared.
7. Submission of Proposal – All Offeror proposals must be received for review and evaluation, no later than **4:00 PM Mountain Standard Time/Daylight Time on October 26, 2023.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://berncobonfirehub.com/login>. If you do not have a username and password, please register as this is the only method to submit electronically at <https://berncobonfirehub.com>, on the Portal.

All proposals must be received by the County's Purchasing Section as specified herein. Failure to comply with the submission requirements shall be cause for the County to deem the proposal submittal nonresponsive.

C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Section.
2. Selection Process - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in Section VI of this RFP, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who

submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.

3. Status Notification of Finalists/Non-Finalists – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview, negotiation process or award. Finalists will be those Offerors whose proposals have been selected to continue in either the interview, negotiation process or award. Non-finalists are those Offerors whose proposals have not been selected to continue in either the interview, negotiation process or award.
4. Best and Final Offers – Offeror(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Revisions may be for clarification of the proposal or to get the best price or for both. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Section. Interview scoring will total 100 points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.

Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix A. The Offeror with the highest combined ranking (lowest numerical score) from the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

D. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Procurement Ordinance, §2-385, §2-367 and applicable procurement regulations, any Offeror who is aggrieved in connection with a solicitation, application of preferences and or award of an Agreement may protest to the

Procurement and Business Services Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Viola Cunningham, Procurement and Business Services Director
Purchasing Section, 6th floor
415 Silver Ave. SW
Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Application of Preferences - To ensure adequate consideration and application of Preferences pursuant to §13-1-21, NMSA 1978 and Ordinance 2-367, Offerors must include a copy of their State of New Mexico preference certificate and any additional documentation required for the County preferences with their proposal. Offerors are not eligible to receive both a Resident Business/Contractor Preference and a Resident Veteran Business/Contractor preference. The Preferences shall not apply when the expenditures for this RFP includes federal funds. See Appendix B for explanation and application for Preference eligibility.
4. Pay Equity Documentation - **All Offerors shall include with their proposal submittal, a Pay Equity Reporting Form, or valid Pay Equity Business Certificate, which can be accessed at www.berncogov/general-services/pay-equity.aspx.**

Offerors who are located out-of-state or have no facilities and no employees working in the State of New Mexico are not required to report pay equity data but must verify their out-of-state status on the Pay Equity Reporting Form. Failure to provide a Pay Equity Reporting Form at the time of submission may result in the Offer being deemed nonresponsive. The County may allow for a revised Pay Equity Reporting Form to be submitted by the Offeror within 24 business hours of the proposal due date and time if; (i) the originally submitted form requires a technical change; or (ii) the Offeror fails to include a Pay Equity Reporting Form at the time of submission, provided that the Offeror submits the Pay Equity Reporting Form within the 24 hour business period.

NOTE: THE REQUIRED PAY EQUITY REPORTING FORM IS NOT A PAY EQUITY BUSINESS CERTIFICATE, NOR DOES IT QUALIFY AN OFFEROR FOR THE PAY EQUITY PREFERENCE. FOR QUESTIONS ON HOW TO OBTAIN A PAY EQUITY BUSINESS CERTIFICATE AND QUALIFY FOR THE PREFERENCE, PLEASE CONTACT THE PROCUREMENT MANAGER IN SECTION I.C BY TELEPHONE: (505) 527-2326 OR EMAIL: nmillerbah@berncogov.

5. Subcontractors - The successful Offeror is responsible for performance by any subcontractor providing Services in connection with this RFP; payments to a subcontractor(s) is the responsibility of the successful Offeror. The successful Offeror is solely responsible for fulfillment of the contract agreement resulting from this RFP.
6. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Section personnel will not collate or assemble proposal materials.
7. Right to Reject Proposal - The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur

unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.

8. Offerors Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Director of the Purchasing Section. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Section.
9. Disclosure of Proposal Contents - A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
10. Confidentiality/Public Records - Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The County's determination of whether an exemption applies shall be final, and the Offeror agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

11. Cancellation - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Section determines such action to be in the best interest of the County.
12. Sufficient Appropriation - Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effective by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize the services the Contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.

13. Code of Conduct - The successful Offeror shall abide by the Code of Conduct (<https://www.bernco.gov/compliance-office/bernalillo-county-code-of-conduct/>) of the County as it applies to the successful Offeror's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of the Agreement (a draft of the proposed Agreement is included in Section VII).
14. Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal

Letter Form. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in Section VI.

15. **Standard Agreement** - A draft copy of the proposed Agreement to be entered into is included in Section VII. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement.
16. **Offeror Qualifications** - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Ordinance §2-358 (oo) and (pp).
17. **Right to Waive Minor Irregularities** - The Purchasing Section reserves the right to waive minor irregularities. The Purchasing Section also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Section.
18. **Notice** - The County Ordinance and the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
19. **Release of Information** - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
20. **Ownership of Documents** - Any specifications, and other project documents are the property of the County.
21. **Costs Incurred in Responding** - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
22. **Proposal Firm Offer** - It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. Responses to this RFP will be considered firm for that time frame. The anticipated Agreement term shall be three (3) years, beginning on the date of contract execution. The County reserves the right to renew the contract for an additional three (3) years, not to exceed six (6) years.
23. **Insurance Requirements** - Insurance is required of the Contractor in the limits identified in the Proposed Draft Agreement, Paragraph 15, attached hereto.
24. **Proof of licensing** - The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, Contractor, etc.).
25. **W-9 Information** - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% of payments made, if the information is not furnished by the successful Offeror.

If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires

your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.

26. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.
27. Unfair Business Practices - A system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, §57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

The County finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

Offerors must submit with their proposal the completed "Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**

Exhibit “B”
Bernalillo County RFP No. 13-24-NM

Bernalillo County
Request for Proposal #13-24-NM
Automated Traffic Enforcement System



Non-Mandatory Pre-proposal MS Teams Meeting:
October 10, 2023 10:00a.m. (local time)

Offerors may join by Video: [Click here to join the meeting](#)
Meeting ID: 222 501 427 810
Passcode: kBftxb

or

Call in (audio only): 1 505-225-7362, Conference ID 280 563 078#

Deadline for Receipt of Proposals: October 26, 2023: 4:00 p.m. (Mountain Time)

The County eProcurement System will not allow Proposals to be submitted after this date and time.

Prepared by: Natasha Millenbah
Bernalillo County
Purchasing Section
September 2023

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Bernalillo County ("County") Purchasing Section of the Procurement and Business Services Department ("Purchasing") on behalf of the Bernalillo County Operations and Maintenance Department is soliciting proposals from Offerors to provide and operate photo enforcement equipment, both mobile and static, and citation processing service as outlined herein. Services to be provided include, but are not necessarily limited to, provision and installation of equipment, system upgrades, replacement for vandalism, and maintenance, violation identification assistance, management information reports, and citation processing and mailing services.

B. BACKGROUND

Bernalillo County has identified automated speed enforcement cameras as systems that can assist in the reduction of speeds along roadways that have a history of excessive speeds and safety concerns. The County recognizes that these systems can provide year-round, 24-hour enforcement and are not dependent on the direct, live observation of violations. The County also recognizes that the review of violations and subsequent enforcement actions can be a time-consuming task for authorized personnel. In order to maximize accident prevention and safety enforcement while minimizing staff involvement, Bernalillo County is seeking proposals from qualified firms to provide automated traffic violation enforcement.

C. SUMMARY SCOPE OF WORK

The County is seeking to implement the use of automated speed enforcement cameras to assist in the reduction of speeds along roadways with a history of excessive speeds and safety concerns. The speed enforcement system will be required to produce photos of potential citations that can be sent to a secure website for an issuing officer to approve or reject. The Offer will send citations to the violator via U.S. mail. The Offeror will additionally provide the County with reporting and analysis on a regular basis.

D. PROCUREMENT MANAGER CONTACT

Any inquiries or requests regarding this procurement should be submitted in writing to the designated Procurement Manager listed below. Attempts to contact anyone other than the Procurement Manager that the prospective Offeror believes can influence the procurement decision, i.e., Elected Officials, County Manager, Evaluation Committee Members, etc., may lead to immediate elimination from further consideration. All responses will be in writing and will be distributed to all potential Offerors who receive a copy of this Request for Proposals.

Natasha Millenbah, Purchasing Administrator
Bernalillo County Purchasing
415 Silver Ave. SW, 6th Floor
Albuquerque, New Mexico 87102

Telephone: (505) 527-2326
Fax: (505) 468-7067
E-mail nmillenbah@bernco.gov

E. DEFINITION OF TERMINOLOGY

This Section contains definitions that are used throughout this Request for Proposals (RFP), including appropriate abbreviations.

"Addendum" means a change, addition or supplement to the information provided in this RFP document.

"Agreement" means a duly executed and legally binding contract.

“Contractor” means successful Offeror.

“Confidential” shall mean confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7 or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“County” shall refer to the County of Bernalillo, New Mexico.

“Central Purchasing Office” means the County Purchasing Section.

“County Purchasing Section” means the purchasing agent for the County of Bernalillo, New Mexico, or a designated representative thereof.

“Desirable” means the terms “may”, “can”, “should”, “preferably”, or “prefers” identifies a desirable or a discretionary item or factor for the Department to determine.

“Determination” means the written documentation of a decision of a procurement manager including findings of fact required supporting a decision. A determination becomes part of the procurement file to which it pertains.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager on behalf of the Selection Committee that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

“Finalist” is defined as an Offeror who meets all the mandatory specifications of the RFP and whose score on evaluation factors is sufficiently high to qualify that Offeror for further consideration by the Selection Committee.

“Local Business Preference” means a business that holds a valid Resident Business/Contractor certificate issued by the State of New Mexico Taxation and Revenue Department and maintains an office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis. If necessary, the County may seek additional information or proof to verify eligibility for the Local Business Preference, pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Mandatory” means the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offerors proposal, without exception.

“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

“Notice of Award” shall mean a formal written notice by the Purchasing Section.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“Ordinance” means the Bernalillo County Procurement Ordinance, Chapter 2, Article V, Division 1 – 3 (§2-356 through 2-402).

“Pay Equity Preference” means any business that maintain a zero percent (0%) deviation between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by the Offeror.

“Preference Limitations” means the total amount of all preferences applied including the applicable State of New Mexico preferences, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State of New Mexico preferences as set forth under the New Mexico State Procurement Code. When

applying the Bernalillo County preferences as set forth in Ordinance §2-367, the total dollar amount of Bernalillo County preferences shall never exceed \$150,000.00.

“Procurement Manager” means the person or designee authorized by the Purchasing Section to manage or administer procurements requiring the evaluation of competitive sealed proposals.

“Purchase Order” means the document, which directs a contractor to deliver items of tangible personal property or services pursuant to an existing Agreement.

“Request for Proposals” or “RFP” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Resident Business Preference” means a business that has a valid resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367 but does not include a resident veteran business.

“Resident Veteran Business Preference” means a business that has a valid resident veteran business certificate issued by the New Mexico Taxation and Revenue Department pursuant to §13-1-22 NMSA 1978 and Ordinance §2-367.

“Responsible Offeror” means a business entity or individual who has the ability to fulfill the solicitation expectations and requirements, including but not limited to financial and technical capacity to perform the requirement of the solicitation and subsequent Contract.

“Responsive Offer” or “Responsive Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the request for proposals, including all mandatory requirements and all of its requirements including all form and substance.

“Selection Committee” means a team established to evaluate proposals, conduct interviews, and assist with negotiations during proposal evaluation for a specific product or services. Teams typically represent the functional areas to be addressed in the discussions. The Procurement Manager shall provide only technical assistance requested by the committee.

“Small Business Preference” means a business that has a Local Business Preference eligibility documentation as well as an affidavit from a Certified Public Accountant (CPA) affirming that the business employs an average of fewer than 50 full-time employees in a calendar year. Ordinance 2-367.

“User Department” means a County department, office, unit or staff member for which procurement services are provided.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP outlines and describes the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
1. Issue of RFP	County Purchasing Section	September 28, 2023
2. Non-mandatory Conference	Purchasing, /Selection Committee, Offerors	October 10, 2023 @ 10:00 am
3. Deadline to Submit Questions	Potential Offeror	October 13, 2023 @ 5:00 pm
4. Response to Written Questions/RFP	Purchasing, /Selection Committee	October 17, 2023
5. Submission of Proposal	Offerors	October 26, 2023 @ 4:00 pm
6. Proposal Evaluation	Selection Committee	Week of November 13, 2023
7. Status Notification of Finalist(s)/Non-Finalist(s)	Purchasing Section	Week of November 20, 2023
8. Interviews (if applicable)	Selection Committee, Finalists	Week of December 4, 2023
9. Contract Negotiations	Purchasing /Selection Committee	Week of December 18, 2023
10. Award	Bernalillo County Commission	TBD

B. EXPLANATION OF EVENTS

1. Distribution of RFP Document - This RFP is issued by the Purchasing Section in accordance with the provisions of Ordinance §2-365 and 2-395. The Purchasing Section is the only organization who is authorized to make copies and/or distribute this RFP in any format. A distribution list of those who receive the RFP will be maintained throughout the procurement process and will become part of the procurement file. Receipt of a Proposal from Offerors not included on the distribution list shall result in immediate disqualification and Proposal shall be rejected. Additional copies of the RFP can be obtained from the Procurement Manager.
2. Pre-Proposal Conference - A Non-Mandatory pre-proposal conference will be held as indicated in the sequence of events beginning at 10:00a.m. Mountain Standard Time/Daylight Time on MS Teams only. To participate, join the meeting by phone, (Dial-in Number): 505-225-7962 Phone Conference ID 280 563 078#.

Attendance at the pre-proposal conference is not a prerequisite for submission of a proposal.

3. Questions/Clarifications Prior to Pre-Proposal Conference - **Potential Offerors are encouraged to submit written questions in advance of the conference at <https://bernco.bonfirehub.com/Opportunities>.** Perspective Offerors must register with the County's public purchasing portal at <https://bernco.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A at <https://bernco.bonfirehub.com/Opportunities>. **The County will not accept any communications by any other means, except as specifically stated in this RFP.**
 - (a) The identity of the perspective Offeror submitting the question(s) will not be shared. All written questions will be addressed at the conference. A public log will be kept of the names of perspective Offerors that attended the conference.
4. Response to Written Questions - An Addendum will be issued in response to written questions. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP.
5. Deadline to Submit Additional Written Questions - Prospective Offerors may submit additional written questions via the County's public purchasing portal at <https://bernco.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A, <https://bernco.bonfirehub.com/Opportunities> **until 5:00 PM Mountain Standard Time/Daylight Time as indicated in the sequence of events.** Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis for the question.
6. Response to Written Additional Questions - An Addendum will be issued in response to additional written questions and will be distributed to all recipients of the original RFP. If the RFP requires a time extension, the proposal submission date will be changed as part of the written Addendum. Any Addendum issued prior to the submittal deadline shall become a part of the RFP. The identity of the perspective Offeror submitting the question(s) will not be shared.
7. Submission of Proposal – All Offeror proposals must be received for review and evaluation, no later than **4:00 PM Mountain Standard Time/Daylight Time on October 26, 2023.** Submit your complete Proposal including all forms, attachments, exhibits, Technical Proposal, Cost Proposal, etc. using the eProcurement System at <https://bernco.bonfirehub.com/login>. If you do not have a username and password, please register as this is the only method to submit electronically at <https://bernco.bonfirehub.com> on the Portal.

All proposals must be received by the County's Purchasing Section as specified herein. Failure to comply with the submission requirements shall be cause for the County to deem the proposal submittal nonresponsive.

C. EVALUATION PROCESS

The Evaluation Process section contains specific information about the process of evaluating Offeror proposals.

1. Notice of Non-Responsiveness - For any proposal submitted which is deemed non-responsive the Offeror will be notified in writing of such determination by the Purchasing Section.
2. Selection Process - The Selection Committee will review each Offerors proposal. Points will be allocated, as outlined in Section VI of this RFP, by each member. Each member's point totals will be translated into a numeric ranking of all proposals. The individual member rankings will be totaled together to determine the overall ranking of proposals. During this time, the Procurement Manager may initiate discussions with Offerors who

submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposal through oral presentations (interview) or the provision of information (either orally or written) deemed necessary to assist in the evaluation process. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors. Offerors are advised that the Selection Committee, at its option, may enter into the negotiation process with the highest ranked Offeror on the basis of the evaluation of the written proposals only, and may not require discussion and/or interviews. Upon completion of the selection process, the Selection Committee shall recommend award of contract to the County Commission or their designee for approval. Each responsive Offeror will be notified in writing as to their status following the selection process.

3. Status Notification of Finalists/Non-Finalists – Each responsive Offeror will be notified in writing about the status of their proposal. This notification will include information regarding whether or not their proposal has been selected for the interview, negotiation process or award. Finalists will be those Offerors whose proposals have been selected to continue in either the interview, negotiation process or award. Non-finalists are those Offerors whose proposals have not been selected to continue in either the interview, negotiation process or award.
4. Best and Final Offers – Offeror(s) may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers. Revisions may be for clarification of the proposal or to get the best price or for both. When applicable, the notification to Finalist(s) who have been selected to submit a best and final offer will include the date and time, the best and final offer must be submitted.
5. Interviews with Finalists – If applicable the notices for the Finalists who have been selected for interviews, will include the interview date and time. The interview location is at the discretion of the Selection Committee. Interview questions will be sent to finalists prior to interview by the Purchasing Section. Interview scoring will total 100 points. Each member's point totals will be translated into a numeric ranking of all interviewed Finalists. The individual member rankings will be totaled together to determine the overall ranking of Finalists.

Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix A. The Offeror with the highest combined ranking (lowest numerical score) from the interview shall be recommended for award.

6. Negotiations – The County will begin negotiations with the highest ranked Offeror(s) following Finalist notification. Actual fees shall be negotiated based upon specific services, reimbursable expenses, and specific successful Offeror requirements. If negotiations are successful, the County shall prepare an Agreement for approval by the County Commission or its designee. If an agreement on terms cannot be reached within a reasonable time the County shall terminate negotiations and begin negotiations with the next firm on the ranking list. This process will continue until an Agreement has been negotiated with one of the firms on the ranking list. If an Agreement cannot be negotiated with the firms on the ranking list, the County may choose to negotiate with other qualified Offerors scored by the Committee or to terminate negotiations.

D. GENERAL REQUIREMENTS

The General Requirements section contains specific information about the process, general conditions, and instructions, which govern this procurement.

1. Protests - In accordance with Procurement Ordinance, §2-385, §2-367 and applicable procurement regulations, any Offeror who is aggrieved in connection with a solicitation, application of preferences and or award of an Agreement may protest to the

Procurement and Business Services Director. The protest must be submitted in writing within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest to:

Viola Cunningham, Procurement and Business Services Director
Purchasing Section, 6th floor
415 Silver Ave. SW
Albuquerque, NM 87102

Protests must include the name and address of the protestant, the solicitation number, and a statement of grounds for protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

2. Incurring Cost - Any cost incurred by the Offeror in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.
3. Application of Preferences - To ensure adequate consideration and application of Preferences pursuant to §13-1-21, NMSA 1978 and Ordinance 2-367, Offerors must include a copy of their State of New Mexico preference certificate and any additional documentation required for the County preferences with their proposal. Offerors are not eligible to receive both a Resident Business/Contractor Preference and a Resident Veteran Business/Contractor preference. The Preferences shall not apply when the expenditures for this RFP includes federal funds. See Appendix B for explanation and application for Preference eligibility.
4. Pay Equity Documentation - **All Offerors shall include with their proposal submittal, a Pay Equity Reporting Form, or valid Pay Equity Business Certificate, which can be accessed at www.bernco.gov/general-services/pay-equity.aspx.**

Offerors who are located out-of-state or have no facilities and no employees working in the State of New Mexico are not required to report pay equity data but must verify their out-of-state status on the Pay Equity Reporting Form. Failure to provide a Pay Equity Reporting Form at the time of submission may result in the Offer being deemed nonresponsive. The County may allow for a revised Pay Equity Reporting Form to be submitted by the Offeror within 24 business hours of the proposal due date and time if; (i) the originally submitted form requires a technical change; or (ii) the Offeror fails to include a Pay Equity Reporting Form at the time of submission, provided that the Offeror submits the Pay Equity Reporting Form within the 24 hour business period.

NOTE: THE REQUIRED PAY EQUITY REPORTING FORM IS NOT A PAY EQUITY BUSINESS CERTIFICATE, NOR DOES IT QUALIFY AN OFFEROR FOR THE PAY EQUITY PREFERENCE. FOR QUESTIONS ON HOW TO OBTAIN A PAY EQUITY BUSINESS CERTIFICATE AND QUALIFY FOR THE PREFERENCE, PLEASE CONTACT THE PROCUREMENT MANAGER IN SECTION I.C BY TELEPHONE: (505) 527-2326 OR EMAIL: nmillenbah@bernco.gov.

5. Subcontractors - The successful Offeror is responsible for performance by any subcontractor providing Services in connection with this RFP; payments to a subcontractor(s) is the responsibility of the successful Offeror. The successful Offeror is solely responsible for fulfillment of the contract agreement resulting from this RFP.
6. Amended Proposals - An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. Purchasing Section personnel will not collate or assemble proposal materials.
7. Right to Reject Proposal - The County reserves the right to reject a proposal from any Offeror who has previously failed to perform properly, has caused the County to incur

unreasonable costs or expense, failed to complete on time an agreement of a similar nature, or who is not in a position to perform the work governed by this RFP.

8. Offerors Rights to Withdraw Proposal - Offerors will be allowed to withdraw their proposals at any time, prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request signed by the Offerors duly authorized representative addressed to the Director of the Purchasing Section. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is at the discretion of the Director of the Purchasing Section.
9. Disclosure of Proposal Contents - A public log will be kept of the names of all Offerors which submitted proposals. The proposals and documents pertaining to the proposals will be kept confidential throughout the duration of the procurement process and until a contract is awarded. At that time, all proposals will be open to the public, except for the material, which has been previously noted and deemed as proprietary or confidential.
10. Confidentiality/Public Records - Confidential data is normally restricted to confidential financial information concerning the Offerors organization and data that qualifies as trade secrets in accordance with the Uniform Trade Secrets Act, 57-3-A-1 to 57-3A-7 NMSA 1978, or as provided by the Confidential Materials Act (14-3A-1, 1978 14-3A-2 NMSA 1978), and as otherwise provided by law. With the exception of the aforementioned, information and materials received by the County in connection with this RFP response shall be deemed to be public records, subject to public inspection, upon award of the RFP and execution of an Agreement by the County Commission or their designee. If the Offeror believes any of the information contained in its response is exempt from the Inspection of Public Records Act (NMSA 1978, Chapter 14, Article 2), then the Offeror must identify the material deemed to be exempt and cite the legal authority for the exemption. Any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" must be readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal.

The County's determination of whether an exemption applies shall be final, and the Offeror agrees to defend indemnify and hold harmless the County elected officials, employees and agents against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

11. Cancellation - This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Director of the Purchasing Section determines such action to be in the best interest of the County.
12. Sufficient Appropriation - Any Agreement awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effective by sending written notice to the Contractor. The County's decision as to whether sufficient appropriations and authorizations are available is in the sole discretion of the County and shall be final and binding upon the Contractor.

If the determination is made that there is insufficient funding to continue or finalize the services the Contractor will be compensated to the level of effort performed, as authorized by the County prior to that determination.

13. Code of Conduct - The successful Offeror shall abide by the Code of Conduct (<https://www.bernco.gov/compliance-office/bernalillo-county-code-of-conduct/>) of the County as it applies to the successful Offeror's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of the Agreement (a draft of the proposed Agreement is included in Section VII).
14. Acceptance of Conditions Governing the Procurement - Offerors must indicate their acceptance of the Conditions Governing the Procurement, Section II, in the Submittal

Letter Form. Submission of a proposal constitutes acceptance of all conditions contained herein including the evaluation factors contained in Section VI.

15. Standard Agreement - A draft copy of the proposed Agreement to be entered into is included in Section VII. However, the County reserves the right to negotiate with the successful Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the Agreement.
16. Offeror Qualifications - The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer as defined in Ordinance §2-358 (oo) and (pp).
17. Right to Waive Minor Irregularities - The Purchasing Section reserves the right to waive minor irregularities. The Purchasing Section also reserves the right to waive mandatory requirements if all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Purchasing Section.
18. Notice - The County Ordinance and the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kick-backs.
19. Release of Information - Only the County is authorized to release information covered by this RFP. The Offerors must refer to the County any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.
20. Ownership of Documents - Any specifications, and other project documents are the property of the County.
21. Costs Incurred in Responding - This solicitation does not commit the County to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
22. Proposal Firm Offer - It is anticipated that an Agreement will be awarded within 90 days after receipt of proposals. Responses to this RFP will be considered firm for that time frame. The anticipated Agreement term shall be three (3) years, beginning on the date of contract execution. The County reserves the right to renew the contract for an additional three (3) years, not to exceed six (6) years.
23. Insurance Requirements - Insurance is required of the Contractor in the limits identified in the Proposed Draft Agreement, Paragraph 15, attached hereto.
24. Proof of licensing - The County reserves the right to request proof of licensing for which licensure by the State of New Mexico or another agency is required, (e.g., Professional Architect/Engineer Number, State Bar Member Number, Contractor, etc.).
25. W-9 Information - Pursuant to Federal Tax Law (Internal Revenue Code, Section 6041), the County is required to obtain a Taxpayer Identification Number (TIN) and a completed W-9 from the successful Offeror; according to Federal Income Tax Law (Internal Revenue Code, Section 3406), failure to furnish this information promptly and correctly (within 30 days) may result in a \$50.00 penalty imposed by the Internal Revenue Service. In addition, the Internal Revenue Service may require the County to withhold 28% or payments made, if the information is not furnished by the successful Offeror.

If the successful Offeror's business is classified as a corporation, tax-exempt organization, government agency, or other exempt payee, the County will not file an Annual Information Return (Form 1088 Misc.) on your behalf. However, the law requires

your TIN in addition to informing the County of payee type. If classified as an individual or sole proprietor, the TIN is your Social Security Number; otherwise, your Federal Employer Identification Number serves as your TIN.

26. Applicable Law - This procurement and any Agreement that may result from this procurement shall be governed by the laws of the State of New Mexico.
27. Unfair Business Practices - A system or pattern of acts or practices that a relevant federal or enforcement agency has made a formal finding within the last three years to be discriminatory, deceptive, fraudulent, or abusive (or similar terms) under the New Mexico Unfair Practices Act, NMSA 1978, §57-12-1 et seq, or an applicable federal or other state consumer protection law relating to the subject matter of the procurement) or that has violated a relevant criminal statute, as evidenced by a public enforcement order or judgment, settlement with the enforcement agency or other formal finding by the relevant enforcement agency with regulatory enforcement authority under the applicable consumer protection law, or criminal conviction.

The County finds that it is a priority to protect its interests and the public's trust by conducting its business with partners that are committed to and consistently demonstrate engaging in fair and responsible business practices. The general purpose and intent of the New Mexico Unfair Practices Act is to ensure to the maximum extent practicable that contracting practices support conducting government business with partners who are committed to and consistently demonstrate engaging in fair and responsible business practices and avoid conducting its business with partners that engage in criminal or systematic deceptive, fraudulent or abusive business practices.

Offerors must submit with their proposal the completed "Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**

III. RESPONSE FORMAT AND ORGANIZATION

This section describes the format and organization of the Offerors responses. Failure to conform to these guidelines may result in the disqualification of the proposal.

A. NUMBER OF RESPONSES

Offeror's may submit only one (1) proposal.

B. PROPOSAL FORMAT

Format. Each file uploaded to the eProcurement System shall be in Optical Character Recognition (OCR) searchable PDF format unless otherwise indicated. Do not encrypt files and do not password protect the documents submitted.

The proposal must be limited in format and length. Length of the Proposal shall be limited to a maximum of fifty (50) pages (printed sheet faces) of text and/or graphic material.

Material excluded from the fifty (50) page **(Buyers, highlighted # is subject to change)** maximum count shall include and shall be limited to:

Front cover (blank on back side)
Divider pages (blank except for title information)
Table of Contents (one page maximum)
Submittal Letter Form
Cost Detail
Certificate(s) of insurance
Resident Business Certificate
Resident Veteran Business Certificate
Campaign Contribution Disclosure Form
Unfair Business Practices Disclosure Form
Back cover (blank on one side)

ANY SHEETS OR PAGES INCLUDED IN THE PROPOSAL, BUT NOT SPECIFICALLY EXCLUDED, AS NOTED ABOVE, SHALL BE COUNTED TOWARDS THE FIFTY (50) PAGE MAXIMUM.

C. PROPOSAL ORGANIZATION

The proposal is to be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated.

File #1 (Mandatory)

1. Table of Contents
2. Submittal Letter Form. Proposals must be accompanied by a Submittal Letter Form (Appendix C), which contains the following information:
 - A. Identity of the submitting business, including name and address of organization, firm, or Department and nature of organization (individual, partnership or corporation, private or public, profit or non-profit);
 - B. Identifies the name and title of the person(s) authorized by the company to contractually obligate the business for the purpose of this RFP;
 - C. Identifies the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding this RFP and person(s) to be contacted for negotiations.
 - D. Acknowledges receipt of any and all Addendums to this RFP;

E. By signing the form the Offeror is explicitly indicating the following:

1. Acceptance of Conditions Governing the Procurement as stated in Section II of this RFP.
2. A concurrence to comply with the Pay Equity Reporting Requirements as stated in Section II of this RFP.
3. A commitment to comply and act in accordance with the following:
Federal Executive Orders relating to the enforcement of civil rights;
New Mexico State Statutes and County of Bernalillo Ordinances regarding enforcement of civil rights;
Federal Code, 5 USCA 7201 et. seq., Anti-discrimination in Employment;
Executive Order No. 11246, Equal Opportunity in Federal Employment;
Title 6, Civil Rights Act of 1964;
Requirements of the Americans with Disabilities Act of 1990 for work performed as a result of this RFP.
4. Signature on the form must be from a person authorized to contractually obligate the Offeror.

3. "Campaign Contribution Form"

In accordance with Appendix D, Offeror's must comply with Procurement Ordinance, Chapter 2, Article V, Division 1-3, Section 2-390 (b), pertaining to the disclosure of campaign contributions made to an applicable public official of a local public body.

Offeror(s) shall submit the "Campaign Contribution Disclosure Form" with their proposal submittal. Any Offeror who fails to comply with this requirement will be disqualified, no exceptions. NOTE: THIS FORM SHALL BE SUBMITTED IN ITS ORIGINAL FORMAT AND SHALL NOT BE MODIFIED OR CHANGED IN ANY WAY.

4. Proposal Summary (optional)*
5. Response to Proposal Requirements (except for cost response)
6. Additional Required Materials

File #2

- a. Complete Cost Response
- b. Resident Business Certificate or Resident Veteran Business Certificate (see Section II.D.3 and Appendix B for additional information).
- c. Unfair Business Practices Disclosure Form" found in Appendix E. **Failure to complete and return the signed unaltered form may result in disqualification.**
- d. Offeror's Additional Terms and Conditions**

*Properly tabbed divider for this section **must** be included in the proposal. Optional Proposal Summary is for information overview only and will not be scored. If no summary is provided, a single sheet must be included, following the tabbed divider, stating "No Proposal Summary included with this proposal".

**If no exceptions or modifications have been included and Offeror has explicitly indicated acceptance on the "Submittal Letter" and no additional proposed Terms and Conditions are included, so state on a single sheet, following the tabbed divider.

Within each section of their proposal, offerors should address the items in the order in which they appear in this RFP. All discussion of proposed costs, rates or expenses must occur only in a separate location with the cost response form.

Offerors may attach other materials that they feel may improve the quality of their responses. However, these materials should be included as items in a separate appendix and counted towards the fifty (50)-page maximum.

The rest of page left intentionally blank.

IV. SCOPE OF WORK

The contractor shall provide fixed and mobile speed enforcement system(s) that produces photos, which are communicated directly from the system to the vendor. Prior to issuing a citation, the vendor shall process the photos and electronically transmit the processed photos to the secure website for review by an authorized issuing officer(s). The officer(s) shall be able to electronically approve or reject those images for which citations will or will not be issued. The vendor shall send the citations to the violator via first class U.S. mail and document the process for evidentiary purposes in court. If the violator does not pay the fine within a specified period, a second and third notice will be sent by the vendor. Citations that remain unpaid after the third notice will be provided in an approved format to Bernalillo County for further disposition.

The contractor shall provide a local representative for contact and field technical assistance (i.e. moving cameras and repair of malfunctioning equipment). The contractor shall also supply management reports that include the number of violations at each installation site, number of violations cited, number of violations not cited, and reasons for non-issuance. Proposals should contain other report data that can be included under the proposed system.

The contractor will be responsible for the provision, implementation, and continuing satisfactory performance of the hardware, software, vehicle (if applicable), and services described in this RFP. This includes the integration of all necessary camera and detection equipment, computer hardware and software, any related infrastructure and relationships for citation processing services, training, and any other related services as necessary into a functioning system. Partial proposals are not acceptable. The contractor shall maintain ownership of the equipment throughout the course of this contract but may offer optional terms for a lease agreement or per paid citation basis.

Services to be performed under this contract include but are not limited to:

1. Provide, install, and make operational, automated enforcement devices for the duration of the contract.
2. Provide, install, and make operational, the computer hardware and software, and all other electronic equipment necessary to support data capture and retrieval.
3. Provide citation processing services that include, but are not limited to image processing, owner identification, citation and notification preparation and mailing, coordination with Sheriff's Office personnel, or to the District Court of Bernalillo County, making citation images available on a secure website and tracking and reporting statistical information and data.
4. Create, maintain, and host a secure website that allows officers to review violation photos and choose to issue or not issue a violation citation; the vendor would then process and mail the violations.
5. Create, maintain, and host a website for violators to view and pay their violations.
6. Distribute violation payments processed online to Bernalillo County via periodic ACH payment.
7. Provide a mechanism that allows Bernalillo County staff to accept violation payments in person.
 - i. Preferred mechanism is an API integration between the vendor's violation database and Can/Am Technologies' Teller cashiering system in use by the County.
8. Provide ongoing service and support to photo RADAR/LIDAR operations such as equipment maintenance; repair and servicing; repair/replacement of system in case of

vandalism; system modifications as needed to ensure accuracy and efficiency without reducing hours of operation; staff training; expert testimony in court as needed; and participation in program communications and strategy evaluation.

9. Training personnel involved with the operation of the program.
10. Work closely with County staff throughout all stages of the project to ensure the needs of the County are met.

V. SUBMITTAL REQUIREMENTS

Offeror(s) must make a positive statement such as meets requirements and may provide written documentation to demonstrate responsiveness in meeting items A-N below:

A. Equipment Requirements: The equipment proposed must satisfy the following minimum criteria.

1. The County is seeking to initially purchase approximately ten (10) cameras, comprised of fixed and mobile cameras.
2. Identifying Information: Imprint the following information on each image without obstructing the images of the vehicle or license plate:
 - i. Date, time, and year of the violation.
 - ii. Time of the violation stated in military time of hours, minutes, and seconds.
 - iii. The frame sequence.
 - iv. Location identifiers – name of closest intersection and/or streets or other appropriate identifiers.
 - v. The speed of the vehicle at the time of the violation.
3. Be capable of providing an image visible to the naked eye of the license plate of the vehicle. The image may be digitized for retrieval and archiving purposes; however, the original images must be maintained until such time as the case has been completely adjudicated.
4. Be able to automatically detect a vehicle that is violating a set speed.
5. Include camera enclosures that are tamper-proof.
6. Proposals shall describe in detail the maximum coverage area of the camera, how many lanes, etc.
7. All equipment supplied pursuant to this RFP shall be certified new and current and manufacturer certified to be in good working condition and capable of all warranties.
8. The proposal shall identify operational standards for the system offered, including downtime for the camera, percentage of images that cannot be processed, and other operational characteristics that may have an impact on the effectiveness of the system.
9. The County requires the option to purchase and install additional cameras at a fixed price.
10. The equipment supplied must be of new manufacture (not used or demo units) and best quality and installed in accordance with approved recommendations of the manufacturer thereof and must conform to the equipment specifications listed in this RFP.
11. The respondent must provide and install all equipment necessary to meet the requirements of this RFP.
12. The equipment must meet all applicable State, Local and Federal standards and specifications and be of a type approved for this use.

13. The equipment must be capable of executing its functions so that it performs according to and fulfills the requirements of Bernalillo County.

B. Technology Requirements

1. The respondent must propose and supply a product line that, to the best of its knowledge, is not obsolete or near obsolete.
2. Provide clear and readable images twenty-four hours a day in any type of weather conditions, including but not limited to, bright sunlight, darkness, wind, rain, or snow.

Provide images that clearly show:

- i. The scene of location where the violation occurred.
 - ii. The vehicle in violation identified by color, make and model of vehicle.
 - iii. The license plate of the vehicle including license plate numbers and letters and state of issuance.
2. Should equipment or technological upgrades become available during the course of the project, the vendor must offer the County the opportunity to upgrade their equipment at no charge.
3. Only equipment or production models that have been satisfactorily demonstrated to the County, or that have a demonstrated record of successful deployment by other law enforcement agencies, in similar-sized counties will be used. The county should not be either the smallest or largest customer of the vendor. The vendor must document successful deployments by including the names and telephone numbers of contact persons as part of the reference requirements of this RFP.
4. The equipment must be capable of detecting and displaying in a digital readout manner the speed of target vehicles.
5. The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one mile per hour (+/- 1 mph) of the actual speed of target vehicles.
6. Cameras must be capable of high-speed image capture on multi-lane streets (a minimum of four lanes of traffic) and be capable of capturing high-resolution images of offending vehicles.
7. Speed and ease of processing - the system must be able to load images in a timely manner (less than one minute) for approval by law enforcement personnel.

C. Installation of Enforcement Cameras

1. All installations shall be in accordance with all current professional standards as set forth by the Bernalillo County Operations and Maintenance Department and the State of New Mexico Department of Transportation.
2. The Contractor shall work in conjunction with Bernalillo County Operations and Maintenance Department, in all matters related to County traffic signal connections.
3. The Contractor shall ensure that a traffic control plan is submitted to the County or any other applicable entity for review and approval prior to any work being performed in the roadway by either the Contractor or its Subcontractor.
4. The Contractor is required to obtain all required work permits and comply with all requirements set forth in it.
5. The Contractor is required to obtain all required work permits and comply with all requirements set forth in it.

6. The Contractor's installation processes shall conform to local, state and federal requirements and guidelines and be approved by the Bernalillo County Operations and Maintenance Department.
 7. The Contractor's system shall provide a convenient means of disconnecting the power for the Automated Traffic Enforcement System.
 8. The County's contract administrator shall retain the right to disconnect the Contractor's system when, in the opinion of the County it is in the best interest of the County to do so for purposes of maintenance, repair, troubleshooting, or other reasons related to the proper operation.
 9. Installation shall be accomplished at night and in a manner to minimize disruption to traffic flow.
 10. The Contractor shall provide a mobile unit(s) that can easily be relocated from location to location. Retrieval of information from the mobile unit shall be uploaded to a secure website to be reviewed and approved in the same manner as the static locations.
 11. Subcontractors used under this section must be reputable, licensed, bonded, and efficient providers of service.
- D. Vehicle Information:** Describe method of obtaining vehicle registration information for U.S., Canada and Mexico. List the turnaround time for retrieval of in-state and out-of-state vehicle registration. Provide documentation to substantiate.
- E. Warranty and Maintenance:** The vendor must warrant and maintain all equipment provided to the County throughout the duration of the contract. Include a complete discussion of the warranty for all equipment in the proposal.
- F. Delivery:** The vendor must deliver all equipment to the County. The location of shipment will be determined by the County. No freight or shipping charges will be allowed.
- G. System Maintenance**
1. The contractor must provide maintenance on the photo enforcement unit and related equipment, such as but not limited to, the camera, video, sensors, and computer, during the duration of the contract.
 2. The contractor must provide local service and support response times along with an emergency response policy and the Vendor must provide backup equipment so that no operational downtime is experienced. If repairs and replacement parts need to be provided by the vendor, a substitute photo enforcement unit with comparable functioning equipment must be provided at no charge to the County to prevent downtime. Any downtime in enforcement due to repairs, maintenance, and/or accidents (if on a monthly lease agreement) will result in a reduction in the monthly payment to the contractor prorated to the average number of citations issued per day during the highest citation volume month of the current year.
 3. In order to achieve reasonable reliability and availability, the contractor must provide a preventive maintenance program. Maintenance should occur at scheduled intervals. Maintenance should include the running of diagnostics to ensure the early identification of any component failure.
 4. The vendor must provide a mechanism and procedure for backing up all data files.
 5. The vendor must provide security precautions against unauthorized use and accidental destruction or modification of data as a result of human intervention or other disasters such as power failure.

H. Training Requirements

1. The vendor must provide training for photo enforcement operators and other relevant staff including but not limited to staff from the Operations and Maintenance Traffic section, Sheriff's Office and Finance Departments and the County's IT contractor. The vendor must provide technical instructions on equipment use and operation. Such training must be an appropriate blend of classroom instruction and "hands-on" practical training with the equipment to be used. Course content must include the theory of the device; the technical knowledge required for court purposes; imagery principles; and actual deployment techniques. Subsequent training must be provided for new staff that join the team.
2. The vendor must supply all technical training materials and handouts in sufficient quantities to cover the training of identified persons.
3. The vendor must provide the County with the license to duplicate training materials if necessary.
4. The vendor must provide the training at a County facility.
5. Automated traffic Enforcement Camera Systems training shall include initial training by the Contractor at the start of the Contract and the Contractor shall provide on-going training for the duration of the Contract as requested by the County.

I. Documents and Manuals: The vendor must provide the County with all relevant specifications, manuals, and materials relating to the capabilities and operation of the equipment.

J. Statistical Analysis and Reports

1. The system must incorporate a software application capable of computing and analyzing time, date, speed, number of vehicles, weather, and other data required for automated citation generation and traffic analysis.
2. The vendor must provide the County with a monthly report within ten (10) days following the end of the month.
3. The monthly report must include the following:
 - i. The total number of citations issued, dates and amounts of the citations.
 - ii. The total number of outstanding citations.
 - iii. The total number of images and percentage of total vehicles whose image was taken.
 - iv. The total number and percentage of violations, delineated by speed and location.
4. Reports must be available in CSV, XLSX, and PDF file types.
5. The vendor must provide the County with the ability to research and generate custom reports.

K. Archiving and Storing

1. Respondent shall offer digital image storage system. The County will require online retention of images and data for a period of twelve (12) months.
2. Retrieval of archived information must be available within eight (8) working hours of a request for retrieval.

L. Court Challenges: The vendor must provide on demand a technically qualified witness to provide expert testimony in court with respect to photo enforcement technology if necessary.

M. Citations and Records

1. The vendor will be responsible for processing and delivering violator images and data daily to a secured website for review by the Bernalillo County Sheriff's office.
2. The vendor will use the license plate number from the photographs to identify the vehicle owner from the Department of Motor Vehicle records.
3. The vendor must prepare and mail citations, photos, and required forms within ten (10) business days to all violators for those images approved by the Sheriff's office staff.
4. The vendor must provide an electronic file containing all of the data on the respective citations to Bernalillo County. The file format must be acceptable to the respective parties.
5. The vendor must maintain and provide supporting records of violations to the County.
6. The vendor must maintain a proper chain of evidence that meets the needs and requirements of the County.
7. The vendor must destroy all images within twelve (12) months when the Sheriff's office and the court dismiss citations or when citations are not issued.
8. The vendor must provide an audit trail of all voided and destroyed images.

N. Patents/Copyrights

1. The County requires that all hardware, software and system technology provided by the respondent for this project must be of original development by, or under license to, the respondent and must not infringe upon or violate any patent, copyright, or trade secret of any person or company.
2. The contractor agrees to incur the cost of defending any suit or proceeding brought against the contractor or County, who alleges that all or any part of the RADAR/LIDAR camera technology provided by the contractor infringes on any patent, copyright, or trade secret. In addition, the contractor agrees to pay all damages and costs awarded against the County or contractor as a result of any such suit or proceeding, including attorney's fees.
3. In the event that such a suit or proceeding is held to constitute an infringement, the contractor agrees to incur the expense of either 1) procuring for the county the right to continue using the technology or any part of it; 2) replacing the technology or any part of it with non-infringing technology that is equal or better than the originally installed equipment; or 3) modifying the technology or any part of it to the County's satisfaction so that it becomes non-infringing.
4. Should none of the above options be possible or feasible, the County shall require the contractor to remove the technology from the County's premises at no cost to the County. The contractor shall be held financially responsible for all costs incurred by the County for the replacement of the infringing technology with non-infringing technology from another contractor.

VI. TECHNICAL SUBMITTAL REQUIREMENTS

Offeror(s) are to provide sufficient detailed written documentation to demonstrate responsiveness for items A-D listed below. Failure to provide written documentation to demonstrate responsiveness may deem proposal non-responsive and proposal may be rejected.

- A. Experience, Qualifications and Approach:** The proposal shall indicate how well the team's qualifications and experience relate to this specific project. A project manager for the respondent must be specified as well as the team members and each member's responsibility. A list of all subcontractors, if any, to be utilized by the proposing firm shall be included. Provide for each subcontractor: firm name, address, and contact person(s). Include a detailed description of the work to be performed by each subcontractor.

This section shall also include:

1. Approximate number of people to be assigned to the project.
2. Extent of principle involvement.
3. Team qualifications and experience in similar or related projects.
4. Names of key members who will be performing the work on this project and their responsibilities.
5. Resources available to perform the work for the duration of the Project.
6. Respondent's internal procedures and/or policies for work quality, accuracy, and timely customer service.

- B. Project Understanding and Approach.** The responding firm shall state in detail its understanding of the project as outlined and a detailed proposal that includes the firm's proposed methods to complete the project, including availability and resources, the system to be used, installation plan, process for citations, and invoicing method. Details to be included under this section include:

1. Descriptive information on the major system components, equipment, facilities, and services, and how they will function together to meet the requirements of the County.
2. Explain the procedure for determining and repairing equipment malfunctions.
3. Provide information on the percentage and kinds of errors experienced by the respondent resulting from citation processing services.
4. Provide details on how images will be destroyed when citations are dismissed or not issued.
5. Describe your ability and strength in providing citation-processing services from the time the image is taken until the citation is in the mail.
6. In accordance with the County's organizational standards and requirements, any proposed solution must be compliant with the Administrative Instruction IT 10 as shown in Attachment A, specifications related to cloud services and technologies. Vendors are expected to provide documentation or evidence of adherence to the Administrative Instruction IT10 standard in their proposal submissions.

C. References: Offeror must provide a minimum of three references of other municipalities of a similar size, for automated traffic enforcement cameras and services. Offerors must have provided services for at least two (2) years. Include the following:

1. Name of Municipality, contact name, address, phone number, and email address.

D. Financials

One (1) copy of the Offeror's 2021 and 2022, audited Balance and Income Statements (Statement) shall be uploaded into the Bonfire portal separately and titled "FINANCIAL STATEMENTS". If an audited financial statement is not available, Offeror shall provide its most recent accountant compiled Balance and Income Statements.

The failure to provide the required information for each year as requested shall result in receiving zero (0) points for the year not submitted.

Point value for each Statement shall be as follows:

2021 – 5 points

2022 – 5 points

E. Cost

Offeror(s) shall provide a completed cost response utilizing the cost sheet in Bonfire. The Contractor collects the fines, pays the County and we reimburse the Contractor for the fee. Cost points will be determined by the flat fee for each paid citation. The fee identified in the cost form must include all equipment, replacement, training, setup, maintenance charges. Offerors are also to provide a schedule of fees as it pertains to the SOW in Section IV.

VII. EVALUATION CRITERIA

A. Selection Process: A Selection Committee that may include internal and external members has been selected for the purposes of evaluating the proposals. On the basis of the evaluation criteria established in this RFP, the Selection Committee shall submit to the Purchasing Manager a list of qualified Offerors in the order in which they are ranked. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Selection Committee. Offerors should be prepared to respond to requests by the Purchasing Manager on behalf of the Selection Committee for clarification, best and final offers, finalist interviews, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the County, at its option, may award this request on the basis of the evaluation of the initial offers without conducting interviews.

B. Evaluation Criteria: A maximum total of 100 points are possible in scoring each proposal for the evaluation. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap information in other criteria. Offerors are encouraged to fully address each criteria completely, as points are assigned for responses to each separately. The evaluation criteria to be used by the Selection Committee for the proposal and the corresponding point values for each criteria are as follows:

C. Evaluation Factors: (Buyers work with department to establish criteria and points).

1. Experience, Qualifications and Approach 35 points

2. Project Understanding and Approach 35 points

3. Financials: 10 points

2021 – 5 points

2022 – 5 points

5. Cost (Buyers note, the formula to be used for cost is provided below):

$$\frac{\text{Cost of Lowest Offeror}}{\text{Cost of this Offeror}} \times \text{Maximum Cost Score (} \underline{20} \text{)} = \text{Cost Score of this Offeror}$$

Total Possible Points 100

D. Interviews/ Demonstrations (applicable to Finalists only)

If an interview/demonstration is held, the Purchasing Manager will distribute demonstration questions and instructions to the finalists prior to scheduled interview. A maximum total of 100 points are possible in scoring each interview for this RFP. The Selection Committee may, at their discretion, request additional clarification as to the contents of the RFP submittal from any of the Offeror(s).

Finalists will be required to demonstrate their proposed equipment and software solution during the interview process to demonstrate functionality and address questions.

All Finalists should be prepared to be available to provide on-site demos at the County main office. The Offeror's team should consist of:

- Person(s) who support server and database hardware
- Person(s) who support integration and has knowledge of proposed system.
- Person(s) who will answer committee member questions

- The person with primary responsibility and final authority for the project throughout the term of any potential contract

The Offeror will be responsible for any cost incurred for travel, if applicable, in order to demonstrate the capability of the system.

- E. Application of Preferences (Point-Based):** The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix B for applicable preference percentage) by the “Total Possible Points” in Section VI. C above. Only those Offerors who provide the required preference certificate in accordance with Section II.D.3 and Appendix B, will receive additional points, which will be added to their already evaluated score.

Application of Preferences (Weight-Based): (applicable only if an interview is held): Rankings for the evaluation of written proposals are weighted 45% and ranking from the interviews are weighted 55% in determining the final selection as shown in Appendix A. The preference points shall be calculated by multiplying the applicable preference percentage (see Appendix B for applicable preference percentage) by the “weighted points”. Only those Offerors who provide the required preference certificate in accordance with Section II.D.3 and Appendix B, will receive additional points, which will be added to their already evaluated score.

Note: if an interview is not held, the preference points will be based on the “Total Points” of Section C only.

**SECTION VIII
PROPOSED DRAFT AGREEMENT**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and _____, (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Proposals for Automated Traffic Enforcement System, RFP No. 13-24-NM, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Proposal, dated October 26, 2023, in response to RFP No. 13-24-NM, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services

The Contractor shall provide Automated Traffic Enforcement Cameras and Services in accordance with Exhibit A as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement.

2. Inferior Materials

All services, found to be inferior to the quality specified in RFP No.13-24-NM, or deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part, and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items within thirty (30) consecutive calendar days of the receipt of notice of rejection.

3. Term

This Agreement shall become effective upon the date of final execution and shall continue for a three (3), two (2) year periods for a total of six (6) years unless terminated by either party pursuant to the termination provisions contained herein.

4. Use of Agreement

With the consent of the Contractor, other Central Purchasing Sections (NMSA 1978, §13-1-37 and Ordinance §2-371), may purchase under this Agreement, provided that the services are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Section and the Contractor.

5. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to terminate the Agreement. The County reserves the right to recover any excess costs incurred by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:

The County Purchasing Section
415 Silver Ave. SW, 6th Floor
Albuquerque, NM 87102

The official address of the Contractor is:

6. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Bernalillo County Commission for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Bernalillo County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. Termination for Convenience of County

The County may terminate this Agreement at any time by giving at least thirty (30) calendar days notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid in the amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments previously made.

8. Termination by Contractor

The Contractor may terminate this Agreement on an annual basis at the expiration of each year of the term of this Agreement by giving written notice to the County at the address listed herein at least sixty (60) calendar days prior to the expiration of each year of the term of this Agreement. The expiration of each year for termination purposes shall be defined as 365 days from the date of execution of this Agreement and every 365 days thereafter for the term of this Agreement.

9. Compensation and Method of Payment

- A. The County will pay to the Contractor in full payment for services rendered, the sum of \$ _____ or at the rates listed in Exhibit ____, attached hereto, plus applicable New Mexico Gross Receipts Tax, which constitutes full and complete compensation for the Contractor's services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such services.
- B. Method of Payment: Upon completion of work in a manner satisfactory to the County, and upon receipt by the County of a properly documented invoice, payment to the Contractor will be made within thirty (30) days from receipt of the invoice. Except as otherwise agreed to, late payment charges may be assessed against the County in the amount and under the conditions set forth in Ordinance §2-381.
- C. Invoices: Invoices shall be mailed, faxed, or e-mailed to: Bernalillo County Accounts Payable Office, 415 Silver Ave. SW, Albuquerque, New Mexico 87102, Fax Number (505-468-7201) or E-Mail Address: accountspayable@bernco.gov.

10. Independent Contractor

Neither the Contractor nor its employees are considered to be employees of the County for any purpose whatsoever. The Contractor is considered to be an Independent Contractor at all times in the performance described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the state of New Mexico, or to any of the benefits granted to employees. The Contractor shall not accrue leave, retirement, workers' compensation benefits, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County, as a result of this Agreement. The County shall provide no liability

coverage to the Contractor. The Contractor acknowledges that all sums received hereunder are reportable for income tax purposes as applicable for self-employment or business income, and New Mexico Gross Receipts Tax.

11. Personnel

- A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services as described under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.
- B. The services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in performing the services shall be fully qualified and shall be authorized or permitted under federal, state and local laws to perform such services.
- C. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any portion of the services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

12. Indemnity

Contractor shall defend, indemnify and forever hold and save the County, its elected officials and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses and reasonable attorneys' fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto, if caused by the negligent act, error, or omission, or intentional act, error, or omission of the Contractor, its officers, employees, servants or agents.

13. Reports and Information

At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement.

14. Audits and Inspections

At any time during normal business hours and as often as the County may deem necessary, there shall be made available to the County for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the County to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

15. Insurance

Prior to the commencement of the work to be performed under this Agreement, and until final acceptance by Bernalillo County or work covered, the Contractor shall procure and maintain at the Contractor's expense, insurance coverages and limits shown below. This insurance shall be provided by insurance company authorized to do business in the State of New Mexico and in good standings based on the A.M. Best rating of A- or better or the Standards and Poors' rating of AA or better. Said policies shall cover all cover the services and operations under this contract or agreement whether performed by the Contractor, the Contractor's agents, employees or by a subcontractor authorized by the contractor with a current Certificate of Insurance provided to the Contractor and listing the County as an "additional insured" and maintaining it for the duration of this agreement. All insurance shall remain in full force and effect for the entire period of the work, up to and including final acceptance and the removal of all equipment and employees, agents and subcontracts therefrom, or as otherwise indicated in this Agreement. Where required in

this Agreement, an Additional Insured Endorsement Form shall be supplied with each Certificate of Insurance.

- A. Commercial General Liability, which shall be written on an occurrence form with coverage at least as broad as a standard ISO CG 00 01 occurrence form, including operations, products and completed operations, and contractual liability with limits not less than:

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate
\$2,000,000 Prod & Completed Operations
\$2,000,000 Aggregate

1. The Commercial General Liability Coverage shall include the following endorsements:

- a. The County, its officials, agents, and employees shall be included as Additional Insureds ("Additional Insureds") using ISO Additional Insured endorsements CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement. If the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the Additional Insureds
- b. A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
- c. A Primary, Non-contributory endorsement in favor of the Additional Insureds or a blanket primary, non-contributory endorsement
- d. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management, 415 Silver Ave SW Albuquerque, New Mexico 87102

2. The Commercial General Liability Coverage shall not include the following endorsements:

- a. Amendment of Contractual Liability.
- b. Total Pollution Exclusion.
- c. Cross Claims or Cross Suits Liability Exclusion.
- d. X, C, U Exclusion (Explosion, Collapse, and Underground Hazard)

- B. **Automobile Liability Insurance**, with coverage at least as broad as a standard ISO Business Auto CA 00 01 form with limits not less than:

\$1,000,000 Per accident, Bodily Injury, Property Damage Owned, hired and non-owned automobiles.

The County, its officials, agents, and employees shall be included as Additional Insureds ("Additional Insureds") or a blanket additional insured endorsement.

1. A Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
2. A Primary, Non-contributory endorsement in favor of the Additional Insureds

or a blanket primary, non-contributory endorsement.

3. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10-days prior notice. All insurance documents must be delivered to the Risk Management Dept. 6th fl 415 Silver Ave SW, Albuquerque, New Mexico 87102.

C. Workers' Compensation Insurance including statutory coverage as required by the State of New Mexico and including Employers' Liability with limits not less than:

\$1,000,000 Each accident
\$1,000,000 Policy limit bodily injury by disease.
\$1,000,000 Each employee bodily injury by disease.

The Workers' Compensation coverage shall include the following endorsements:

1. Waiver of Subrogation endorsement in favor of the Additional Insureds or a blanket waiver of subrogation endorsement.
2. Written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management Dept. at: 6th Floor, 415 Silver Ave SW, Albuquerque, NM 87102. The Contractor shall comply with the provisions of the Workers Compensation Act of the State of New Mexico, (the "Act"). If the Contractor has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify Bernalillo County and comply with the Act should it employ three or more persons during the term in providing services to the County. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, the services provided by the Contractor may be terminated effective immediately.

D. Umbrella or Excess Liability coverage with limits not less than:

\$10,000,000

Excess over the Commercial General Liability, automobile Liability and Employer's Liability.

1. The Umbrella or Excess Liability coverage shall include the following endorsements:
 - a. All endorsements required under Paragraphs:
1.a. (i), 1.a. (ii), and 1.a.(iii) above.

E. Professional Liability Insurance with limits not less than:

\$1,000,000 Per Occurrence/Claim
\$2,000,000 Aggregate

1. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement.
2. This insurance requirement applies when the Contractor is providing project management, design-build, engineer, architect, or other types of

professional services to Bernalillo County.

3. The policy shall contain a retroactive date no later than the effective date of the contract.
4. The policy should contain an extended reporting period of not less than three (3) years after the termination of this contract.

F. Technology Error & Omission:

\$1,000,000 Per Occurrence/Claim
\$2,000,000 Aggregate

Coverage may be included on the GL or Professional Liability policy or on a standalone basis.

G. Cyber Liability:

\$1,000,000 Per Occurrence
\$2,000,000 Aggregate

- H. Subcontractor Insurance.** Contractor shall cause all subcontractors it engages to perform work pursuant to this contract to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability, Automobile Insurance, and any other insurance customarily maintained by others engaged in subcontractor's trade or with similar expertise. Such insurance shall be in a form and with limits deemed appropriate by Contractor for work to be performed by its subcontractors hereunder. Contractor shall require all subcontractors to obtain endorsements required under 1. a. (i), 1.a.(ii), 1.a. (iii), and 1.a. (iv), above.

- I. Approval of Insurance.** Even though a "Notice to Proceed" may have been given by Bernalillo County, the Contractor or Subcontractor(s) shall not begin work under this Agreement, or solicitation, until the required insurance has been obtained and the proper Certificates of Insurance (or insurance policies) have been filed with Bernalillo County, adding Bernalillo County as an additional insured as required herein. Neither approval nor failure to approve certificates, policies or insurance by Bernalillo County shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

- J. Deductibles/Self-Insured Retentions.** Should any of the insurance policies contain either a deductible or self-insured retention, the Contractor or Subcontractor shall be responsible to pay that deductible or self-insured retention and the County shall not be responsible to pay these costs.

- K. Broader Coverage & Limits.** Should Contractor or any Subcontractor maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of Bernalillo County.

- L. Cancellation/Non-Renewal.** Should any required insurance policies be cancelled or non- renewed, Contractor or subcontractor(s) shall provide written notice of cancellation to Bernalillo County, providing 30-days prior notice of cancellation or non-renewal, excepting only non-payment of premium, which shall require 10-days prior written notice. All insurance documents must be delivered to the Risk Management Dept. Attn: 415 Silver Ave SW Albuquerque, New Mexico 87102.

- M. Claims Made Policies.** If any coverage is maintained on a claims-made basis,

the following shall apply:

1. The retroactive date must be shown and must be before the date of this Agreement or the beginning of any work or services under this Agreement.
 2. Coverage must be maintained, and evidence of coverage must be provided for at least three (3) years after termination of this Agreement.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after termination of this Agreement.
- N. Increased Limits.** If, during the life of this Agreement or solicitation, the legislature of the State of New Mexico increases the maximum limits of the liability under the Tort Claims Act, Bernalillo County may require the successful Contractor to increase the maximum limits of any insurance required herein. In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.
- O. Severability of Interest.** A severability of interest provision must apply for all the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
- P. Certificates of Insurance.** Shall be filed by Contractor with Bernalillo County evidencing all the insurance coverages required in this section at the time this Agreement is executed.
1. All Certificate of Insurance will be required to list the County as an "additional insured" and be listed as the Certificate Holder. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant.
 2. Each successive year during the insurance requirement period shall be filed in the same manner.
 3. The failure to furnish such evidence may be considered default by the Contractor. Bernalillo County reserves the right to require complete copies of all required insurance policies, at any time.
 4. It is the obligation of the Contractor to obtain and maintain records of the required insurance coverages from all subcontractors' until beyond the statute of limitation in the jurisdiction of the project.
 5. All subcontractors' records maintained by the contractors is required to list the County as an 'additional insured'. The information contained in these Subcontractor insurance records shall be made available to Bernalillo County immediately upon request.
16. Record Ownership
- It shall be clearly understood and agreed between the parties that the County is and shall be the owner of all documents and records pertaining to any matter undertaken by the Contractor pursuant to this Agreement.

17. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

19. Conflict of Interest

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work required under this Agreement.

20. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understandings, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

21. Notice

Any notices required to be given hereunder shall be sent to the principals at the addresses specified in Section 5 herein. If either party shall change addresses or principals, then such party shall promptly notify the other party in writing. If no notification is made, then notice shall be deemed effective if sent to the principals at the addresses specified in Section 5 herein.

22. Code of Conduct

The Contractor agrees to abide by the Code of Conduct (<https://www.bernco.gov/compliance-office/bernalillo-county-code-of-conduct/>) of the County as it applies to Contractor's interactions with the County. Any violation of the Code of Conduct shall be considered a breach of this Agreement.

23. Compliance with Applicable Law

Contractor shall comply with all applicable state, federal, municipal and county laws, rules and ordinances.

24. Unfair Business Practices

Pursuant to and in accordance with Ordinance §2-376, and the Unfair Business Practices Disclosure Form submitted by the Contractor in Exhibit B, attached hereto, the Contractor agrees to the following:

- A. It has not participated in Unfair Business Practices as defined in the Unfair Business Practices Disclosure Form included in Exhibit B
- B. That during the term of this Agreement, the Contractor shall report all Unfair Business Practices violations to the Procurement and Business Services Department.
- C. This Agreement may be terminated as a result of its engaging in Unfair Business Practices.

25. Waiver

No waiver of any breach of any of the terms or conditions of this Agreement shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

26. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and regulations pertaining to equal employment opportunity. If Contractor is found to be not in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

27. Applicable Law

This Agreement shall be governed by the laws of the state of New Mexico.

28. Changes

The County may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.

29. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

30. Construction and Severability

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

31. Enforcement

The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

32. Penalties

The Ordinance, §2-356 through 2-402, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

33. Entire Agreement

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

34. Approval Required

This Agreement shall not become effective or binding until approved by the Bernalillo County Commission or designee.

35. Facsimile/Electronic Signature

A signature sent by facsimile or electronically shall have the same legal effect as if the original has been signed in person. This provision will apply to all documents associated with this Agreement.

SIGNATURE PAGE

Motion to approve _____, this _____ day
of _____, 201____.

BOARD OF COUNTY COMMISSIONERS

, Chair

, Vice Chair

, Member

, Member

, Member

APPROVED AS TO FORM:

W. Ken Martinez, County Attorney

Date: _____

ATTEST:

Linda Stover, County Clerk

Date: _____

CONTRACTOR:

By: _____

Date: _____

New Mexico Gross Receipts Tax Number

Federal Tax Identification Number

APPENDIX A

Final Ranking

Rankings for the evaluation of written proposals are weighted 45% and rankings from the interviews are weighted 55% in determining the final selection. The combined weighted rankings of written proposals and the interview determine the final rankings. The firm with the highest ranking (lowest numerical total) shall be awarded the selection. A sample of the selection ranking determination is given below.

<u>Proposal Submittal (45%)</u>		<u>Interview (55%)</u>	<u>Final Ranking</u>
Firm A 1 st	3 rd	$(1 \times .45) + (3 \times .55) = 2.1$	3
Firm B 3 rd	1 st	$(3 \times .45) + (1 \times .55) = 1.9^*$	1
Firm C 2 nd	2 nd	$(2 \times .45) + (2 \times .55) = 2.0$	2

*Highest ranking (lowest numeric total) is awarded the selection.

All overall committee rankings, including written proposals, interview, and final rankings are public record and will be available for public inspection after final award of the project. Individual scores and rankings by each committee member shall be confidential. Ties in ranking by individual committee members and by collective committee rankings shall be scored using the sum of the ranking places, divided by the number of firms in a tie. The following is an example of scoring, for a tie at first.

<u>Scoring</u>	<u>Numerical Ranking</u>
Firm A Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm B Tie	$(1^{\text{st}} + 2^{\text{nd}}/2) = 1.5$
Firm C 3 rd	= 3

A tie for first, at the end of the final rankings shall be broken by a separate ranking by the Selection Committee members, only ranking the firms involved in the tie. If a tie still exists after ranking only the tied firms, the Chair of the Selection Committee shall break the tie.

Point Calculations

All calculations of point standings, including any addition or deduction of points to Offeror submittals shall occur at a meeting of the Selection Committee, with all members in attendance.

APPENDIX B

Application of Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended) and County Ordinance 2-367 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

Offerors must submit a valid preference certificate issued by the Taxation and Revenue Department with their Proposal. If the required preference certificate is submitted, the following preferences shall apply:

- State Resident Business: means a business that has a valid Resident business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.
- State Resident Veteran Business: means a Business that has a valid Veteran Resident Business certificate issued by the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978.

Application of Preferences (Point-Based)

- five (5) percent of the total possible points (State Resident Business)
- ten percent of the total possible points (State Resident Veteran Business)

Application of Preferences (Weight-Based)

- five (5) percent of the total weight (State Resident Business)
- ten percent of the total weight (State Veteran Resident Business)

Offerors are not eligible to receive both a Resident Contractor preference and a Resident Veteran Contractor preference.

County Preferences shall be applied as follows:

- Local Business means a business that holds a valid Resident Business/Contractor certificate from the New Mexico Taxation and Revenue Department pursuant to 13-1-22, NMSA 1978 and maintains an office and place of business in Bernalillo County, which is staffed and open to the public on a regular basis, subject to verification by the County.
 - five percent shall be applied to a qualified proposal.
- Small Business shall mean a Local Business which employs an average of fewer than fifty (50) full-time employees in a calendar year, which number shall be verified by **submittal of an affidavit from a Certified Public Accountant**.
 - five percent shall be applied to a qualified proposal.
- Pay Equity Business means any business that maintains a zero percent (0%) deviation of between the salaries paid to men and salaries paid to women for comparable positions, as reported in the Pay Equity Reporting form that has been submitted by each Offeror. For purposes of this definition, comparable positions are those listed in the Job Classification Guide 2010 (as may be updated and amended from time to time) published by the federal Equal Employment Opportunity Commission.

The City of Albuquerque ("COA"), Bernalillo County, and the Albuquerque Bernalillo County Water Utility Authority have created a collaborative Gender Pay Equity Initiative.

To be eligible for the Pay Equity preference, the Offeror must, at the time of RFP submittal, hold a valid Pay Equity Business Certificate ("Certificate") issued by the City of Albuquerque.

The Certificate will be issued upon completion of a signed Pay Equity Reporting form, which must be submitted with the proposal. See Section II.D.4 for additional information.

- five percent shall be applied to a qualified proposal that at the time of submittal holds a valid Pay Equity Business Certificate issued by the COA on behalf of the County.

If necessary, the Central Purchasing Office may seek additional information or proof to verify a local business eligibility for a local preference.

Only the Offeror submitting proposal and not a subcontractor may qualify for a preference.

Limitation (percentage): The total amount of all preferences applied including the applicable State preference, for the purchase of Tangible Personal Property, Services or Construction in any single award shall not exceed 15%, with the limit on State preferences as set forth under the New Mexico State Procurement Code.

County Preference Limitation (dollar amount): When applying the County preferences, the total dollar amount of County preferences shall never exceed \$150,000.00.

Protests: The procedures provided in the Ordinance governing protests and judicial review apply to a protest concerning the awarding of a Contract in violation of eligibility and application of the preference.

Application of preferences shall not apply when the expenditure includes federal funds for the specific purchase is involved, or when the expenditure of grant funds includes a condition of which prohibits a local preference.

Exhibit “C”
City of Mount Dora Pricing Terms

EXHIBIT A
PHOTO ENFORCEMENT SERVICES AGREEMENT
MOUNT DORA, FLORIDA AND
ALTUMINT, INC

1. Service Location: School zone speed enforcement zones as directed by CLIENT and mutually agreed to by Altumint that could be serviced by a variety of Altumint VioCam technologies including, but not limited to fixed poles, trailers, and/or transportable options. Additional Enforcement sites can be added by mutual agreement.
 - a. Phase I will include two VioCam Speed Detection Systems at each of these schools:
 - i. Round Lake Elementary School 3133 Round Lake Rd. Mount Dora, FL 32757
 - ii. Triangle Elementary School 1707 Eudora Rd. Mount Dora, FL 32757
 - iii. Mount Dora Middle School 1405 Lincoln Ave Mount Dora, FL 32757
2. **Fee due to ALTUMINT:** For the provisioning, deployment, operation, maintenance & service of each Speed Detection System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Speed Detection System(s)	Number of Systems	Monthly Rental Fee for Each Speed Detection System	Fixed Violation Processing Fee
VioCam Speed Camera System	As described above.	22% of total fine revenue	N/A
ALPR Cameras	One per each deployed VioCam Speed Camera System	No Charge	N/A

Exhibit “D”
Insurance Requirements

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

- | | |
|--|--|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida
Statutes, Chapter 440 and all
Federal Government Statutory Limits and
Requirements. |
| ☒ 2. Commercial General Liability
(Occurrence Form) patterned
after the current I.S.O form
with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

\$2,000,000 single limit per
occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Contractor shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Contractor or anyone employed or utilized by the Contractor/Vendor/Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- | | |
|--|---|
| ☒ 4. Automobile Liability | \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Firm/Vendor/Proposer shall ensure that all subs, if applicable, comply with the same insurance requirements that he is required to meet. The same Firm/Vendor/Proposer shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state “**RFP #22-XX-XXX “INSERT TITLE HERE”**”.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

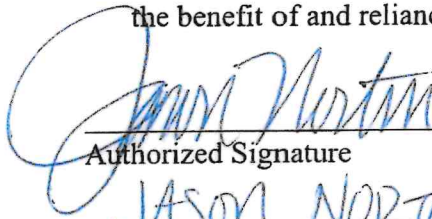
Exhibit “E”
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of ALTUMINT, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.


Authorized Signature
JASON NORTON
Printed Name

ALTUMINT
Company
Chief Revenue Officer
Title

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged and sworn to before me by means of [☒] physical presence or [☐] online notarization of Jason Norton, as Chief Revenue Officer of Altumint, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 28 day of January, 2025.



Lisa Yagid-Castillo
Comm. #HH094750
Expires: Feb. 17, 2025
Bonded Thru Aaron Notary


NOTARY PUBLIC



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Odor Issues

Introduction:

Project: Odor issues and status of City's Wastewater Plant #2

Discussion:

City utility staff to provide updates.

Wastewater Treatment Plant #2 (Located on US Highway 441). City's Web Page Link:

<https://ci.mount-dora.fl.us/1459/Wastewater-Treatment-Plant-2>

Budget Impact:

City's Utilities Department has budget items for on-going maintenance items.

Strategic Impact:

GOAL 2: Infrastructure / Public Safety

Recommendation:

Informational Item.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Andrew Marsian, Director of Utilities and Plant Operations
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 1/23/2025
Approved - 1/23/2025
Final Approval - 1/23/2025



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Witherspoon Lodge

Introduction:

This is an opportunity for staff and City Attorney to brief the City Council with a follow-up from the Council meeting on January 21, 2025.

Discussion:

City attorney to provide information and options on this historic site.

Budget Impact:

N/A

Strategic Impact:

Continue to enhance historic properties and sites.

Recommendation:

Provide City staff direction based on discussions at the February 4, 2025 City Council meeting.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk



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

DATE: February 4, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Informational - Purchasing Division Report on Emergency Purchases

Introduction:

This is an opportunity to provide information to City Council regarding Emergency Purchases.

Discussion:

Pursuant to Sections 3.4-1.I. of the City of Mount Dora Purchasing Policy adopted by City Council under Resolution No. 2021-107, information about the following emergency purchases is provided to City Council:

Below are the complete invoicing for Category A - Debris Hauling, being submitted for FEMA reimbursement. All FEMA guidelines were followed and full reimbursement is expected. Other categories will be included in City Managers Report as information is finished being gathered and submitted.

Attachment	PO#	Invoice #	Vendor	Invoice Total	Payment Date:
Invoice	25-01289	C4410_0001	Ceres Environmental Services, Inc.	384,012.80	1/16/2025
Invoice	25-01288	3875	Debris Tech LLC	24,278.70	12/05/2024
Invoice	25-01288	3912	Debris Tech LLC	46,333.40	12/05/2024
Invoice	25-01288	4036	Debris Tech LLC	53,663.70	12/05/2024
Invoice	25-01288	4076	Debris Tech LLC	77,027.50	12/05/2024
Invoice	25-01288	4199	Debris Tech LLC	2,682.00	12/26/2024

Invoice	25-01427	1562512	Mid Florida Material	157,784.96	1/16/2025
Invoice	25-01427	1575920	Mid Florida Material	90,921.98	1/16/2025
Invoice	25-01427	1581957	Mid Florida Material	13,275.78	1/16/2025
Invoice	25-01427	1586102	Mid Florida Material	3,060.23	1/16/2025
Invoice	25-01427	1590005	Mid Florida Material	1,325.59	1/16/2025
Total:				\$854,366.64	

Budget Impact:

As indicated, should be fully reimbursable.

Strategic Impact:

Goal #: Fiscal Resources

Recommendation:

Informational only.

Attachment(s):

1. Ceres Invoice Submittal Package - Mount Dora PE 12-4-2024
2. DebrisTech Invoice #3875 - MountDoraFLMilton - Period Ending 2024-10-19
3. DebrisTech Invoice #3912 - MountDoraFLMilton - Period Ending 2024-10-26
4. DebrisTech Invoice #4036 - MountDoraFLMilton - Period Ending 2024-11-09
5. DebrisTech Invoice #4076 - MountDoraFLMilton - Period Ending 2024-11-23
6. DebrisTech Invoice #4199 - MountDoraFLMilton - Period Ending 2024-12-14
7. Cat A - Invoice Total
8. Mid Florida - 1562512
9. Mid Florida - 1575920
10. Mid Florida - 1581957
11. Mid Florida - 1586102
12. Mid Florida - 1590005

Prepared by: Matthew Dodson, Budget Officer
Reviewed by: Matthew Dodson, Budget Officer
Rita Meade, Finance Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 1/21/2025
Approved - 1/23/2025
Approved - 1/23/2025
Final Approval - 1/23/2025



December 16, 2024

Mount Dora, FL
Attn: George Marek, P.E.
Director of Public Works
900 N Donnelly St.
Mount Dora, FL 32757

RE:
Ceres Environmental Services Invoice Submittal – PE 12/4/2024
Hurricane Helene Debris Removal

Dear Mr. Marek

In response to Hurricane Milton, DebrisTech, LLC has provided services to Mount Dora, FL in accordance with the RFP for Disaster Debris Monitoring Services. As requested, DebrisTech has reviewed the following invoice submitted by Ceres Environmental Services for work completed October 15, 2024, through December 4, 2024. Total validated amount is \$384,012.80.

Invoice #C4410_0001 - \$384,012.80

The ticket data, volumes, and rates for services rendered by Ceres Environmental Services were compared to the detailed recording in the DebrisTech database and found to be accurate and valid. Although DebrisTech does not assure any federal agency reimbursement based on this reconciliation, we do recommend payment on the above invoice be made to Ceres Environmental Services based on the tickets and cost detail. We do not, however, confirm Ceres Environmental Services' compliance with their procurement and contract or local, state, and federal requirements.

Please feel free to contact me with any questions regarding this invoice.

Sincerely,

Buck Dickinson

Buck Dickinson
DebrisTech, LLC

INVOICE



From : Ceres Environmental Services, Inc.
6371 Business Boulevard, Suite 100
Sarasota, FL 34240

Phone: 800-218-4424
Fax: 866-228-5636

Bill to: Mount Dora (City) FL
510 North Baker Street
Mount Dora, FL 32757

Contract: 4410- City of Mt. Dora, FL - Milton 2024

Customer Ref	Invoice Date	Application	Invoice #	Due Date	Terms
	12/08/24	1	C4410_0001	01/07/25	Net 30 Days

Period 10/15/24 to 12/4/24

RFP # 24-PW-002

Details Attached

Please note that this may not be the final invoice for this period. There may be additional tickets billed at a later date.

CLIN #	Description	Unit Price	Units Billed	Retention Held	Amount Billed
2.a	Veg Debris Collection and Removal ROW to FDS 0-15 miles	17.00	20,379.80	0.00	346,456.60
3.a	C&D Debris Collection and Removal ROW to FDS 0-15 miles	17.00	40.60	0.00	690.20
9.b	Removal of Hazardous Trees 13" - 24 .99" diameter	195.00	4.00	0.00	780.00
9.c	Removal of Hazardous Trees 25" - 36.99" diameter	245.00	7.00	0.00	1,715.00
9.d	Removal of Hazardous Trees 37" - 48.99" diameter	298.00	5.00	0.00	1,490.00
9.e	Removal of Hazardous Trees 49" + diameter	345.00	1.00	0.00	345.00
9.f	Hanger Removal	98.00	332.00	0.00	32,536.00
Remit to Address Ceres Environmental Services, Inc. 3825 85th Avenue North Brooklyn Park, MN 55443		Total 384,012.80 Plus Sales Tax : 0.00 Less Retainage : 0.00 Total Due This Invoice : 384,012.80			



923 Goodyear Blvd
Picayune, MS 39466
Phone: 601-658-9598

INVOICE

TO:

Mount Dora, FL

Invoice Number: 3875
Invoice Date: 10/19/2024
Terms:
Due Date: 11/03/2024

PROJECT:

Mount Dora, FL:DT-297 - Mount Dora, FL Hurricane Milton Debris Monitoring

DATE	DESCRIPTION	QTY	RATE	TOTAL
	Debris Monitoring Services period ending 10/19/2024			24,278.70
TOTAL				24,278.70

Make all checks payable to DebrisTech, LLC.

If you have any questions concerning this invoice, contact: Daniel Baxter at dbaxter@debristech.com or (601) 658-9598.

THANK YOU FOR YOUR BUSINESS!

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Debris Monitor							
ANGELO TIMOTHY CASHE							
10/18/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
<i>Subtotal</i>	<i>12.00</i>		<i>\$432.00</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$432.00</i>
CHINIKA LASHAY HAYES							
10/19/2024	11.60	\$36.00	\$417.60	0.00	\$36.00	\$0.00	\$417.60
<i>Subtotal</i>	<i>11.60</i>		<i>\$417.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$417.60</i>
DANIELLE NICOLE WILLIAMS							
10/17/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
10/18/2024	11.60	\$36.00	\$417.60	0.00	\$36.00	\$0.00	\$417.60
10/19/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
<i>Subtotal</i>	<i>34.50</i>		<i>\$1,242.00</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$1,242.00</i>
DEMARIO ANTWON DEMON JACKSON Jr							
10/19/2024	11.20	\$36.00	\$403.20	0.00	\$36.00	\$0.00	\$403.20
<i>Subtotal</i>	<i>11.20</i>		<i>\$403.20</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$403.20</i>
EMILY S SILVIO							
10/15/2024	10.20	\$36.00	\$367.20	0.00	\$36.00	\$0.00	\$367.20
10/16/2024	12.40	\$36.00	\$446.40	0.00	\$36.00	\$0.00	\$446.40
10/17/2024	2.70	\$36.00	\$97.20	9.80	\$36.00	\$352.80	\$450.00
10/18/2024	0.00	\$36.00	\$0.00	12.50	\$36.00	\$450.00	\$450.00
10/19/2024	0.00	\$36.00	\$0.00	11.60	\$36.00	\$417.60	\$417.60
<i>Subtotal</i>	<i>25.30</i>		<i>\$910.80</i>	<i>33.90</i>		<i>\$1,220.40</i>	<i>\$2,131.20</i>
KOSHEME JERMAL RICHMOND							
10/19/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
<i>Subtotal</i>	<i>11.40</i>		<i>\$410.40</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$410.40</i>
MAKCQUELL JAMAUL HILL							
10/14/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
10/15/2024	13.20	\$36.00	\$475.20	0.00	\$36.00	\$0.00	\$475.20
10/16/2024	1.80	\$36.00	\$64.80	11.90	\$36.00	\$428.40	\$493.20
10/17/2024	0.00	\$36.00	\$0.00	13.10	\$36.00	\$471.60	\$471.60

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
10/18/2024	0.00	\$36.00	\$0.00	9.80	\$36.00	\$352.80	\$352.80
10/19/2024	0.00	\$36.00	\$0.00	12.30	\$36.00	\$442.80	\$442.80
<i>Subtotal</i>	<i>27.00</i>		<i>\$972.00</i>	<i>47.10</i>		<i>\$1,695.60</i>	<i>\$2,667.60</i>

Michelle Marie Sankey

10/15/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
10/16/2024	12.40	\$36.00	\$446.40	0.00	\$36.00	\$0.00	\$446.40
10/17/2024	3.40	\$36.00	\$122.40	6.60	\$36.00	\$237.60	\$360.00
10/18/2024	0.00	\$36.00	\$0.00	12.60	\$36.00	\$453.60	\$453.60
10/19/2024	0.00	\$36.00	\$0.00	11.60	\$36.00	\$417.60	\$417.60
<i>Subtotal</i>	<i>26.70</i>		<i>\$961.20</i>	<i>30.80</i>		<i>\$1,108.80</i>	<i>\$2,070.00</i>

TERSIA REENE RICHMOND

10/19/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
<i>Subtotal</i>	<i>10.80</i>		<i>\$388.80</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$388.80</i>

TIARA BRIANNA LATIMORE

10/17/2024	5.80	\$36.00	\$208.80	0.00	\$36.00	\$0.00	\$208.80
<i>Subtotal</i>	<i>5.80</i>		<i>\$208.80</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$208.80</i>

TRAYBEON DIJON JONES

10/19/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
<i>Subtotal</i>	<i>11.10</i>		<i>\$399.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$399.60</i>

Debris Monitor

<i>Subtotal</i>	<i>187.40</i>		<i>\$6,746.40</i>	<i>111.80</i>		<i>\$4,024.80</i>	<i>\$10,771.20</i>
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Operations Manager

SHYNECE MAULTSBY LARKIN

10/14/2024	11.30	\$75.00	\$847.50	0.00	\$75.00	\$0.00	\$847.50
10/15/2024	13.20	\$75.00	\$990.00	0.00	\$75.00	\$0.00	\$990.00
10/16/2024	2.40	\$75.00	\$180.00	11.30	\$75.00	\$847.50	\$1027.50
10/17/2024	0.00	\$75.00	\$0.00	13.10	\$75.00	\$982.50	\$982.50
10/18/2024	0.00	\$75.00	\$0.00	12.80	\$75.00	\$960.00	\$960.00
10/19/2024	0.00	\$75.00	\$0.00	12.30	\$75.00	\$922.50	\$922.50
<i>Subtotal</i>	<i>26.90</i>		<i>\$2,017.50</i>	<i>49.50</i>		<i>\$3,712.50</i>	<i>\$5,730.00</i>

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Operations Manager								
Subtotal		<u>26.90</u>		<u>\$2,017.50</u>	<u>49.50</u>		<u>\$3,712.50</u>	<u>\$5,730.00</u>
Project Manager								
Brandy Ann Hedgman								
	10/14/2024	14.00	\$85.00	\$1190.00	0.00	\$85.00	\$0.00	\$1190.00
	10/15/2024	11.10	\$85.00	\$943.50	6.20	\$85.00	\$527.00	\$1470.50
	10/16/2024	0.00	\$85.00	\$0.00	1.00	\$85.00	\$85.00	\$85.00
	10/16/2024	0.00	\$85.00	\$0.00	15.20	\$85.00	\$1292.00	\$1292.00
	10/17/2024	0.00	\$85.00	\$0.00	14.70	\$85.00	\$1249.50	\$1249.50
	10/18/2024	0.00	\$85.00	\$0.00	14.40	\$85.00	\$1224.00	\$1224.00
	10/19/2024	0.00	\$85.00	\$0.00	14.90	\$85.00	\$1266.50	\$1266.50
	Subtotal	<u>25.10</u>		<u>\$2,133.50</u>	<u>66.40</u>		<u>\$5,644.00</u>	<u>\$7,777.50</u>
Project Manager								
Subtotal		<u>25.10</u>		<u>\$2,133.50</u>	<u>66.40</u>		<u>\$5,644.00</u>	<u>\$7,777.50</u>
Invoice Total							<u><u>\$24,278.70</u></u>	



INVOICE

923 Goodyear Blvd
Picayune, MS 39466
Phone: 601-658-9598

TO:

Mount Dora, FL

Invoice Number: 3912
Invoice Date: 10/26/2024
Terms:
Due Date: 11/10/2024

PROJECT:

Mount Dora, FL:DT-297 - Mount Dora, FL Hurricane Milton Debris Monitoring

DATE	DESCRIPTION	QTY	RATE	TOTAL
	Debris Monitoring Services period ending 10/26/2024			46,333.40
TOTAL				46,333.40

Make all checks payable to DebrisTech, LLC.

If you have any questions concerning this invoice, contact: Daniel Baxter at dbaxter@debristech.com or (601) 658-9598.

THANK YOU FOR YOUR BUSINESS!

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Debris Monitor							
ANGELO TIMOTHY CASHE							
10/20/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
10/21/2024	12.10	\$36.00	\$435.60	0.00	\$36.00	\$0.00	\$435.60
10/22/2024	11.60	\$36.00	\$417.60	0.00	\$36.00	\$0.00	\$417.60
10/23/2024	2.90	\$36.00	\$104.40	0.00	\$36.00	\$0.00	\$104.40
<i>Subtotal</i>	<u>38.30</u>		<u>\$1,378.80</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$1,378.80</u>
CHINIKA LASHAY HAYES							
10/20/2024	12.30	\$36.00	\$442.80	0.00	\$36.00	\$0.00	\$442.80
10/21/2024	12.40	\$36.00	\$446.40	0.00	\$36.00	\$0.00	\$446.40
10/22/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
10/23/2024	3.60	\$36.00	\$129.60	8.10	\$36.00	\$291.60	\$421.20
10/24/2024	0.00	\$36.00	\$0.00	11.80	\$36.00	\$424.80	\$424.80
10/25/2024	0.00	\$36.00	\$0.00	11.70	\$36.00	\$421.20	\$421.20
10/26/2024	0.00	\$36.00	\$0.00	10.40	\$36.00	\$374.40	\$374.40
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>42.00</u>		<u>\$1,512.00</u>	<u>\$2,952.00</u>
CHRISTOPHER ARVEL TARVER							
10/25/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
10/26/2024	2.90	\$36.00	\$104.40	7.60	\$36.00	\$273.60	\$378.00
<i>Subtotal</i>	<u>14.90</u>		<u>\$536.40</u>	<u>7.60</u>		<u>\$273.60</u>	<u>\$810.00</u>
DANAYSHA LABREA EVANS							
10/24/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
<i>Subtotal</i>	<u>11.10</u>		<u>\$399.60</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$399.60</u>
DANIELLE NICOLE WILLIAMS							
10/20/2024	12.10	\$36.00	\$435.60	0.00	\$36.00	\$0.00	\$435.60
10/21/2024	12.10	\$36.00	\$435.60	0.00	\$36.00	\$0.00	\$435.60
10/22/2024	11.90	\$36.00	\$428.40	0.00	\$36.00	\$0.00	\$428.40
10/23/2024	3.90	\$36.00	\$140.40	8.00	\$36.00	\$288.00	\$428.40
10/24/2024	0.00	\$36.00	\$0.00	6.60	\$36.00	\$237.60	\$237.60
10/26/2024	0.00	\$36.00	\$0.00	10.60	\$36.00	\$381.60	\$381.60
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>25.20</u>		<u>\$907.20</u>	<u>\$2,347.20</u>

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
DEMARIO ANTWON DEMON JACKSON Jr							
10/20/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
10/21/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
10/22/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
10/23/2024	6.90	\$36.00	\$248.40	4.60	\$36.00	\$165.60	\$414.00
10/24/2024	0.00	\$36.00	\$0.00	11.20	\$36.00	\$403.20	\$403.20
10/25/2024	0.00	\$36.00	\$0.00	11.40	\$36.00	\$410.40	\$410.40
<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>27.20</i>		<i>\$979.20</i>	<i>\$2,419.20</i>

DEMETRICE ANTONYA NIXON A

10/20/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
10/21/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
10/23/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
10/24/2024	6.40	\$36.00	\$230.40	5.30	\$36.00	\$190.80	\$421.20
10/25/2024	0.00	\$36.00	\$0.00	11.50	\$36.00	\$414.00	\$414.00
10/26/2024	0.00	\$36.00	\$0.00	10.50	\$36.00	\$378.00	\$378.00
<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>27.30</i>		<i>\$982.80</i>	<i>\$2,422.80</i>

EMILY S SILVIO

10/20/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
10/21/2024	12.40	\$36.00	\$446.40	0.00	\$36.00	\$0.00	\$446.40
10/22/2024	11.60	\$36.00	\$417.60	0.00	\$36.00	\$0.00	\$417.60
10/23/2024	4.50	\$36.00	\$162.00	7.30	\$36.00	\$262.80	\$424.80
10/24/2024	0.00	\$36.00	\$0.00	11.80	\$36.00	\$424.80	\$424.80
10/25/2024	0.00	\$36.00	\$0.00	11.70	\$36.00	\$421.20	\$421.20
10/26/2024	0.00	\$36.00	\$0.00	8.20	\$36.00	\$295.20	\$295.20
<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>39.00</i>		<i>\$1,404.00</i>	<i>\$2,844.00</i>

Freddie Lee Southall III

10/25/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
10/26/2024	10.30	\$36.00	\$370.80	0.00	\$36.00	\$0.00	\$370.80
<i>Subtotal</i>	<i>21.60</i>		<i>\$777.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$777.60</i>

KATRON LAVAR DAKIN

10/25/2024	12.10	\$36.00	\$435.60	0.00	\$36.00	\$0.00	\$435.60
<i>Subtotal</i>	<i>12.10</i>		<i>\$435.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$435.60</i>

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
KENYETTA CAMIEL DAVIS							
10/25/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
<i>Subtotal</i>	<i>11.10</i>		<i>\$399.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$399.60</i>
KOSHEME JERMAL RICHMOND							
10/20/2024	5.30	\$36.00	\$190.80	0.00	\$36.00	\$0.00	\$190.80
<i>Subtotal</i>	<i>5.30</i>		<i>\$190.80</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$190.80</i>
MAKCQUELL JAMAUL HILL							
10/20/2024	13.10	\$36.00	\$471.60	0.00	\$36.00	\$0.00	\$471.60
10/21/2024	12.50	\$36.00	\$450.00	0.00	\$36.00	\$0.00	\$450.00
10/22/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
10/23/2024	2.40	\$36.00	\$86.40	9.20	\$36.00	\$331.20	\$417.60
10/24/2024	0.00	\$36.00	\$0.00	12.40	\$36.00	\$446.40	\$446.40
10/25/2024	0.00	\$36.00	\$0.00	12.60	\$36.00	\$453.60	\$453.60
10/26/2024	0.00	\$36.00	\$0.00	11.30	\$36.00	\$406.80	\$406.80
<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>45.50</i>		<i>\$1,638.00</i>	<i>\$3,078.00</i>
MICHAEL SHAUN WYNN							
10/20/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
10/21/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
10/22/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
10/23/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
10/24/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
10/25/2024	6.10	\$36.00	\$219.60	5.40	\$36.00	\$194.40	\$414.00
10/26/2024	0.00	\$36.00	\$0.00	9.20	\$36.00	\$331.20	\$331.20
<i>Subtotal</i>	<i>62.80</i>		<i>\$2,260.80</i>	<i>14.60</i>		<i>\$525.60</i>	<i>\$2,786.40</i>
NAKIA LA SHAY TARVER							
10/23/2024	6.80	\$36.00	\$244.80	0.00	\$36.00	\$0.00	\$244.80
10/24/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
10/25/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
<i>Subtotal</i>	<i>30.00</i>		<i>\$1,080.00</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$1,080.00</i>
TAWANA CELESTE STEVENSON							
10/24/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
10/25/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
10/26/2024	10.40	\$36.00	\$374.40	0.00	\$36.00	\$0.00	\$374.40
<i>Subtotal</i>	<i>32.80</i>		<i>\$1,180.80</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$1,180.80</i>

TERSIA REENE RICHMOND

10/20/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
10/21/2024	11.20	\$36.00	\$403.20	0.00	\$36.00	\$0.00	\$403.20
10/22/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
10/23/2024	6.10	\$36.00	\$219.60	5.50	\$36.00	\$198.00	\$417.60
10/24/2024	0.00	\$36.00	\$0.00	11.40	\$36.00	\$410.40	\$410.40
10/25/2024	0.00	\$36.00	\$0.00	11.40	\$36.00	\$410.40	\$410.40
10/26/2024	0.00	\$36.00	\$0.00	10.30	\$36.00	\$370.80	\$370.80
<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>38.60</i>		<i>\$1,389.60</i>	<i>\$2,829.60</i>

TRAYBEON DIJON JONES

10/20/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
10/22/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
10/23/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
10/24/2024	5.30	\$36.00	\$190.80	6.20	\$36.00	\$223.20	\$414.00
10/25/2024	0.00	\$36.00	\$0.00	11.40	\$36.00	\$410.40	\$410.40
10/26/2024	0.00	\$36.00	\$0.00	8.30	\$36.00	\$298.80	\$298.80
<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>25.90</i>		<i>\$932.40</i>	<i>\$2,372.40</i>

Debris Monitor

<i>Subtotal</i>	<i>560.00</i>		<i>\$20,160.00</i>	<i>292.90</i>		<i>\$10,544.40</i>	<i>\$30,704.40</i>
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Operations Manager

Michelle Marie Sankey

10/21/2024	12.20	\$75.00	\$915.00	0.00	\$75.00	\$0.00	\$915.00
10/22/2024	11.90	\$75.00	\$892.50	0.00	\$75.00	\$0.00	\$892.50
10/23/2024	11.70	\$75.00	\$877.50	0.00	\$75.00	\$0.00	\$877.50
<i>Subtotal</i>	<i>35.80</i>		<i>\$2,685.00</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$2,685.00</i>

SHYNECE MAULTSBY LARKIN

10/20/2024	13.10	\$75.00	\$982.50	0.00	\$75.00	\$0.00	\$982.50
10/21/2024	12.60	\$75.00	\$945.00	0.00	\$75.00	\$0.00	\$945.00

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
	10/22/2024	12.20	\$75.00	\$915.00	0.00	\$75.00	\$0.00	\$915.00
	10/23/2024	2.10	\$75.00	\$157.50	10.20	\$75.00	\$765.00	\$922.50
	10/24/2024	0.00	\$75.00	\$0.00	11.80	\$75.00	\$885.00	\$885.00
	10/25/2024	0.00	\$75.00	\$0.00	12.60	\$75.00	\$945.00	\$945.00
	10/26/2024	0.00	\$75.00	\$0.00	11.40	\$75.00	\$855.00	\$855.00
	<i>Subtotal</i>	<u>40.00</u>		<u>\$3,000.00</u>	<u>46.00</u>		<u>\$3,450.00</u>	<u>\$6,450.00</u>
Operations Manager								
Subtotal		<u>75.80</u>		<u>\$5,685.00</u>	<u>46.00</u>		<u>\$3,450.00</u>	<u>\$9,135.00</u>
Project Manager								
Brandy Ann Hedgman								
	10/20/2024	14.50	\$85.00	\$1232.50	0.00	\$85.00	\$0.00	\$1232.50
	10/21/2024	0.00	\$85.00	\$0.00	0.00	\$85.00	\$0.00	\$0.00
	10/23/2024	0.00	\$85.00	\$0.00	15.80	\$85.00	\$1343.00	\$1343.00
	10/24/2024	0.00	\$85.00	\$0.00	15.70	\$85.00	\$1334.50	\$1334.50
	10/25/2024	0.00	\$85.00	\$0.00	15.10	\$85.00	\$1283.50	\$1283.50
	10/26/2024	0.00	\$85.00	\$0.00	15.30	\$85.00	\$1300.50	\$1300.50
	<i>Subtotal</i>	<u>14.50</u>		<u>\$1,232.50</u>	<u>61.90</u>		<u>\$5,261.50</u>	<u>\$6,494.00</u>
Project Manager								
Subtotal		<u>14.50</u>		<u>\$1,232.50</u>	<u>61.90</u>		<u>\$5,261.50</u>	<u>\$6,494.00</u>
Invoice Total								<u><u>\$46,333.40</u></u>



923 Goodyear Blvd
Picayune, MS 39466
Phone: 601-658-9598

INVOICE

TO:

Mount Dora, FL

Invoice Number: 4036
Invoice Date: 11/09/2024
Terms:
Due Date: 11/24/2024

PROJECT:

Mount Dora, FL:DT-297 - Mount Dora, FL Hurricane Milton Debris Monitoring

DATE	DESCRIPTION	QTY	RATE	TOTAL
	Debris Monitoring Services period ending 11/9/2024			53,663.70
TOTAL				53,663.70

Make all checks payable to DebrisTech, LLC.

If you have any questions concerning this invoice, contact: Daniel Baxter at dbaxter@debristech.com or (601) 658-9598.

THANK YOU FOR YOUR BUSINESS!

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Debris Monitor								
ALEXA LYN JONES								
	11/4/2024	8.80	\$36.00	\$316.80	0.00	\$36.00	\$0.00	\$316.80
	11/5/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
	11/6/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
	11/7/2024	9.70	\$36.00	\$349.20	0.90	\$36.00	\$32.40	\$381.60
	11/8/2024	0.00	\$36.00	\$0.00	12.00	\$36.00	\$432.00	\$432.00
	11/9/2024	0.00	\$36.00	\$0.00	10.80	\$36.00	\$388.80	\$388.80
	<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>23.70</u>		<u>\$853.20</u>	<u>\$2,293.20</u>
CHINIKA LASHAY HAYES								
	11/4/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
	11/5/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
	11/6/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
	11/7/2024	5.70	\$36.00	\$205.20	6.50	\$36.00	\$234.00	\$439.20
	11/8/2024	0.00	\$36.00	\$0.00	12.10	\$36.00	\$435.60	\$435.60
	11/9/2024	0.00	\$36.00	\$0.00	6.90	\$36.00	\$248.40	\$248.40
	<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>25.50</u>		<u>\$918.00</u>	<u>\$2,358.00</u>
CHRISTOPHER ARVEL TARVER								
	11/4/2024	10.30	\$36.00	\$370.80	0.00	\$36.00	\$0.00	\$370.80
	11/5/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
	11/6/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
	11/7/2024	7.20	\$36.00	\$259.20	3.60	\$36.00	\$129.60	\$388.80
	11/8/2024	0.00	\$36.00	\$0.00	11.90	\$36.00	\$428.40	\$428.40
	11/9/2024	0.00	\$36.00	\$0.00	11.20	\$36.00	\$403.20	\$403.20
	<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>26.70</u>		<u>\$961.20</u>	<u>\$2,401.20</u>
DANAYSHA LABREA EVANS								
	11/3/2024	9.50	\$36.00	\$342.00	0.00	\$36.00	\$0.00	\$342.00
	11/5/2024	9.70	\$36.00	\$349.20	0.00	\$36.00	\$0.00	\$349.20
	11/6/2024	5.90	\$36.00	\$212.40	0.00	\$36.00	\$0.00	\$212.40
	11/7/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
	<i>Subtotal</i>	<u>35.90</u>		<u>\$1,292.40</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$1,292.40</u>

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
DANIELLE NICOLE WILLIAMS								
	11/5/2024	4.10	\$36.00	\$147.60	0.00	\$36.00	\$0.00	\$147.60
	11/6/2024	7.70	\$36.00	\$277.20	0.00	\$36.00	\$0.00	\$277.20
	11/7/2024	4.00	\$36.00	\$144.00	8.20	\$36.00	\$295.20	\$439.20
	11/8/2024	0.00	\$36.00	\$0.00	12.20	\$36.00	\$439.20	\$439.20
	11/9/2024	0.00	\$36.00	\$0.00	11.70	\$36.00	\$421.20	\$421.20
	<i>Subtotal</i>	<i>15.80</i>		<i>\$568.80</i>	<i>32.10</i>		<i>\$1,155.60</i>	<i>\$1,724.40</i>
DEMARIO ANTWON DEMON JACKSON Jr								
	11/7/2024	11.20	\$36.00	\$403.20	0.00	\$36.00	\$0.00	\$403.20
	11/8/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
	<i>Subtotal</i>	<i>23.20</i>		<i>\$835.20</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$835.20</i>
DEMETRICE ANTONYA NIXON A								
	11/3/2024	0.30	\$36.00	\$10.80	0.00	\$36.00	\$0.00	\$10.80
	11/4/2024	9.00	\$36.00	\$324.00	0.00	\$36.00	\$0.00	\$324.00
	11/5/2024	9.20	\$36.00	\$331.20	0.00	\$36.00	\$0.00	\$331.20
	11/6/2024	8.10	\$36.00	\$291.60	0.00	\$36.00	\$0.00	\$291.60
	11/8/2024	11.90	\$36.00	\$428.40	0.00	\$36.00	\$0.00	\$428.40
	11/9/2024	1.50	\$36.00	\$54.00	8.80	\$36.00	\$316.80	\$370.80
	<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>8.80</i>		<i>\$316.80</i>	<i>\$1,756.80</i>
EMMANUEL ANDREW BROWN JR								
	11/4/2024	8.60	\$36.00	\$309.60	0.00	\$36.00	\$0.00	\$309.60
	11/5/2024	1.00	\$36.00	\$36.00	0.00	\$36.00	\$0.00	\$36.00
	11/5/2024	6.60	\$36.00	\$237.60	0.00	\$36.00	\$0.00	\$237.60
	11/6/2024	11.20	\$36.00	\$403.20	0.00	\$36.00	\$0.00	\$403.20
	11/7/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
	11/8/2024	1.50	\$36.00	\$54.00	10.40	\$36.00	\$374.40	\$428.40
	<i>Subtotal</i>	<i>40.00</i>		<i>\$1,440.00</i>	<i>10.40</i>		<i>\$374.40</i>	<i>\$1,814.40</i>
Freddie Lee Southall III								
	11/3/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
	11/4/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
	11/5/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
	11/6/2024	5.60	\$36.00	\$201.60	5.10	\$36.00	\$183.60	\$385.20

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
11/7/2024	0.00	\$36.00	\$0.00	11.90	\$36.00	\$428.40	\$428.40
11/8/2024	0.00	\$36.00	\$0.00	12.10	\$36.00	\$435.60	\$435.60
11/9/2024	0.00	\$36.00	\$0.00	10.10	\$36.00	\$363.60	\$363.60
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>39.20</u>		<u>\$1,411.20</u>	<u>\$2,851.20</u>

KATRON LAVAR DAKIN

11/4/2024	9.20	\$36.00	\$331.20	0.00	\$36.00	\$0.00	\$331.20
11/5/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
11/6/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
11/7/2024	8.70	\$36.00	\$313.20	2.00	\$36.00	\$72.00	\$385.20
11/8/2024	0.00	\$36.00	\$0.00	12.10	\$36.00	\$435.60	\$435.60
11/9/2024	0.00	\$36.00	\$0.00	11.10	\$36.00	\$399.60	\$399.60
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>25.20</u>		<u>\$907.20</u>	<u>\$2,347.20</u>

KOSHEME JERMAL RICHMOND

11/3/2024	11.60	\$36.00	\$417.60	0.00	\$36.00	\$0.00	\$417.60
11/4/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
11/5/2024	11.00	\$36.00	\$396.00	0.00	\$36.00	\$0.00	\$396.00
11/6/2024	6.10	\$36.00	\$219.60	6.90	\$36.00	\$248.40	\$468.00
11/7/2024	0.00	\$36.00	\$0.00	12.30	\$36.00	\$442.80	\$442.80
11/8/2024	0.00	\$36.00	\$0.00	11.80	\$36.00	\$424.80	\$424.80
11/9/2024	0.00	\$36.00	\$0.00	11.70	\$36.00	\$421.20	\$421.20
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>42.70</u>		<u>\$1,537.20</u>	<u>\$2,977.20</u>

MAKCQUELL JAMAUL HILL

11/4/2024	12.70	\$36.00	\$457.20	0.00	\$36.00	\$0.00	\$457.20
11/5/2024	12.20	\$36.00	\$439.20	0.00	\$36.00	\$0.00	\$439.20
11/6/2024	12.30	\$36.00	\$442.80	0.00	\$36.00	\$0.00	\$442.80
11/7/2024	2.80	\$36.00	\$100.80	9.90	\$36.00	\$356.40	\$457.20
11/8/2024	0.00	\$36.00	\$0.00	13.30	\$36.00	\$478.80	\$478.80
11/9/2024	0.00	\$36.00	\$0.00	12.80	\$36.00	\$460.80	\$460.80
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>36.00</u>		<u>\$1,296.00</u>	<u>\$2,736.00</u>

Michael Lee Floyd

11/4/2024	0.70	\$36.00	\$25.20	0.00	\$36.00	\$0.00	\$25.20
11/5/2024	8.40	\$36.00	\$302.40	0.00	\$36.00	\$0.00	\$302.40

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
11/6/2024	6.60	\$36.00	\$237.60	0.00	\$36.00	\$0.00	\$237.60
11/7/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
11/8/2024	9.20	\$36.00	\$331.20	0.00	\$36.00	\$0.00	\$331.20
11/9/2024	4.30	\$36.00	\$154.80	7.40	\$36.00	\$266.40	\$421.20
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>7.40</u>		<u>\$266.40</u>	<u>\$1,706.40</u>

MICHAEL SHAUN WYNN

11/3/2024	10.50	\$36.00	\$378.00	0.00	\$36.00	\$0.00	\$378.00
11/4/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
11/5/2024	10.60	\$36.00	\$381.60	0.00	\$36.00	\$0.00	\$381.60
11/6/2024	8.00	\$36.00	\$288.00	3.40	\$36.00	\$122.40	\$410.40
11/7/2024	0.00	\$36.00	\$0.00	11.70	\$36.00	\$421.20	\$421.20
11/8/2024	0.00	\$36.00	\$0.00	11.00	\$36.00	\$396.00	\$396.00
11/9/2024	0.00	\$36.00	\$0.00	10.10	\$36.00	\$363.60	\$363.60
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>36.20</u>		<u>\$1,303.20</u>	<u>\$2,743.20</u>

NAKIA LA SHAY TARVER

11/4/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
11/5/2024	10.60	\$36.00	\$381.60	0.00	\$36.00	\$0.00	\$381.60
11/6/2024	7.60	\$36.00	\$273.60	0.00	\$36.00	\$0.00	\$273.60
11/7/2024	10.90	\$36.00	\$392.40	0.10	\$36.00	\$3.60	\$396.00
11/8/2024	0.00	\$36.00	\$0.00	8.30	\$36.00	\$298.80	\$298.80
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>8.40</u>		<u>\$302.40</u>	<u>\$1,742.40</u>

TAWANA CELESTE STEVENSON

11/5/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
11/6/2024	10.60	\$36.00	\$381.60	0.00	\$36.00	\$0.00	\$381.60
11/7/2024	11.80	\$36.00	\$424.80	0.00	\$36.00	\$0.00	\$424.80
11/8/2024	6.90	\$36.00	\$248.40	5.10	\$36.00	\$183.60	\$432.00
11/9/2024	0.00	\$36.00	\$0.00	11.60	\$36.00	\$417.60	\$417.60
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>16.70</u>		<u>\$601.20</u>	<u>\$2,041.20</u>

TERSIA REENE RICHMOND

11/4/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
11/5/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
11/6/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
11/7/2024	6.40	\$36.00	\$230.40	5.50	\$36.00	\$198.00	\$428.40
11/8/2024	0.00	\$36.00	\$0.00	12.10	\$36.00	\$435.60	\$435.60
11/9/2024	0.00	\$36.00	\$0.00	11.30	\$36.00	\$406.80	\$406.80
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>28.90</u>		<u>\$1,040.40</u>	<u>\$2,480.40</u>

TRAYBEON DIJON JONES

11/3/2024	10.20	\$36.00	\$367.20	0.00	\$36.00	\$0.00	\$367.20
11/4/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
11/5/2024	9.80	\$36.00	\$352.80	0.00	\$36.00	\$0.00	\$352.80
11/6/2024	8.60	\$36.00	\$309.60	3.00	\$36.00	\$108.00	\$417.60
11/7/2024	0.00	\$36.00	\$0.00	11.90	\$36.00	\$428.40	\$428.40
11/8/2024	0.00	\$36.00	\$0.00	8.80	\$36.00	\$316.80	\$316.80
11/9/2024	0.00	\$36.00	\$0.00	10.90	\$36.00	\$392.40	\$392.40
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>34.60</u>		<u>\$1,245.60</u>	<u>\$2,685.60</u>

ZANIYA LASHAE ALLEN

11/4/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
11/5/2024	9.60	\$36.00	\$345.60	0.00	\$36.00	\$0.00	\$345.60
11/6/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
11/7/2024	8.20	\$36.00	\$295.20	3.30	\$36.00	\$118.80	\$414.00
11/8/2024	0.00	\$36.00	\$0.00	9.90	\$36.00	\$356.40	\$356.40
11/9/2024	0.00	\$36.00	\$0.00	11.10	\$36.00	\$399.60	\$399.60
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>24.30</u>		<u>\$874.80</u>	<u>\$2,314.80</u>

Debris Monitor

Subtotal	<u>714.90</u>		<u>\$25,736.40</u>	<u>426.80</u>		<u>\$15,364.80</u>	<u>\$41,101.20</u>
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Operations Manager

SHYNECE MAULTSBY LARKIN

11/4/2024	12.80	\$75.00	\$960.00	0.00	\$75.00	\$0.00	\$960.00
11/5/2024	12.30	\$75.00	\$922.50	0.00	\$75.00	\$0.00	\$922.50
11/6/2024	12.30	\$75.00	\$922.50	0.00	\$75.00	\$0.00	\$922.50
11/9/2024	2.60	\$75.00	\$195.00	10.20	\$75.00	\$765.00	\$960.00
<i>Subtotal</i>	<u>40.00</u>		<u>\$3,000.00</u>	<u>10.20</u>		<u>\$765.00</u>	<u>\$3,765.00</u>

Operations Manager

Subtotal	<u>40.00</u>		<u>\$3,000.00</u>	<u>10.20</u>		<u>\$765.00</u>	<u>\$3,765.00</u>
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	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Project Manager								
Brandy Ann Hedgman								
	11/3/2024	13.50	\$85.00	\$1147.50	0.00	\$85.00	\$0.00	\$1147.50
	11/4/2024	15.40	\$85.00	\$1309.00	0.00	\$85.00	\$0.00	\$1309.00
	11/5/2024	11.10	\$85.00	\$943.50	2.80	\$85.00	\$238.00	\$1181.50
	11/6/2024	0.00	\$85.00	\$0.00	12.80	\$85.00	\$1088.00	\$1088.00
	11/7/2024	0.00	\$85.00	\$0.00	13.60	\$85.00	\$1156.00	\$1156.00
	11/8/2024	0.00	\$85.00	\$0.00	13.30	\$85.00	\$1130.50	\$1130.50
	11/9/2024	0.00	\$85.00	\$0.00	13.50	\$85.00	\$1147.50	\$1147.50
	<i>Subtotal</i>	<u>40.00</u>		<u>\$3,400.00</u>	<u>56.00</u>		<u>\$4,760.00</u>	<u>\$8,160.00</u>
Joseph Tyler Williamson								
	11/5/2024	6.00	\$85.00	\$510.00	0.00	\$85.00	\$0.00	\$510.00
	11/6/2024	1.50	\$85.00	\$127.50	0.00	\$85.00	\$0.00	\$127.50
	<i>Subtotal</i>	<u>7.50</u>		<u>\$637.50</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$637.50</u>
Project Manager								
Subtotal		<u>47.50</u>		<u>\$4,037.50</u>	<u>56.00</u>		<u>\$4,760.00</u>	<u>\$8,797.50</u>
Invoice Total								<u><u>\$53,663.70</u></u>



923 Goodyear Blvd
Picayune, MS 39466
Phone: 601-658-9598

INVOICE

TO:

Mount Dora, FL

Invoice Number: 4076
Invoice Date: 11/23/2024
Terms:
Due Date: 12/08/2024

PROJECT:

Mount Dora, FL:DT-297 - Mount Dora, FL Hurricane Milton Debris Monitoring

DATE	DESCRIPTION	QTY	RATE	TOTAL
	Debris Monitoring Services period ending 11/23/2024			77,027.50
TOTAL				77,027.50

Make all checks payable to DebrisTech, LLC.

If you have any questions concerning this invoice, contact: Daniel Baxter at dbaxter@debristech.com or (601) 658-9598.

THANK YOU FOR YOUR BUSINESS!

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Debris Monitor								
ALEXA LYN JONES								
	11/11/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
	11/12/2024	7.90	\$36.00	\$284.40	0.00	\$36.00	\$0.00	\$284.40
	11/13/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
	11/14/2024	9.70	\$36.00	\$349.20	1.20	\$36.00	\$43.20	\$392.40
	11/15/2024	0.00	\$36.00	\$0.00	5.00	\$36.00	\$180.00	\$180.00
	<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>6.20</u>		<u>\$223.20</u>	<u>\$1,663.20</u>
CHINIKA LASHAY HAYES								
	11/11/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
	11/12/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
	11/13/2024	11.00	\$36.00	\$396.00	0.00	\$36.00	\$0.00	\$396.00
	11/14/2024	5.30	\$36.00	\$190.80	5.10	\$36.00	\$183.60	\$374.40
	11/16/2024	0.00	\$36.00	\$0.00	10.60	\$36.00	\$381.60	\$381.60
	11/18/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
	11/19/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
	11/20/2024	9.40	\$36.00	\$338.40	0.00	\$36.00	\$0.00	\$338.40
	11/21/2024	9.10	\$36.00	\$327.60	0.50	\$36.00	\$18.00	\$345.60
	11/22/2024	0.00	\$36.00	\$0.00	3.30	\$36.00	\$118.80	\$118.80
	<i>Subtotal</i>	<u>80.00</u>		<u>\$2,880.00</u>	<u>19.50</u>		<u>\$702.00</u>	<u>\$3,582.00</u>
CHRISTOPHER ARVEL TARVER								
	11/10/2024	4.20	\$36.00	\$151.20	0.00	\$36.00	\$0.00	\$151.20
	11/11/2024	9.00	\$36.00	\$324.00	0.00	\$36.00	\$0.00	\$324.00
	11/12/2024	7.90	\$36.00	\$284.40	0.00	\$36.00	\$0.00	\$284.40
	11/13/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
	11/14/2024	8.00	\$36.00	\$288.00	2.10	\$36.00	\$75.60	\$363.60
	<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>2.10</u>		<u>\$75.60</u>	<u>\$1,515.60</u>
DANAYSHA LABREA EVANS								
	11/11/2024	9.90	\$36.00	\$356.40	0.00	\$36.00	\$0.00	\$356.40
	11/12/2024	8.10	\$36.00	\$291.60	0.00	\$36.00	\$0.00	\$291.60
	11/13/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
	11/14/2024	0.40	\$36.00	\$14.40	0.00	\$36.00	\$0.00	\$14.40

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
<i>Subtotal</i>	<u>29.50</u>		<u>\$1,062.00</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$1,062.00</u>

DANIELLE NICOLE WILLIAMS

11/10/2024	10.60	\$36.00	\$381.60	0.00	\$36.00	\$0.00	\$381.60
11/11/2024	9.30	\$36.00	\$334.80	0.00	\$36.00	\$0.00	\$334.80
11/12/2024	8.50	\$36.00	\$306.00	0.00	\$36.00	\$0.00	\$306.00
11/13/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
11/14/2024	0.70	\$36.00	\$25.20	9.40	\$36.00	\$338.40	\$363.60
11/15/2024	0.00	\$36.00	\$0.00	0.40	\$36.00	\$14.40	\$14.40
11/16/2024	0.00	\$36.00	\$0.00	10.50	\$36.00	\$378.00	\$378.00
11/18/2024	11.10	\$36.00	\$399.60	0.00	\$36.00	\$0.00	\$399.60
11/19/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
11/20/2024	9.30	\$36.00	\$334.80	0.00	\$36.00	\$0.00	\$334.80
11/21/2024	8.60	\$36.00	\$309.60	0.00	\$36.00	\$0.00	\$309.60
11/22/2024	0.10	\$36.00	\$3.60	10.30	\$36.00	\$370.80	\$374.40
<i>Subtotal</i>	<u>80.00</u>		<u>\$2,880.00</u>	<u>30.60</u>		<u>\$1,101.60</u>	<u>\$3,981.60</u>

DEMARIO ANTWON DEMON JACKSON Jr

11/11/2024	9.10	\$36.00	\$327.60	0.00	\$36.00	\$0.00	\$327.60
11/12/2024	8.10	\$36.00	\$291.60	0.00	\$36.00	\$0.00	\$291.60
11/13/2024	10.40	\$36.00	\$374.40	0.00	\$36.00	\$0.00	\$374.40
11/14/2024	8.80	\$36.00	\$316.80	0.00	\$36.00	\$0.00	\$316.80
11/18/2024	6.00	\$36.00	\$216.00	0.00	\$36.00	\$0.00	\$216.00
11/19/2024	9.30	\$36.00	\$334.80	0.00	\$36.00	\$0.00	\$334.80
<i>Subtotal</i>	<u>51.70</u>		<u>\$1,861.20</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$1,861.20</u>

DEMETRICE ANTONYA NIXON A

11/12/2024	8.10	\$36.00	\$291.60	0.00	\$36.00	\$0.00	\$291.60
11/13/2024	10.40	\$36.00	\$374.40	0.00	\$36.00	\$0.00	\$374.40
<i>Subtotal</i>	<u>18.50</u>		<u>\$666.00</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$666.00</u>

EMMANUEL ANDREW BROWN JR

11/11/2024	9.10	\$36.00	\$327.60	0.00	\$36.00	\$0.00	\$327.60
11/13/2024	10.40	\$36.00	\$374.40	0.00	\$36.00	\$0.00	\$374.40
<i>Subtotal</i>	<u>19.50</u>		<u>\$702.00</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$702.00</u>

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Freddie Lee Southall III								
	11/11/2024	10.10	\$36.00	\$363.60	0.00	\$36.00	\$0.00	\$363.60
	11/12/2024	5.70	\$36.00	\$205.20	0.00	\$36.00	\$0.00	\$205.20
	11/13/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
	11/14/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
	11/15/2024	1.60	\$36.00	\$57.60	7.40	\$36.00	\$266.40	\$324.00
	11/16/2024	0.00	\$36.00	\$0.00	10.30	\$36.00	\$370.80	\$370.80
	11/18/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
	11/19/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
	11/20/2024	9.80	\$36.00	\$352.80	0.00	\$36.00	\$0.00	\$352.80
	11/21/2024	8.60	\$36.00	\$309.60	1.20	\$36.00	\$43.20	\$352.80
	11/22/2024	0.00	\$36.00	\$0.00	11.00	\$36.00	\$396.00	\$396.00
	<i>Subtotal</i>	<i>80.00</i>		<i>\$2,880.00</i>	<i>29.90</i>		<i>\$1,076.40</i>	<i>\$3,956.40</i>
KATRON LAVAR DAKIN								
	11/11/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
	11/12/2024	8.30	\$36.00	\$298.80	0.00	\$36.00	\$0.00	\$298.80
	11/13/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
	11/14/2024	9.10	\$36.00	\$327.60	1.90	\$36.00	\$68.40	\$396.00
	11/15/2024	0.00	\$36.00	\$0.00	9.30	\$36.00	\$334.80	\$334.80
	11/16/2024	0.00	\$36.00	\$0.00	10.50	\$36.00	\$378.00	\$378.00
	11/18/2024	10.50	\$36.00	\$378.00	0.00	\$36.00	\$0.00	\$378.00
	11/19/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
	11/20/2024	9.30	\$36.00	\$334.80	0.00	\$36.00	\$0.00	\$334.80
	11/21/2024	8.70	\$36.00	\$313.20	0.00	\$36.00	\$0.00	\$313.20
	11/22/2024	0.80	\$36.00	\$28.80	7.80	\$36.00	\$280.80	\$309.60
	<i>Subtotal</i>	<i>80.00</i>		<i>\$2,880.00</i>	<i>29.50</i>		<i>\$1,062.00</i>	<i>\$3,942.00</i>
KOSHEME JERMAL RICHMOND								
	11/10/2024	9.80	\$36.00	\$352.80	0.00	\$36.00	\$0.00	\$352.80
	11/11/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
	11/12/2024	9.50	\$36.00	\$342.00	0.00	\$36.00	\$0.00	\$342.00
	11/13/2024	9.00	\$36.00	\$324.00	1.90	\$36.00	\$68.40	\$392.40
	11/14/2024	0.00	\$36.00	\$0.00	10.00	\$36.00	\$360.00	\$360.00
	11/15/2024	0.00	\$36.00	\$0.00	5.30	\$36.00	\$190.80	\$190.80
	11/16/2024	0.00	\$36.00	\$0.00	5.60	\$36.00	\$201.60	\$201.60

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
11/18/2024	6.90	\$36.00	\$248.40	0.00	\$36.00	\$0.00	\$248.40
11/20/2024	1.10	\$36.00	\$39.60	0.00	\$36.00	\$0.00	\$39.60
11/21/2024	8.90	\$36.00	\$320.40	0.00	\$36.00	\$0.00	\$320.40
11/22/2024	9.90	\$36.00	\$356.40	0.00	\$36.00	\$0.00	\$356.40
11/23/2024	10.30	\$36.00	\$370.80	0.00	\$36.00	\$0.00	\$370.80
<i>Subtotal</i>	<i>77.10</i>		<i>\$2,775.60</i>	<i>22.80</i>		<i>\$820.80</i>	<i>\$3,596.40</i>

MAKCQUELL JAMAUL HILL

11/10/2024	10.60	\$36.00	\$381.60	0.00	\$36.00	\$0.00	\$381.60
11/11/2024	12.90	\$36.00	\$464.40	0.00	\$36.00	\$0.00	\$464.40
11/12/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
11/13/2024	4.50	\$36.00	\$162.00	7.40	\$36.00	\$266.40	\$428.40
11/14/2024	0.00	\$36.00	\$0.00	11.80	\$36.00	\$424.80	\$424.80
11/15/2024	0.00	\$36.00	\$0.00	10.30	\$36.00	\$370.80	\$370.80
11/16/2024	0.00	\$36.00	\$0.00	11.40	\$36.00	\$410.40	\$410.40
11/18/2024	11.70	\$36.00	\$421.20	0.00	\$36.00	\$0.00	\$421.20
11/19/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
11/20/2024	10.30	\$36.00	\$370.80	0.00	\$36.00	\$0.00	\$370.80
11/21/2024	6.50	\$36.00	\$234.00	3.90	\$36.00	\$140.40	\$374.40
11/22/2024	0.00	\$36.00	\$0.00	11.50	\$36.00	\$414.00	\$414.00
11/23/2024	0.00	\$36.00	\$0.00	12.20	\$36.00	\$439.20	\$439.20
<i>Subtotal</i>	<i>80.00</i>		<i>\$2,880.00</i>	<i>68.50</i>		<i>\$2,466.00</i>	<i>\$5,346.00</i>

Michael Lee Floyd

11/12/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
11/13/2024	8.10	\$36.00	\$291.60	0.00	\$36.00	\$0.00	\$291.60
11/14/2024	10.50	\$36.00	\$378.00	0.00	\$36.00	\$0.00	\$378.00
11/15/2024	8.90	\$36.00	\$320.40	0.00	\$36.00	\$0.00	\$320.40
11/16/2024	1.20	\$36.00	\$43.20	2.60	\$36.00	\$93.60	\$136.80
11/20/2024	6.60	\$36.00	\$237.60	0.00	\$36.00	\$0.00	\$237.60
11/21/2024	4.80	\$36.00	\$172.80	0.00	\$36.00	\$0.00	\$172.80
11/22/2024	2.50	\$36.00	\$90.00	0.00	\$36.00	\$0.00	\$90.00
<i>Subtotal</i>	<i>53.90</i>		<i>\$1,940.40</i>	<i>2.60</i>		<i>\$93.60</i>	<i>\$2,034.00</i>

MICHAEL SHAUN WYNN

11/10/2024	9.70	\$36.00	\$349.20	0.00	\$36.00	\$0.00	\$349.20
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Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
11/11/2024	4.20	\$36.00	\$151.20	0.00	\$36.00	\$0.00	\$151.20
11/12/2024	10.80	\$36.00	\$388.80	0.00	\$36.00	\$0.00	\$388.80
11/13/2024	10.90	\$36.00	\$392.40	0.00	\$36.00	\$0.00	\$392.40
11/15/2024	8.10	\$36.00	\$291.60	0.00	\$36.00	\$0.00	\$291.60
11/16/2024	8.80	\$36.00	\$316.80	0.00	\$36.00	\$0.00	\$316.80
11/18/2024	6.80	\$36.00	\$244.80	0.00	\$36.00	\$0.00	\$244.80
11/19/2024	10.00	\$36.00	\$360.00	0.00	\$36.00	\$0.00	\$360.00
11/20/2024	8.80	\$36.00	\$316.80	0.00	\$36.00	\$0.00	\$316.80
11/21/2024	9.40	\$36.00	\$338.40	0.00	\$36.00	\$0.00	\$338.40
11/22/2024	5.00	\$36.00	\$180.00	5.20	\$36.00	\$187.20	\$367.20
<i>Subtotal</i>	<u>92.50</u>		<u>\$3,330.00</u>	<u>5.20</u>		<u>\$187.20</u>	<u>\$3,517.20</u>

NAKIA LA SHAY TARVER

11/11/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
11/12/2024	11.00	\$36.00	\$396.00	0.00	\$36.00	\$0.00	\$396.00
11/13/2024	10.10	\$36.00	\$363.60	0.00	\$36.00	\$0.00	\$363.60
<i>Subtotal</i>	<u>32.60</u>		<u>\$1,173.60</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$1,173.60</u>

TAWANA CELESTE STEVENSON

11/10/2024	9.80	\$36.00	\$352.80	0.00	\$36.00	\$0.00	\$352.80
11/11/2024	9.30	\$36.00	\$334.80	0.00	\$36.00	\$0.00	\$334.80
11/12/2024	7.90	\$36.00	\$284.40	0.00	\$36.00	\$0.00	\$284.40
11/13/2024	10.40	\$36.00	\$374.40	0.00	\$36.00	\$0.00	\$374.40
11/14/2024	2.60	\$36.00	\$93.60	7.50	\$36.00	\$270.00	\$363.60
11/15/2024	0.00	\$36.00	\$0.00	1.70	\$36.00	\$61.20	\$61.20
11/16/2024	0.00	\$36.00	\$0.00	10.40	\$36.00	\$374.40	\$374.40
<i>Subtotal</i>	<u>40.00</u>		<u>\$1,440.00</u>	<u>19.60</u>		<u>\$705.60</u>	<u>\$2,145.60</u>

TERSIA REENE RICHMOND

11/11/2024	12.00	\$36.00	\$432.00	0.00	\$36.00	\$0.00	\$432.00
11/12/2024	11.50	\$36.00	\$414.00	0.00	\$36.00	\$0.00	\$414.00
11/13/2024	10.40	\$36.00	\$374.40	0.00	\$36.00	\$0.00	\$374.40
11/14/2024	6.10	\$36.00	\$219.60	4.50	\$36.00	\$162.00	\$381.60
11/15/2024	0.00	\$36.00	\$0.00	9.60	\$36.00	\$345.60	\$345.60
11/16/2024	0.00	\$36.00	\$0.00	10.40	\$36.00	\$374.40	\$374.40
11/18/2024	6.90	\$36.00	\$248.40	0.00	\$36.00	\$0.00	\$248.40

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
11/19/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
11/20/2024	9.10	\$36.00	\$327.60	0.00	\$36.00	\$0.00	\$327.60
11/21/2024	9.60	\$36.00	\$345.60	0.00	\$36.00	\$0.00	\$345.60
11/22/2024	3.70	\$36.00	\$133.20	6.80	\$36.00	\$244.80	\$378.00
11/23/2024	0.00	\$36.00	\$0.00	10.60	\$36.00	\$381.60	\$381.60
<i>Subtotal</i>	<u>80.00</u>		<u>\$2,880.00</u>	<u>41.90</u>		<u>\$1,508.40</u>	<u>\$4,388.40</u>

TRAYBEON DIJON JONES

11/11/2024	11.90	\$36.00	\$428.40	0.00	\$36.00	\$0.00	\$428.40
11/12/2024	11.40	\$36.00	\$410.40	0.00	\$36.00	\$0.00	\$410.40
11/13/2024	10.20	\$36.00	\$367.20	0.00	\$36.00	\$0.00	\$367.20
11/14/2024	6.50	\$36.00	\$234.00	3.90	\$36.00	\$140.40	\$374.40
11/15/2024	0.00	\$36.00	\$0.00	9.00	\$36.00	\$324.00	\$324.00
11/16/2024	0.00	\$36.00	\$0.00	9.30	\$36.00	\$334.80	\$334.80
11/18/2024	10.70	\$36.00	\$385.20	0.00	\$36.00	\$0.00	\$385.20
11/19/2024	2.40	\$36.00	\$86.40	0.00	\$36.00	\$0.00	\$86.40
11/20/2024	9.60	\$36.00	\$345.60	0.00	\$36.00	\$0.00	\$345.60
11/21/2024	9.50	\$36.00	\$342.00	0.00	\$36.00	\$0.00	\$342.00
11/22/2024	7.80	\$36.00	\$280.80	2.70	\$36.00	\$97.20	\$378.00
11/23/2024	0.00	\$36.00	\$0.00	10.40	\$36.00	\$374.40	\$374.40
<i>Subtotal</i>	<u>80.00</u>		<u>\$2,880.00</u>	<u>35.30</u>		<u>\$1,270.80</u>	<u>\$4,150.80</u>

ZANIYA LASHAE ALLEN

11/11/2024	11.80	\$36.00	\$424.80	0.00	\$36.00	\$0.00	\$424.80
11/12/2024	11.30	\$36.00	\$406.80	0.00	\$36.00	\$0.00	\$406.80
11/13/2024	10.40	\$36.00	\$374.40	0.00	\$36.00	\$0.00	\$374.40
<i>Subtotal</i>	<u>33.50</u>		<u>\$1,206.00</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$1,206.00</u>

Debris Monitor

<i>Subtotal</i>	<u>1,088.80</u>		<u>\$39,196.80</u>	<u>313.70</u>		<u>\$11,293.20</u>	<u>\$50,490.00</u>
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Operations Manager

SHYNECE MAULTSBY LARKIN

11/10/2024	12.20	\$75.00	\$915.00	0.00	\$75.00	\$0.00	\$915.00
11/11/2024	12.90	\$75.00	\$967.50	0.00	\$75.00	\$0.00	\$967.50
11/12/2024	12.00	\$75.00	\$900.00	0.00	\$75.00	\$0.00	\$900.00

Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
11/13/2024	2.90	\$75.00	\$217.50	9.00	\$75.00	\$675.00	\$892.50
11/14/2024	0.00	\$75.00	\$0.00	15.10	\$75.00	\$1132.50	\$1132.50
11/15/2024	0.00	\$75.00	\$0.00	10.60	\$75.00	\$795.00	\$795.00
11/16/2024	0.00	\$75.00	\$0.00	11.50	\$75.00	\$862.50	\$862.50
11/18/2024	12.40	\$75.00	\$930.00	0.00	\$75.00	\$0.00	\$930.00
11/19/2024	12.30	\$75.00	\$922.50	0.00	\$75.00	\$0.00	\$922.50
11/20/2024	10.80	\$75.00	\$810.00	0.00	\$75.00	\$0.00	\$810.00
11/21/2024	4.50	\$75.00	\$337.50	6.60	\$75.00	\$495.00	\$832.50
11/22/2024	0.00	\$75.00	\$0.00	12.20	\$75.00	\$915.00	\$915.00
11/23/2024	0.00	\$75.00	\$0.00	12.20	\$75.00	\$915.00	\$915.00
<i>Subtotal</i>	<u>80.00</u>		<u>\$6,000.00</u>	<u>77.20</u>		<u>\$5,790.00</u>	<u>\$11,790.00</u>
Operations Manager							
Subtotal	<u>80.00</u>		<u>\$6,000.00</u>	<u>77.20</u>		<u>\$5,790.00</u>	<u>\$11,790.00</u>

Project Manager

Brandy Ann Hedgman

11/10/2024	12.20	\$85.00	\$1037.00	0.00	\$85.00	\$0.00	\$1037.00
11/11/2024	12.80	\$85.00	\$1088.00	0.00	\$85.00	\$0.00	\$1088.00
11/12/2024	13.10	\$85.00	\$1113.50	0.00	\$85.00	\$0.00	\$1113.50
11/13/2024	1.90	\$85.00	\$161.50	10.60	\$85.00	\$901.00	\$1062.50
11/14/2024	0.00	\$85.00	\$0.00	15.60	\$85.00	\$1326.00	\$1326.00
11/15/2024	0.00	\$85.00	\$0.00	10.90	\$85.00	\$926.50	\$926.50
11/16/2024	0.00	\$85.00	\$0.00	11.50	\$85.00	\$977.50	\$977.50
11/18/2024	14.40	\$85.00	\$1224.00	0.00	\$85.00	\$0.00	\$1224.00
11/19/2024	11.90	\$85.00	\$1011.50	0.00	\$85.00	\$0.00	\$1011.50
11/20/2024	10.70	\$85.00	\$909.50	0.00	\$85.00	\$0.00	\$909.50
11/21/2024	3.00	\$85.00	\$255.00	7.50	\$85.00	\$637.50	\$892.50
11/22/2024	0.00	\$85.00	\$0.00	13.20	\$85.00	\$1122.00	\$1122.00
11/23/2024	0.00	\$85.00	\$0.00	11.70	\$85.00	\$994.50	\$994.50
<i>Subtotal</i>	<u>80.00</u>		<u>\$6,800.00</u>	<u>81.00</u>		<u>\$6,885.00</u>	<u>\$13,685.00</u>

Joseph Tyler Williamson

11/15/2024	6.50	\$85.00	\$552.50	0.00	\$85.00	\$0.00	\$552.50
11/16/2024	6.00	\$85.00	\$510.00	0.00	\$85.00	\$0.00	\$510.00
<i>Subtotal</i>	<u>12.50</u>		<u>\$1,062.50</u>	<u>0.00</u>		<u>\$0.00</u>	<u>\$1,062.50</u>

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
<i>Project Manager Subtotal</i>		<u>92.50</u>		<u>\$7,862.50</u>	<u>81.00</u>		<u>\$6,885.00</u>	<u>\$14,747.50</u>

<i>Invoice Total</i>	<u><u>\$77,027.50</u></u>
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923 Goodyear Blvd
Picayune, MS 39466
Phone: 601-658-9598

INVOICE

TO:

Mount Dora, FL

Invoice Number: 4199
Invoice Date: 12/14/2024
Terms:
Due Date: 12/29/2024

PROJECT:

Mount Dora, FL:DT-297 - Mount Dora, FL Hurricane Milton Debris Monitoring

DATE	DESCRIPTION	QTY	RATE	TOTAL
	Debris Monitoring Services period ending 12/14/2024			2,682.00
TOTAL				2,682.00

Make all checks payable to DebrisTech, LLC.

If you have any questions concerning this invoice, contact: Daniel Baxter at dbaxter@debristech.com or (601) 658-9598.

THANK YOU FOR YOUR BUSINESS!

	Date	Hours	Rate	Total	Overtime Hours	Overtime Rate	Overtime Total	Total Billed
Debris Monitor								
Freddie Lee Southall III								
	12/2/2024	7.20	\$36.00	\$259.20	0.00	\$36.00	\$0.00	\$259.20
	12/3/2024	7.90	\$36.00	\$284.40	0.00	\$36.00	\$0.00	\$284.40
	<i>Subtotal</i>	<i>15.10</i>		<i>\$543.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$543.60</i>
KATRON LAVAR DAKIN								
	12/2/2024	7.00	\$36.00	\$252.00	0.00	\$36.00	\$0.00	\$252.00
	12/3/2024	7.80	\$36.00	\$280.80	0.00	\$36.00	\$0.00	\$280.80
	<i>Subtotal</i>	<i>14.80</i>		<i>\$532.80</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$532.80</i>
TERSIA REENE RICHMOND								
	12/2/2024	6.60	\$36.00	\$237.60	0.00	\$36.00	\$0.00	\$237.60
	12/3/2024	8.40	\$36.00	\$302.40	0.00	\$36.00	\$0.00	\$302.40
	<i>Subtotal</i>	<i>15.00</i>		<i>\$540.00</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$540.00</i>
	<i>Debris Monitor Subtotal</i>	<i>44.90</i>		<i>\$1,616.40</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$1,616.40</i>
Field Supervisor								
SCOTT PAUL MATTHEWS II								
	12/2/2024	8.00	\$48.00	\$384.00	0.00	\$48.00	\$0.00	\$384.00
	12/3/2024	9.50	\$48.00	\$456.00	0.00	\$48.00	\$0.00	\$456.00
	12/4/2024	4.70	\$48.00	\$225.60	0.00	\$48.00	\$0.00	\$225.60
	<i>Subtotal</i>	<i>22.20</i>		<i>\$1,065.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$1,065.60</i>
	<i>Field Supervisor Subtotal</i>	<i>22.20</i>		<i>\$1,065.60</i>	<i>0.00</i>		<i>\$0.00</i>	<i>\$1,065.60</i>
<i>Invoice Total</i>								<i>\$2,682.00</i>

CONTRACT WORK RECORD				
APPLICANT		PA ID#	CATEGORY	DISASTER#
City of Mount Dora		069-47050-00	A	DR4834
CONTRACTOR DETAILS				TOTAL COST
DATES WORKED	CONTRACTOR	BILLING/INVOICE#	DESCRIPTION OF WORK	\$
10/15/2024-12/04/2024	Ceres Inc. - Debris Hauling Company	C4410_0001	Load and Haul Vegetation Debris to FD 0-15mi in the quantity of 20,378.8 CY	854,366.64
10/15/2024-12/04/2024	Ceres Inc. - Debris Hauling Company	C4410_0001	Load and Haul C&D Debris Collection and Removal TOW to FDS 0-15 miles in the quantity of 40.6 CY	346,456.60
10/15/2024-12/04/2024	Ceres Inc. - Debris Hauling Company	C4410_0001	Removal Of Hazardous Trees 13-24.99 In Qty of 4	690.20
10/15/2024-12/04/2024	Ceres Inc. - Debris Hauling Company	C4410_0001	Removal Of Hazardous Trees 25"-36.99" in qty of 7	780.00
10/15/2024-12/04/2024	Ceres Inc. - Debris Hauling Company	C4410_0001	Removal Of Hazardous Trees 37"-48.99" in qty of 5	1,715.00
10/15/2024-12/04/2024	Ceres Inc. - Debris Hauling Company	C4410_0001	Removal Of Hazardous Trees 49+" in qty of 1	1,490.00
10/15/2024-12/04/2024	Ceres Inc. - Debris Hauling Company	C4410_0001	Hanger Removal in qty of 332	345.00
10/14/2024-10/19/2024	Debris Tech	3875	Monitoring service for 187.4 hours @ \$36.00	32,536.00
10/14/2024-10/19/2024	Debris Tech	3875	Monitoring service for 111.8 hours @ \$36.00	6,746.40
10/14/2024-10/19/2024	Debris Tech	3875	Operations Manager - Monitoring service for 26.90 hours @ \$75.00	4,024.80
10/14/2024-10/19/2024	Debris Tech	3875	Operations Manager - Monitoring service for 49.50 hours @ \$75.00	2,017.50
10/14/2024-10/19/2024	Debris Tech	3875	Operations Manager - Monitoring service for 49.50 hours @ \$75.00	3,712.50
10/14/2024-10/19/2024	Debris Tech	3875	Project Manager - Monitoring service for 29.10 hours @ \$85.00	2,133.50
10/14/2024-10/19/2024	Debris Tech	3875	Project Manager - Monitoring service for 66.4 hours @ \$85.00	5,644.00
10/20/2024-10/26/2024	Debris Tech	3912	Monitoring service for 560 hours @ \$36.00	20,160.00
10/20/2024-10/26/2024	Debris Tech	3912	Monitoring service for 292.9 hours @ \$36.00	10,544.40
10/20/2024-10/26/2024	Debris Tech	3912	Operations Manager - Monitoring service for 75.8 hours @ \$75.00	5,685.00
10/20/2024-10/26/2024	Debris Tech	3912	Operations Manager - Monitoring service for 46 hours @ \$75.00	3,450.00
10/20/2024-10/26/2024	Debris Tech	3912	Project Manager - Monitoring service for 14.50 hours @ \$85.00	1,232.50
10/20/2024-10/26/2024	Debris Tech	3912	Project Manager - Monitoring service for 14.50 hours @ \$85.00	5,261.50
11/03/2024-11/9/2024	Debris Tech	4036	Monitoring service for 714.9 hours @ \$36.00	25,736.40
11/03/2024-11/9/2024	Debris Tech	4036	Monitoring service for 426.8 hours @ \$36.00	15,364.80
11/03/2024-11/9/2024	Debris Tech	4036	Operations Manager - Monitoring service for 40 hours @ \$75.00	3,000.00
11/03/2024-11/9/2024	Debris Tech	4036	Operations Manager - Monitoring service for 10.2 hours @ \$75.00	765.00
11/03/2024-11/9/2024	Debris Tech	4036	Project Manager - Monitoring service for 47.50 hours @ \$85.00	4,037.50
11/03/2024-11/9/2024	Debris Tech	4036	Project Manager - Monitoring service for 56 hours @ \$85.00	4,760.00
11/10/2024-11/23/2024	Debris Tech	4076	Monitoring service for 1088.8 hours @ \$36.00	39,196.80
11/10/2024-11/23/2024	Debris Tech	4076	Monitoring service for 313.7 hours @ \$36.00	11,293.20
11/10/2024-11/23/2024	Debris Tech	4076	Operations Manager - Monitoring service for 80 hours @ \$75.00	6,000.00
11/10/2024-11/23/2024	Debris Tech	4076	Operations Manager - Monitoring service for 77.2 hours @ \$75.00	5,790.00
11/10/2024-11/23/2024	Debris Tech	4076	Project Manager - Monitoring service for 92.50 hours @ \$85.00	7,862.50
11/10/2024-11/23/2024	Debris Tech	4076	Project Manager - Monitoring service for 81 hours @ \$85.00	6,885.00
12/02/2024-12/14/2024	Debris Tech	4199	Monitoring service for 44.9 hours @ \$36.00	1,616.40
12/02/2024-12/14/2024	Debris Tech	4199	Field Supervisor - Monitoring service for 22.2 hours @ \$48.00	1,065.60

10/31/2024	Mid Florida Materials	1562512	Disposal of 12090.8 Linear Yards at \$13.05 per LY	\$ 157,784.96
11/16/2024	Mid Florida Materials	1575920	Disposal of 6967.2 Linear Yards at \$13.05 per LY	\$ 90,921.98
11/23/2024	Mid Florida Materials	1581957	Disposal of 1017.3 Linear Yards at \$13.05 per LY	\$ 13,275.78
11/30/2024	Mid Florida Materials	1586102	Disposal of 234.5 Linear Yards at \$13.05 per LY	\$ 3,060.23
12/7/2024	Mid Florida Materials	1590005	Disposal of 110.6 Linear Yards at \$13.05 per LY	\$ 1,325.59



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Invoice

Date	Invoice #
10/31/2024	1562512
PO #	Invoice Total
	157784.96

Bill To:

CITY OF MOUNT DORA
ATTN: ACCOUNTS PAYABLE
510 N BAKER ST
MOUNT DORA FL 32757

Service Address:

MOUNT DORA HURRICANE DEBRIS
510 N BAKER ST
MOUNT DORA FL 32757

Account No. 04-76012 0

Due Date 11/30/2024

DATE	VEHICLE	DESCRIPTION	QTY	UM	AMOUNT	TOTAL
10/15/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408038	686.60	LY	13.050	8960.13
10/15/24	CITY OF M.D.	14 TICKETS TKT# 0408038				
10/16/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408693	816.40	LY	13.050	10654.02
10/16/24	CITY OF M.D.	18 TICKETS TKT# 0408693				
10/17/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408044	1134.90	LY	13.050	14810.45
10/17/24	CITY OF M.D.	23 TICKETS TKT# 0408044				
10/18/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408046	962.00	LY	13.050	12554.10
10/18/24	CITY OF M.D.	21 TICKETS TKT# 0408046				
10/19/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408698	683.50	LY	13.050	8919.68
10/19/24	CITY OF M.D.	15 TICKETS TKT# 0408698				
10/20/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408699	950.30	LY	13.050	12401.42
10/20/24	CITY OF M.D.	22 TICKETS TKT# 0408699				
10/21/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408700	695.50	LY	13.050	9076.28
10/21/24	CITY OF M.D.	15 TICKETS TKT# 0408700				
10/22/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408702	592.80	LY	13.050	7736.04
10/22/24	CITY OF M.D.	13 TICKETS TKT# 0408702				
10/23/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408703	644.80	LY	13.050	8414.64
10/23/24	CITY OF M.D.	14 TICKETS TKT# 0408703				
10/24/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408705	746.20	LY	13.050	9737.91
10/24/24	CITY OF M.D.	16 TICKETS TKT# 0408705				
10/25/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408706	741.00	LY	13.050	9670.05
10/25/24	CITY OF M.D.	16 TICKETS TKT# 0408706				
10/26/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408713	540.00	LY	13.050	7047.00
10/26/24	CITY OF M.D.	13 TICKETS TKT# 0408713				
10/27/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0408716	1493.60	LY	13.050	19491.48

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Date	Invoice #
10/31/2024	1562512
PO #	Invoice Total
	157784.96

Bill To:

CITY OF MOUNT DORA
ATTN: ACCOUNTS PAYABLE
510 N BAKER ST
MOUNT DORA FL 32757

Service Address:

MOUNT DORA HURRICANE MILTON
510 N BAKER ST
MOUNT DORA FL 32757

Account No. 04-76012 0

Due Date 11/30/2024

DATE	VEHICLE	DESCRIPTION	QTY	UM	AMOUNT	TOTAL
10/27/24	CITY OF M.D.	35 TICKETS TKT# 0408716				
10/28/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0409229	45.60	LY	13.050	595.08
10/28/24	CITY OF M.D.	1 TICKET TKT# 0409229				
10/29/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0409231	312.00	LY	13.050	4071.60
10/29/24	CITY OF M.D.	7 TICKETS TKT# 0409231				
10/30/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0409410	545.80	LY	13.050	7122.69
10/30/24	CITY OF M.D.	18 TICKETS TKT# 0409410				
10/31/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0409660	499.80	LY	13.050	6522.39
10/31/24	CITY OF M.D.	13 TICKETS TKT# 0409660				

Total Invoice: 157784.96

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157784.96



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Invoice

Date	Invoice #
11/16/2024	1575920
PO #	Invoice Total
	90921.98

Bill To:

CITY OF MOUNT DORA
ATTN: ACCOUNTS PAYABLE
510 N BAKER ST
MOUNT DORA FL 32757

Service Address:

MOUNT DORA HURRICANE DEBRIS
510 N BAKER ST
MOUNT DORA FL 32757

Account No. 04-76012 0

Due Date 12/16/2024

DATE	VEHICLE	DESCRIPTION	QTY	UM	AMOUNT	TOTAL
11/01/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0410310	518.50	LY	13.050	6766.43
11/01/24	CITY OF M.D.	19 TICKETS TKT# 0410310				
11/02/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0410313	682.20	LY	13.050	8902.71
11/02/24	CITY OF M.D.	28 TICKETS TKT# 0410313				
11/03/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0410316	49.40	LY	13.050	644.67
11/03/24	CITY OF M.D.	4 TICKETS TKT# 0410316				
11/04/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0411042	451.50	LY	13.050	5892.08
11/04/24	CITY OF M.D.	23 TICKETS TKT# 0411042				
11/05/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0411045	874.80	LY	13.050	11416.14
11/05/24	CITY OF M.D.	45 TICKETS TKT# 0411045				
11/06/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0411047	620.30	LY	13.050	8094.92
11/06/24	CITY OF M.D.	27 TICKETS TKT# 0411047				
11/07/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0411051	1204.00	LY	13.050	15712.20
11/07/24	CITY OF M.D.	49 TICKETS TKT# 0411051				
11/08/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0411242	464.40	LY	13.050	6060.42
11/08/24	CITY OF M.D.	13 TICKETS TKT# 0411242				
11/09/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0411488	216.80	LY	13.050	2829.24
11/09/24	CITY OF M.D.	12 TICKETS TKT# 0411488				
11/11/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412057	347.80	LY	13.050	4538.79
11/11/24	CITY OF M.D.	15 TICKETS TKT# 0412057				
11/12/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412059	389.00	LY	13.050	5076.45
11/12/24	CITY OF M.D.	12 TICKETS TKT# 0412059				
11/13/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412063	564.40	LY	13.050	7365.42
11/13/24	CITY OF M.D.	22 TICKETS TKT# 0412063				
11/14/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412294	490.80	LY	13.050	6404.94

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Date	Invoice #
11/16/2024	1575920
PO #	Invoice Total
	90921.98

Bill To:

CITY OF MOUNT DORA
ATTN: ACCOUNTS PAYABLE
510 N BAKER ST
MOUNT DORA FL 32757

Service Address:

MOUNT DORA HURRICANE DEBRIS
510 N BAKER ST
MOUNT DORA FL 32757

Account No. 04-76012 0

Due Date 12/16/2024

DATE	VEHICLE	DESCRIPTION	QTY	UM	AMOUNT	TOTAL
11/14/24	CITY OF M.D.	20 TICKETS TKT# 0412294				
11/15/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412292	28.20	LY	13.050	368.01
11/15/24	CITY OF M.D.	2 TICKETS TKT# 0412292				
11/16/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412295	65.10	LY	13.050	849.56
11/16/24	CITY OF M.D.	5 TICKETS TKT# 0412295				

Total Invoice: 90921.98

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Invoice

Date	Invoice #
11/23/2024	1581957
PO #	Invoice Total
	13275.78

Bill To:

CITY OF MOUNT DORA
ATTN: ACCOUNTS PAYABLE
510 N BAKER ST
MOUNT DORA FL 32757

Service Address:

MOUNT DORA HURRICANE DEBRIS
510 N BAKER ST
MOUNT DORA FL 32757

Account No. 04-76012 0

Due Date 12/23/2024

DATE	VEHICLE	DESCRIPTION	QTY	UM	AMOUNT	TOTAL
11/11/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0414414	20.00	LY	13.050	261.00
11/11/24	CITY OF M.D.	1 MISSED TKT#001604456				
11/18/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412663	66.50	LY	13.050	867.83
11/18/24	CITY OF M.D.	5 TICKETS TKT# 0412663				
11/19/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0412795	50.40	LY	13.050	657.72
11/19/24	CITY OF M.D.	4 TICKETS TKT# 0412795				
11/20/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0413477	65.80	LY	13.050	858.69
11/20/24	CITY OF M.D.	5 TICKETS TKT# 0413477				
11/21/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0413475	234.00	LY	13.050	3053.70
11/21/24	CITY OF M.D.	5 TICKETS TKT# 0413475				
11/22/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0414321	376.10	LY	13.050	4908.11
11/22/24	CITY OF M.D.	9 TICKETS TKT# 0414321				
11/23/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0414322	204.50	LY	13.050	2668.73
11/23/24	CITY OF M.D.	10 TICKETS TKT# 0414416				

Total Invoice: 13275.78

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13275.78



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Invoice

Date	Invoice #
11/30/2024	1586102
PO #	Invoice Total
	3060.23

Bill To:

CITY OF MOUNT DORA
ATTN: ACCOUNTS PAYABLE
510 N BAKER ST
MOUNT DORA FL 32757

Service Address:

MOUNT DORA HURRICANE DEBRIS
510 N BAKER ST
MOUNT DORA FL 32757

Account No. 04-76012 0

Due Date 12/30/2024

DATE	VEHICLE	DESCRIPTION	QTY	UM	AMOUNT	TOTAL
11/26/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0414418	174.00	LY	13.050	2270.70
11/26/24	CITY OF M.D.	10 TICKETS TKT# 0414418				
11/27/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0414420	60.50	LY	13.050	789.53
11/27/24	CITY OF M.D.	4 TICKETS TKT# 0414420				

Total Invoice: 3060.23

Please Pay
3060.23



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Invoice

Date	Invoice #
12/07/2024	1590005
PO #	Invoice Total
	1325.59

Bill To:

CITY OF MOUNT DORA
ATTN: ACCOUNTS PAYABLE
510 N BAKER ST
MOUNT DORA FL 32757

Service Address:

MOUNT DORA HURRICANE DEBRIS
510 N BAKER ST
MOUNT DORA FL 32757

Account No. 04-76012 0

Due Date 01/07/2025

DATE	VEHICLE	DESCRIPTION	QTY	UM	AMOUNT	TOTAL
12/03/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0415076	41.40	LY	13.050	540.27
12/03/24	CITY OF M.D.	C&D DEBRIS (YARD) TKT# 0415076	40.60	LY	10.150	412.09
12/03/24	CITY OF M.D.	6 TICKETS TKT# 0415076				
12/04/24	CITY OF M.D.	LAND CLEARING (YD3) TKT# 0415077	28.60	LY	13.050	373.23
12/04/24	CITY OF M.D.	1 TICKET TKT# 0415077				

Total Invoice: 1325.59

Please Pay
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