



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
July 1, 2025, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

- | | |
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| 1. Proclamation Parks and Recreation Month | 4 |
| 2. Presentation of Donnelly Park Site Concept Plans and Various Park Sites | 7 |

PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

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| 1. Request Approval of Meeting Minutes | 33 |
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ACTION ITEMS

- | | |
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| 1. Request Authorization for Mayor to Sign on behalf of City Council the Federally-Funded Subaward and Grant Agreement for Donnelly Street Stabilization, Erosion Control Phase II Project | 99 |
| 2. Request Approval of Contract with Orlando City Soccer for Annual Tourism Campaign | 166 |

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

DISCUSSION ITEMS

PRIORITY PROJECT UPDATES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

1. Presentation

COMMUNICATIONS AND REPORTS

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

UPCOMING MEETING DATES

1. Monday, July 7, 2025, 6:00 p.m., Budget Workshop: Capital Outlay and CIP; Enterprise
2. Tuesday, July 15, 2025, 6:00 p.m., Regular Session
3. Monday, July 21, 2025, 6:00 p.m., Budget Workshop: Government Funds; Internal Services

4. Tuesday, August 5, 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: July 1, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Parks and Recreation Month

Introduction:

This is a request for the Proclamation recognizing Parks and Recreation to be read into record.

Discussion:

Build Together, Play Together: 40 Years of Park and Recreation Month.

Launched in 1985, this year marks the 40th anniversary of Park and Recreation Month. Each July, the City celebrates park and recreation professionals and how they improve the lives of tens of millions of people, making a lasting impact in communities across the country. Park and recreation programs are essential to community health and well-being and help cultivate lifelong friendships, memories and family bonds that people hold dear decades later.



According to the National Recreation and Park Association (NRPA)'s 2024 Engagement With Parks Report, people place a high value on the programs and services that park and recreation agencies deliver to their local communities every day and strongly support their mission.

- More than 276 million people in the United States visited a local park or recreation facility at least once during the past year.
- More than seven in 10 U.S. residents have at least one local park, playground, open space or recreation center within walking distance of their homes.
- In the United States, 81 percent of adults seek high-quality parks and recreation when choosing a place to live.
- Ninety-one percent of people agree that parks and recreation is an important service provided by their local government.
- Ninety-three percent of U.S. adults say their mental health is improved by services offered by local park and recreation professionals and agencies. However, we estimate that as many as 100 million people — 30 percent of the U.S. population — lack access to the life-saving; and life-enhancing benefits parks and recreation provide.

Budget Impact:

N/A

Strategic Impact:

Strategic Initiative 1: Promote Economic Development

Strategic Initiative 4: Provide High-Quality Services

Recommendation:

The proclamation be read into the record.

Attachment(s):

1. Proclamation Parks and Recreation Month 2025

Prepared by: Troy Shonk, Parks & Recreation Director

Reviewed by: Jennifer Schwarz, Operations Manager
Troy Shonk, Parks & Recreation Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/24/2025

Approved - 6/24/2025

Approved - 6/24/2025

Final Approval - 6/24/2025



PROCLAMATION

WHEREAS, parks and recreation is an integral part of communities throughout this Country, including the City of Mount Dora; and

WHEREAS, parks and recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, parks and recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and

WHEREAS, parks and recreation encourages physical activities by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

WHEREAS, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, parks and recreation is fundamental to the environmental well-being of our community; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month.

NOW, THEREFORE, I, James L. Homich, as Mayor of the City of Mount Dora, Florida have the distinct honor of proclaiming the month of July 2025 as **Park and Recreation Month** in the City of Mount Dora and encourage all residents to celebrate by visiting our local parks, participating in recreational programs, and recognizing the vital contributions of the dedicated professionals who maintain and program these spaces.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Mount Dora to be affixed this 1st day of July, 2025.

James L. Homich, Mayor



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

DATE: July 1, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation of Donnelly Park Site Concept Plans and Various Park Sites

Introduction:

This is an opportunity to provide to Council Presentations of Donnelly Park Recommended Site Concept Plans.

Discussion:

The development program for the Project includes the following:

- Outdoor amphitheater / terraced area in the south of the park with seating areas, seat walls, walkways and pedestrian connections.
- Patio seating areas incorporated into the amphitheater.
- VIP outdoor seating area in the southeast corner of park in shaded area.
- Promenade to accommodate vehicular access provided through the site (running north/south) – utilize pavers to make this area look more like a pedestrian corridor. To be utilized by vehicles for maintenance only.
- Stormwater ideas for capturing sheet flow of water from the north may be able to utilize green infrastructure such as bioswales or rain gardens that could also function as landscape areas.
- Festival and booth spaces on the north side of the park.
- Ideas for beautification along the entire park perimeter.

Budget Impact:

In the current FY 24-25 budget, there is \$508,261.33 remaining in GL 310-5555-580.63-01-PK2411.

Strategic Impact:

Strategic Initiative 2: Enhance the aesthetic appeal of Mount Dora through well-maintained landscaping, public art, hardscape design elements, and streetscapes where appropriate.

Goal 5: Implement beautification improvements to parks, and open spaces.

Objective 5.1 - Complete landscape improvements to Donnelly Park by the end of FY 2025-2026, providing a “Central Park” atmosphere with special events space.

Recommendation:

Informational item.

Attachment(s):

1. Presentation (Various Park Sites)
2. Donnelly Park Design Concepts 1 and 2

Prepared by: Jennifer Schwarz, Operations Manager
Reviewed by: Troy Shonk, Parks & Recreation Director
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/17/2025
Approved - 6/25/2025
Final Approval - 6/25/2025

STRATEGIC INITIATIVE 2:

Beautify Mount Dora

Enhance the aesthetic appeal of Mount Dora through well-maintained landscaping, public art, hardscape design elements, and streetscapes where appropriate.



Promote urban greening throughout the City with special focus on corridors, parks, open spaces, and gateways.

- **Objective 4.1** – Promote an Urban forest in Mount Dora by planting at a minimum of 50 trees per year through end of 2030 using the *Right Tree, Right Place* program.
- **Objective 4.2** – Update the Land Development Code to require appropriate tree planting methods within an urban environment by the end of FY2025–2026.
- **Objective 4.3** – Work with outside organizations to gather volunteers to care for newly planted trees, landscape beds, and flowers.
- **Objective 4.4** – Add plantings and irrigation system at the Mount Dora gateways and major corridors and arrange for maintenance and watering of the new planting and ground covering.

CITY HALL

Beautification

ATTACHMENT #1



DONNELLY PARK

Beautification

ATTACHMENT #1



SIMPSON COVE

Art Walk

ATTACHMENT #1



WELCOME SIGNS

On Donnelly Street

ATTACHMENT #1



TREMAIN TRAIL

Beautification

ATTACHMENT #1



Conceptual Design





CITY OF
MOUNT
DORA

Someplace Special.



DONNELLY PARK

CENTRAL PARK

CONCEPT PACKAGE

LandDesign.



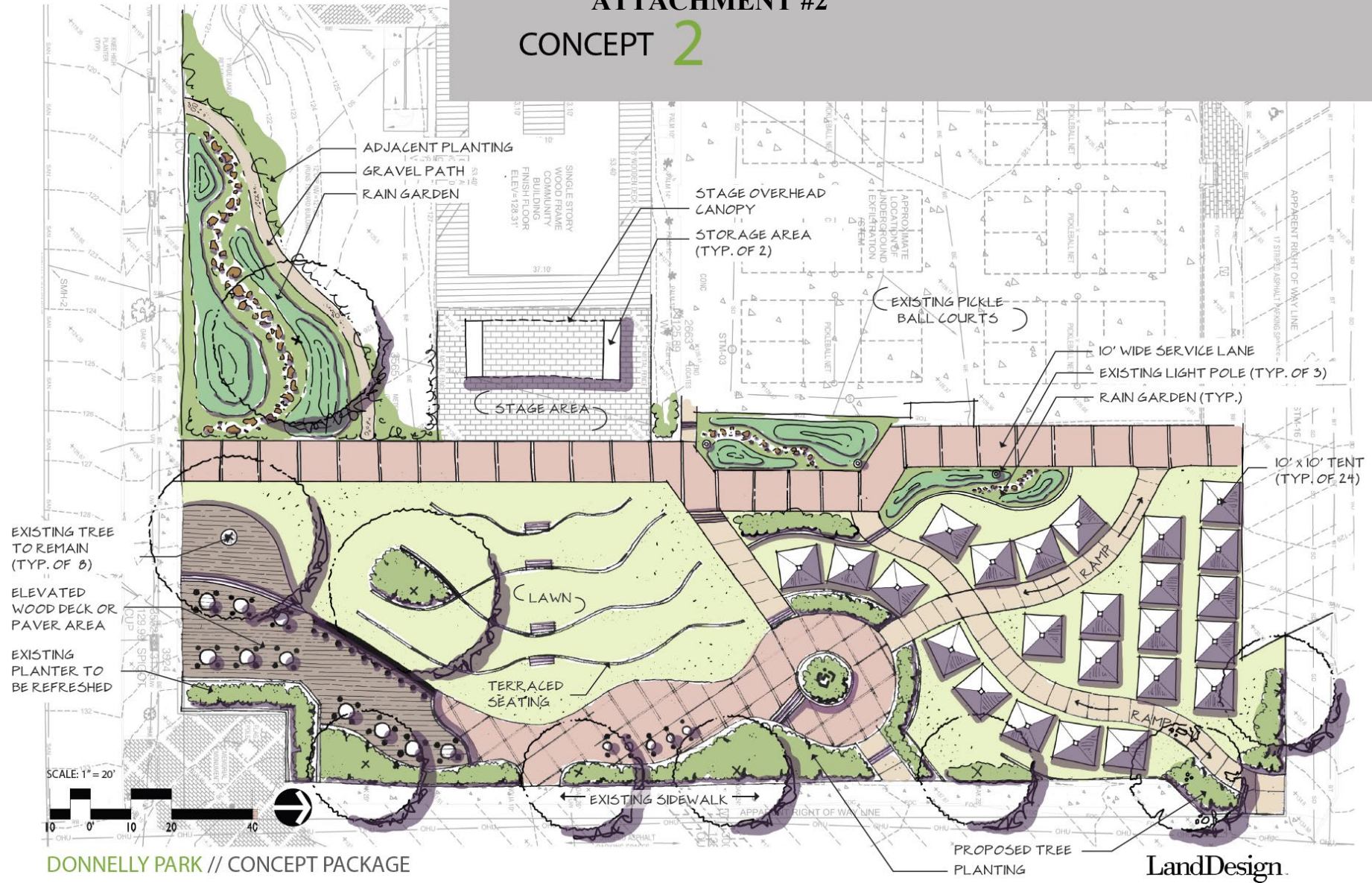
ATTACHMENT #2

CONCEPT 1



ATTACHMENT #2

CONCEPT 2



CONCEPT 2
PRECEDENT IMAGERY



STAGE BAND SHELL



OUTDOOR SEATING



RAIN GARDEN



TERRACE AT NIGHT



TERRACE DURING THE DAY



ATTACHMENT #2



ATTACHMENT #2



ATTACHMENT #2



ATTACHMENT #2



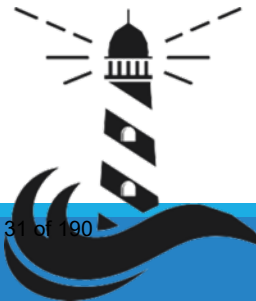
ATTACHMENT #2



ATTACHMENT #2



ATTACHMENT #2



ATTACHMENT #2





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

DATE: July 1, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Meeting Minutes

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:

This item has no budget impact.

Strategic Impact:

Accurate approved minutes support all elements of the City's Strategic Plan as they provide a transparent public record of the City government's service to its community.

Recommendation:

City Council to approve Meeting Minutes.

Attachment(s):

1. 04.15.2025.City Council Regular Session Minutes_DRAFT
2. 05.06.2025.City Council Regular Session Minutes_DRAFT.edited
3. 05.20.2025.City Council Regular Session Minutes_DRAFT.edited

Prepared by: Jeanann Hand, City Clerk



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL MINUTES**

April 15, 2025

**City Hall 510 N. Baker St.
Mount Dora, FL 3275**

CALL TO ORDER

Having been duly advertised as required by law, Mayor James Homich called the Regular Session of City Council to order at 6:22 p.m. in the Mount Dora City Hall Council Chambers.

ROLL CALL

Members Present

James 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
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Presentation Fire Department Re-Accreditation

Mr. Sandersfeld spoke about the accreditation process. Mount Dora staff represented well at the re-accreditation hearing. Mayor Homich presented the plaque to Fire Chief Joseph Hightower. Chief Hightower spoke, expressing thanks to Council for their support. Members of the Fire Department had been present before the meeting, but received a call and needed to leave.

2. Presentation on Water Conservation and Quality

Water Utility Director Andrew Marsian presented information on water conservation. This month is water conservation month. Mr. Marsian delivered a second presentation, the topic of which was water quality. Both presentations are attached to the minutes as Exhibit A. Mr. Marsian provided sample testing results. Council and staff discussed the information being presented.

3. Proclamation Municipal City Clerk's Week

Mayor Homich read the proclamation into the record.

APPROVAL OF AGENDA

Mayor Homich stated he would like to add an Action Item to the agenda to discuss the Memorial Bench Policy.

***MOTION BY COUNCILMEMBER ROLFSON TO AMEND THE AGENDA TO
INCORPORATE THE ADDITION OF AN ACTION ITEM RELATED TO THE***

MEMORIAL BENCH POLICY AND APPROVE THE AGENDA WITH THE ADDITION OF THE ACTION ITEM TO DISCUSS THE MEMORIAL BENCH POLICY; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC COMMENT

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

APPROVAL OF CONSENT AGENDA

1. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA AND APPROVE THE AGENDA WITH THE ADDITION OF THE ACTION ITEM TO DISCUSS THE MEMORIAL BENCH POLICY; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. City of Mount Dora Memorial Bench Policy

Mayor Homich added this item, which was to become Action Item One. He suggested the City halt any further removal of benches. The Mayor asked for agreement from Council to halt any further bench removal.

Council discussed the obstacles presented by the current policy. Some purchasers believed they were purchasing the bench for perpetuity. Some of the wooden benches have deteriorated and needed to be removed before they became a hazard.

Council spoke about the difficulty of contacting family members who have moved and left no change of address. The policy should not place a burden on the City that is difficult or impossible to follow. Council agreed it was good to have staff look at this policy and come back with revisions. Deciding to halt further removal of any benches at this time may impede the City's ability to remove hazardous equipment. The plaque is more important than the bench.

Council would not decide on a policy revision at this point, but would direct the City Manager to direct staff to revise the policy.

MOTION BY COUNCILMEMBER ROLFSON TO TABLE ANY FURTHER REMOVAL OF BENCHES UNTIL THE STAFF RETURNS WITH RECOMMENDATIONS FOR POLICY CHANGE, BUT ALLOWING FOR REMOVAL OF DANGEROUS BENCHES, WHICH WOULD BE REMOVED IMMEDIATELY; COUNCILMEMBER BRYANT SECONDED THE MOTION.

Mayor Homich opened public comment.

Mark Wotring, 326 North Rhodes Street, thanked staff for their response to difficulties encountered with the recent removal of a bench. He recounted his experience with an earlier

bench removal and the challenges presented by City bench records, and demanded accountability.

Gabriele Baraglia, 314 North Grandview Street, spoke about the temporary removal of a memorial bench dedicated to her brother, and the meaning of the bench to her family.

Eric Winters, 1100 Central Street, spoke about the replacement price.

Deanna Brignoni, 1912 Hilltop Drive, spoke about the cost spent on the benches and the residents who purchased them.

Councilmember Rolfson thanked the speakers. Councilmember Walker assured those present that it was not the intent of the City to cause pain. He expressed hope that the City can move forward toward better solutions.

Mayor Homich closed public comment.

MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

2. Request Approval of Agreement of ITB #25-UT-002 to Make Modifications to Wastewater Treatment Plant Number 2 (WWTP2)

Water Utility Director Andrew Marsian spoke about the item, explaining that this is required for the City's permits.

The City contracted with Kimley-Horn (KMH) as engineering consultants to prepare plans and specifications to make modifications to WWTP2. The modifications will include 5,400 linear feet of a 12-inch reject pipeline to be installed along US 441. The project also includes the construction of three new rapid infiltration basins (RIBs) with a total volume of three million gallons at the spray field site on the eastern boundary of the Mount Dora Golf Course. The improvements also include modifying the existing piping that discharges to the existing reject tank, which will provide an efficient way to construct the reject piping that will discharge to the RIB site. The modifications will increase the regulated disposal capacity of WWTP2 and permit the plant to be operated with short-term loading up to 1.5 million gallons per day.

After the consultation, the City received bids to make modifications to WWTP2. Purchasing determined that the lowest responsible bidder was Cathcart at a total construction cost of \$1,812,890.00.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGREEMENT OF ITB #25-UT-002 TO MAKE MODIFICATIONS TO WASTEWATER TREATMENT PLANT NUMBER 2 (WWTP2); COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Homich
Walker***

Crail
Cataldo
Bryant
Rolfson
Dawson

NO *None*

3. Request Approval of a Piggyback Agreement with Seminole Office Solutions and Authorization to Enter into an Equipment Lease with First Citizens Bank and a Customer Service Agreement with Seminole Office Solutions for 14 Multi-functional Copiers

Budget Manager Matt Dodson spoke about the 14 copier replacements that would take place under this piggyback. This agreement is less expensive than the City's arrangement with Seminole for the previous three years, and will also include customer service and an increase in the number of copiers provided to the City. This will be a new three-year piggyback agreement with Seminole Office Solutions for fourteen copiers, totaling \$85,212.36, and the term will begin upon the expiration of the current agreement. The accompanying maintenance service program covers all parts, toner, supplies, labor, preventative maintenance kits, and on-site services as needed, except copy paper and staples. This new rate represents a \$400–\$600 monthly savings compared to the City's current service plan. The program includes a monthly allowance of 25,000 black & white and 25,000 color copies, pooled across all machines, based on usage trends over the past three years. The customer service terms remain consistent with the previous contract.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE PIGGYBACK AGREEMENT WITH SEMINOLE OFFICE SOLUTIONS AND AUTHORIZATION TO ENTER INTO AN EQUIPMENT LEASE WITH FIRST CITIZENS BANK AND A CUSTOMER SERVICE AGREEMENT WITH SEMINOLE OFFICE SOLUTIONS FOR 14 MULTI-FUNCTIONAL COPIERS; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Cataldo*
Homich
Bryant
Crail
Walker
Rolfson
Dawson

NO *None*

PUBLIC HEARINGS-RESOLUTIONS/ORDINANCES

1. Request Approval of Final Reading and Adoption of Ordinance No. 2025-05, Extending the Approvals of the Waterman Village Master PUD Plan to Allow for the Construction of Phase 2

Mr. Brackins read Ordinance No. 2025-05 by title only.

ORDINANCE NO: 2025-05

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PLANNED UNIT DEVELOPMENT ESTABLISHED BY ORDINANCE 2018-08 PERTAINING TO PROPERTY GENERALLY LOCATED SOUTH OF U.S. HIGHWAY 441 AND EAST OF DONNELLY STREET; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; AMENDING AND REPLACING ORDINANCE 2018-08 FOR THE WATERMAN VILLAGE PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Senior Planner Michele Janiszewski spoke about the item. The only change since the first reading is the addition of 2(f), stating “If feasible, at the final site plan stage, the Developer shall work with City staff to determine if additional planting may be included in the buffer area.” This addition was made in response to Council’s discussion at the first reading.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE SECOND READING AND ADOPTION OF ORDINANCE NO. 2025-05, EXTENDING THE APPROVALS OF THE WATERMAN VILLAGE MASTER PUD PLAN TO ALLOW FOR THE CONSTRUCTION OF PHASE 2; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Bryant
Dawson
Homich
Walker
Cataldo
Rolfson
Crail*
NO *None*

2. Request Approval of Final Reading and Adoption of Ordinance No. 2025-09, Adopting the Mount Dora Small Bay Mini Warehouse Planned Unit Development (PUD) Master Plan

Mr. Brackins read Ordinance No. 2025-09 by title only

ORDINANCE NO: 2025-09

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PLANNED UNIT DEVELOPMENT ESTABLISHED BY ORDINANCE 2022-14

PERTAINING TO PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF LINCOLN AVENUE AND WEST OF U.S. HIGHWAY 441; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; AMENDING AND REPLACING ORDINANCE 2022-14 FOR THE VEDDER HOLSTERS PLANNED UNIT DEVELOPMENT TERMS AND CONDITIONS; PROVIDING FOR OFFICIAL ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

On April 1st, Council approved the first reading of Ordinance No. 2025-09 and recommended the Second Reading and Final Adoption. Mr. Sandersfeld corrected a scrivener's error regarding the effective date, which, on the record would be "immediately upon adoption."

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2025-09 WITH THE CHANGES READ INTO THE RECORD BY THE CITY MANAGER, ADOPTING THE MOUNT DORA SMALL BAY MINI WAREHOUSE PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Dawson
Walker
Homich
Crail
Cataldo
Rolfson
Bryant
NO None***

3. Request Adoption of Resolution No. 2025-09, Updating FY2025–2030 Strategic Plan

Mr. Brackins read Resolution No. 2025-09 by title only.

RESOLUTION NO. 2025-09

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, ADOPTING THE MOUNT DORA STRATEGIC PLAN UPDATE (FISCAL YEARS 2025–2030); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained that, following the feedback from Council from the previous meeting, the attached plan is being presented. Attachment #1 is a redlined version to note the changes. He told Council that staff welcomed additional feedback.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

Council commended staff for incorporating changes suggested at the last presentation of the plan revision. Although 4.1 mentions a minimum of 50 trees per year, it is possible that number may be exceeded each year. Tree replacement annually exceeds that number, usually.

Council spoke favorably about the presented document. Staff acknowledged the efforts of Council in putting this plan update together. Council and staff discussed working without a paid facilitator, and their satisfaction with the result. Mr. Sandersfeld thanked Council for their leadership through this process. Council and staff discussed the role of irrigation at gateways and water conservation.

MOTION BY COUNCILMEMBER BRYANT TO ADOPT RESOLUTION NO. 2025-09, UPDATING FY2025–2030 STRATEGIC PLAN; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Crail
Walker
Rolfson
Cataldo
Dawson
Homich
Bryant
NO None***

4. Request Adoption of Resolution 2025-13, Approving the Mid-year Budget Amendment

Mr. Brackins read Resolution No. 2025-13 by title only.

RESOLUTION 2025-13

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024- 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF 2024-2025 BUDGET ADJUSTMENTS; PROVIDING FOR RETROACTIVE AUTHORIZATION OF PROCUREMENT ACTIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Mr. Sandersfeld told Council that this amendment occurs each year. It is required when revenues and expenditures increase or decrease from the original approved budget. City staff performed an extensive mid-year review of revenue and expenditure amounts for each fund and reviewed department operating needs. The main items that are getting adjusted are: a decrease in purchase rollovers from last year, adding the FY 2024-25 portion of the 2024 Capital Improvement Note (Public Works Building), updating the allocation model line items, increasing developers'

reimbursed projects in the Electric Department, adding funds for the environmental study for the odor issue, and transferring Building Department funding for the Building Department Renovation. As required by statute, the amendments will be posted on the City's website within 5 days of adoption.

Council asked Mr. Dodson to clarify the amount of the increase, which was \$361,930.

Council and staff discussed the projects listed. There will be a feasibility study for the Fourth Avenue Docks work to help plan for their renovation. It is anticipated that funds will be left over from engineering and design to begin with the construction.

The adjustment in this amendment is less than one percent of the City budget.

Council mentioned that this action is common and usually takes place at mid-year and end-of-year.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-13, APPROVING THE MID-YEAR BUDGET AMENDMENT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Walker
Bryant
Dawson
Rolfson
Cataldo
Crail
Homich
NO None***

5. Request Adoption of Resolution No. 2025-14, Adopting a Wastewater Facility Plan

Mr. Brackins read Resolution No. 2025-14, by title only.

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, RELATING TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STATE REVOLVING FUND (SRF), ADOPTION OF THE WASTEWATER FACILITY PLAN FOR THE IMPLEMENTATION OF WASTEWATER TREATMENT PLANT #2 IMPROVEMENTS; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

It was noted that Florida Statutes provide for loans to local government agencies to finance the construction of wastewater facilities; and the Florida Administrative Code requires formal authorization by the City Council to formally adopt a facility plan outlining necessary

Wastewater Treatment Plant #2 facility improvements to comply with State of Florida funding requirements.

Mike Scully with Halff spoke to those present about the technical aspects of the expansion. A second representative from Halff would deliver a presentation on funding. Both presentations are attached to the minutes as Exhibit B.

The plan does not tie the City to any kind of loan agreement. The opportunity for the City to commit to that arrangement will come later. This item is asking Council to consider adoption of only the plan. Mr. Scully provided information on State Revolving Fund (SRF) loan types—normal and supplemental, and spoke about water quality limitations, and wastewater flow projections. The City's options are to do nothing, to expand, or to replace the facility. Mirroring the plant will not satisfy the needs of the community for the next 20 years. Mirroring will also not be adequate for nitrogen and phosphorus processes. Costs associated with the City's options were discussed. It was noted that SRF repayment starts the quarter following project completion.

Council discussed planning for long-term viability. If the plan is adopted tonight, the plan belongs to the City. Council and staff discussed processes that are necessary to take place at the plants and upgrades that are needed for them to remain well-functioning and meet regulatory requirements. Upgrades will help with odor control.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

Council and staff discussed capacity issues, life expectancy of equipment, regional development, and the ability of the City to meet the needs of incoming projects. Council discussed the importance of adequately planning for the future, yet avoiding planning for capacity the City does not need. Council and staff discussed the possibility of costs increasing as years progress, and the opportunity to implement this plan before costs rise further.

Lisa Fricchione from Halff spoke to Council about financial planning for this project.

Council adjourned for recess at 8:32 p.m.

Mayor Homich called the meeting back to order at 8:40 p.m.

Ms. Fricchione spoke about partnerships and types of grants that may be available for this purpose. She spoke about traits that make the City a good candidate for certain grants. She spoke about what Halff offers the City as far as assisting with identifying funding. Grant funding would be run through the EPA and not FEMA, so recent administrative changes will most likely not affect funding from government sources.

Ms. Fricchione spoke about State Revolving Fund (SRF) loan programs and the elements of eligibility and competitiveness.

Council discussed financing possibilities with Ms. Fricchione, including appropriateness of funding, grant percentages and candidacy, interest rates, piggybacks, Ms. Fricchione's

experience with similar funding.

City staff recommended adoption of the plan.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-14, ADOPTING A WASTEWATER FACILITY PLAN; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

***YES Homich
Rolfson
Walker
Cataldo
Bryant
Dawson
Crail***

NO None

PRIORITY PROJECT UPDATES

1. Odor Issues

There were no updates. The study is near completion.

2. Parking Downtown Improvements

Mr. Sandersfeld reported updates regarding Main Street Leasing and metering and one-way parking progress. Council discussed boat and trailer parking.

CITY MANAGER'S REPORT

Mr. Sandersfeld reported he would be attending the City/County Manager conference in May. Steve Langley would be Acting City Manager during that time.

Mr. Sandersfeld reported on the City's replacement of the holiday tree that was once provided by Main Street Leasing.

CITY ATTORNEY'S REPORT

No report.

COMMUNICATIONS AND REPORTS

Councilmember Dawson spoke about the Earth Day event. And the East Central Florida Planning Board meeting he would attend the following day.

Councilmember Crail thanked the City Clerks and commented favorably on the Strategic Plan update.

Councilmember Walker spoke about the Earth Day event and the Palm Sunday church service at Cauley Lott Park and the City's attendance.

Councilmember Rolfson spoke about the Lake County League of Cities and their bylaws revision, which would add areas being represented in this region. Councilmember Rolfson spoke about House Bill 991, which may endanger CRA funding. He thanked the City Clerks.

Mayor Homich mentioned the memorial bench issue and City policies.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 9:20 p.m.

**JAMES HOMICH, MAYOR
CITY OF MOUNT DORA**

Jeanann Hand, City Clerk
City of Mount Dora



CITY OFTM MOUNT D O R A

Andrew Marsian – Director of Utilities and Plant Operations

Water Conservation and Quality Presentation

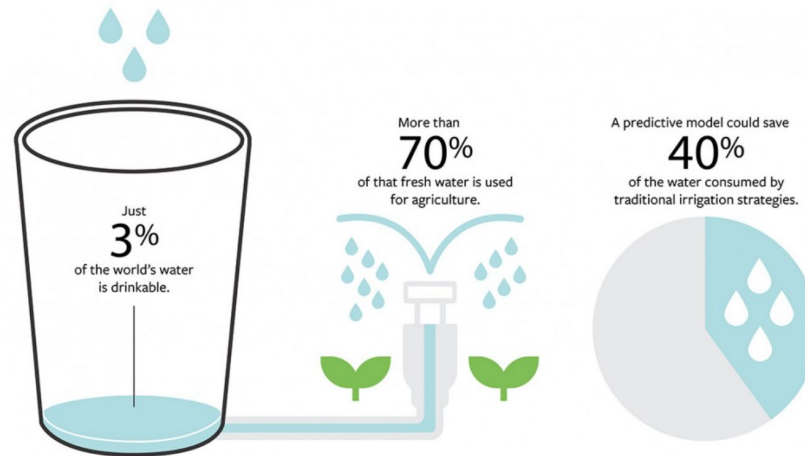
City Council Meeting – Tuesday, April 15th, 2025



Water Conservation



- ▶ What is water conservation?
- ▶ Water conservation encompasses the policies, strategies and activities to manage fresh water as a sustainable resource to protect the water environment and to meet current and future human demand. Population, household size and growth and affluence all affect how much water is used.



Cornell University



Water Conservation



- The goals of water conservation efforts include as follows:
 - To ensure availability for future generations.
 - The withdrawal of fresh water from an ecosystem should not exceed its natural replacement rate.



INDOOR CONSERVATION



- Shorten your shower by a minute or two and you'll save up to 150 gallons per month.
- Monitor your water bill for unusually high use. Your bill and water meter are tools that can help you discover leaks.
- Grab a wrench and fix that leaky faucet or toilet. It's simple, inexpensive, and you can save 140 gallons a week.
- Teach children to turn off faucets tightly after each use.
- Turn off the water while brushing your teeth! This will, on the average, save 3 gallons of water for each time you brush.
- Use conserving appliances, such as low-volume shower heads, efficient dishwashers and washing machines etc.
- Use low-flow toilets, and flush the toilet only when really necessary



OUTDOOR CONSERVATION



- 💧 Sweep or blow sidewalks, driveways and patios instead of hosing.
- 💧 Clean gutters and downspouts manually, without using a hose.
- 💧 Cultivate the soil regularly so water can penetrate and develop a good root system.
- 💧 Water lawns and plants in the early morning, late afternoon or at night so as to reduce evaporation
- 💧 Use drip or sprinkle irrigation and place water-holding mulch around garden plants



OUTDOOR CONSERVATION



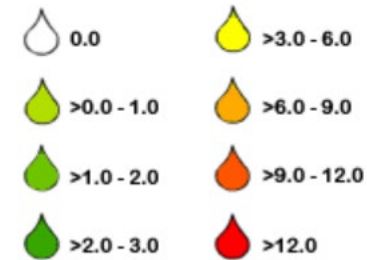
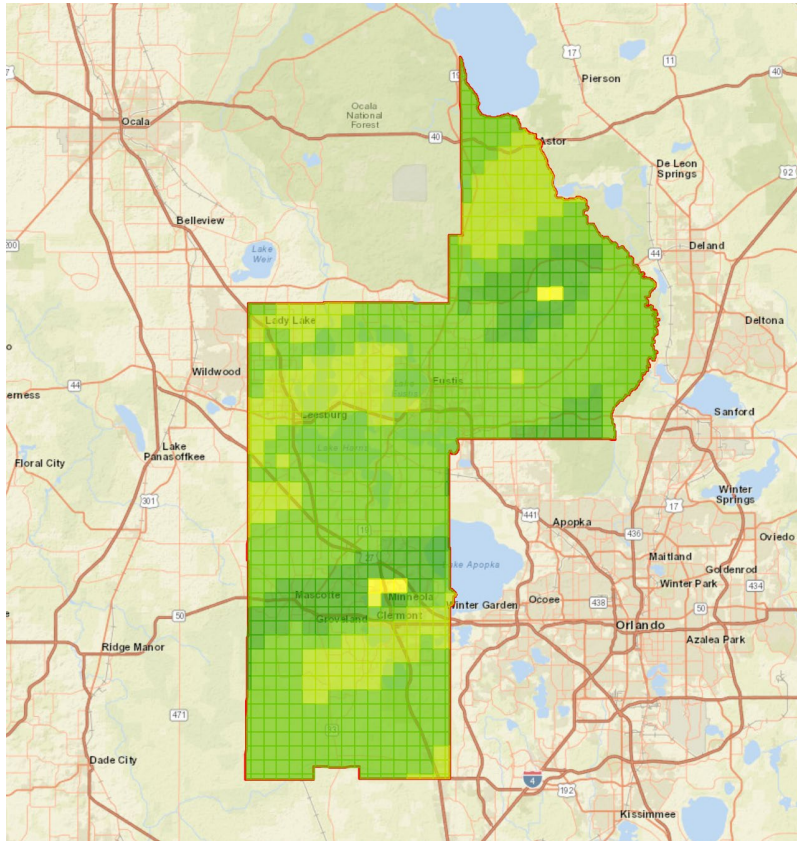
Time of year	Homes with <u>odd</u> numbered or no addresses	Homes with <u>even</u> numbered addresses	Nonresidential properties
Daylight saving time	Wednesday/Saturday	Thursday/Sunday	Tuesday/Friday
Eastern Standard Time	Saturday	Sunday	Tuesday

- Daylight saving time: Second Sunday in March until the first Sunday in November
- Eastern Standard Time: First Sunday in November until the second Sunday in March
- An odd numbered address is one that ends in 1, 3, 5, 7 or 9.
- An even numbered address is one that ends in 0, 2, 4, 6 or 8.
- Water only when needed and not between 10 a.m. and 4 p.m.
- Water for no more than one hour per zone.
- Restrictions apply to private wells and pumps, ground or surface water and water from public and private utilities.
- Some exceptions apply.

EXHIBIT A



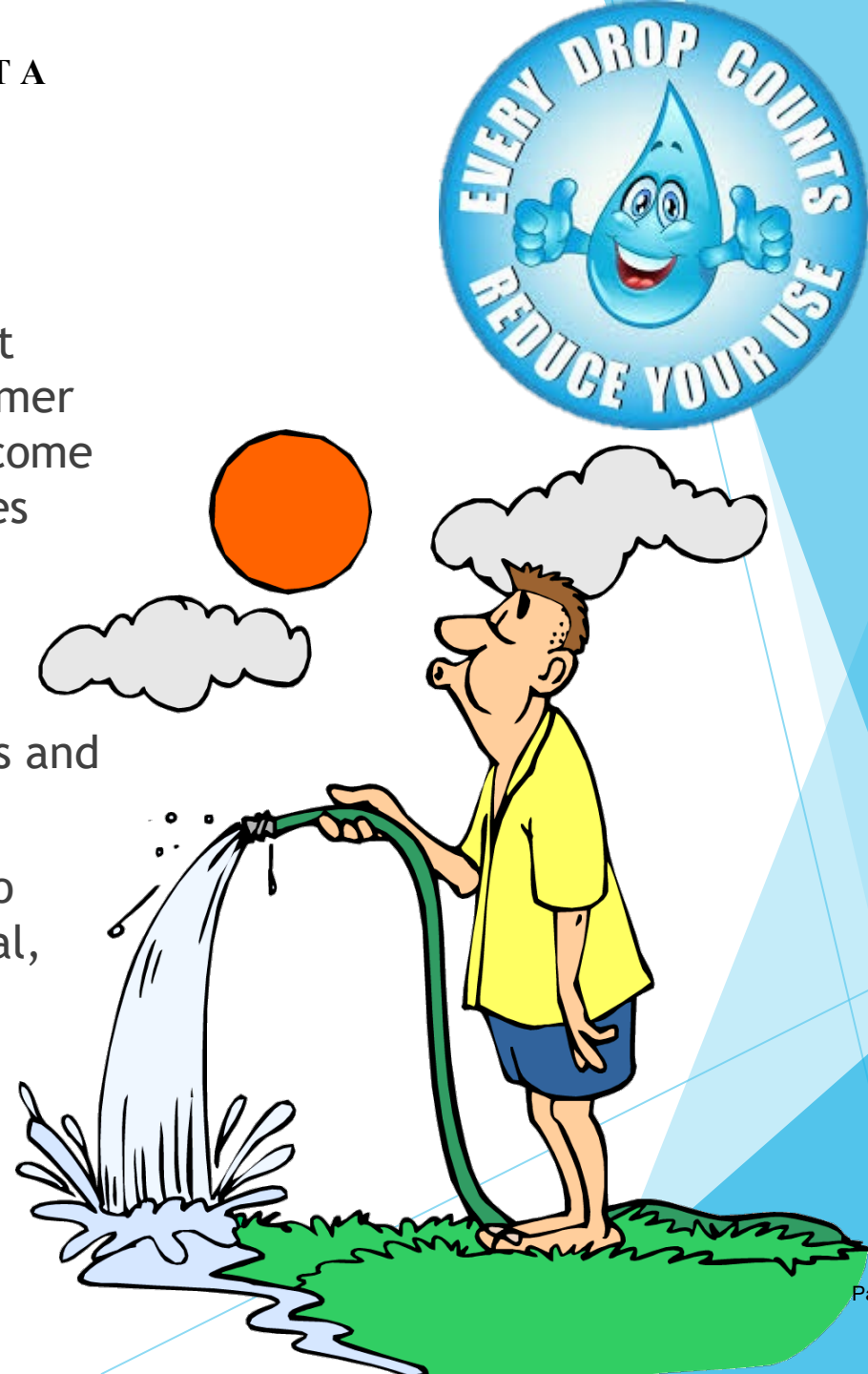
Lake County Rainfall



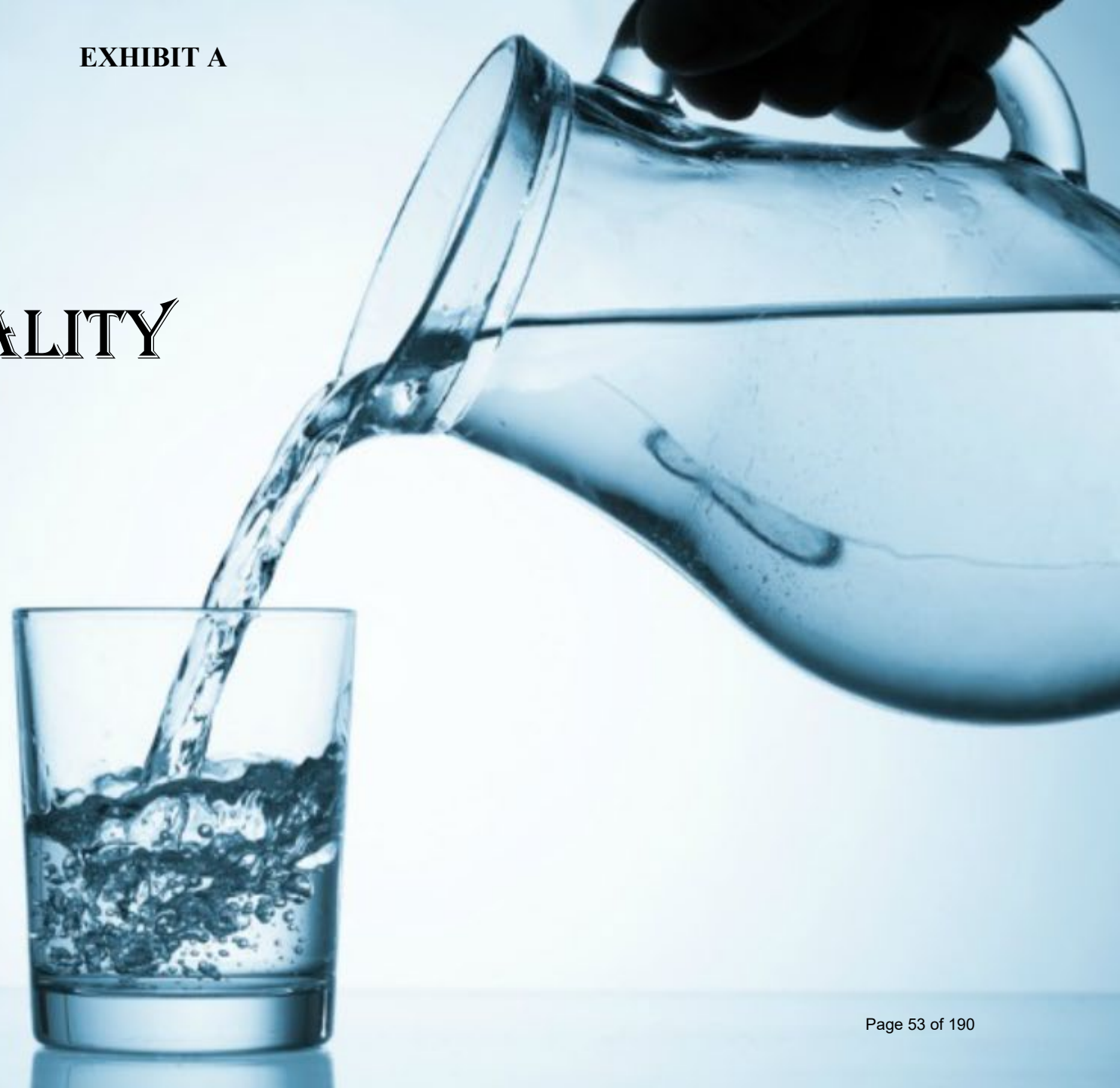


CONCLUSION

- Wasting water has become a significant environmental problem, both at consumer and industrial levels. Hence, it has become important for individuals and businesses alike to find out ways to reduce the wastage of water and conserve it.
- There are a lot of ways that we can conserve water at our home, industries and agricultural fields.
- Instead of waiting for somebody else to start conserving, let us, as an individual, take the first step towards conserving water!



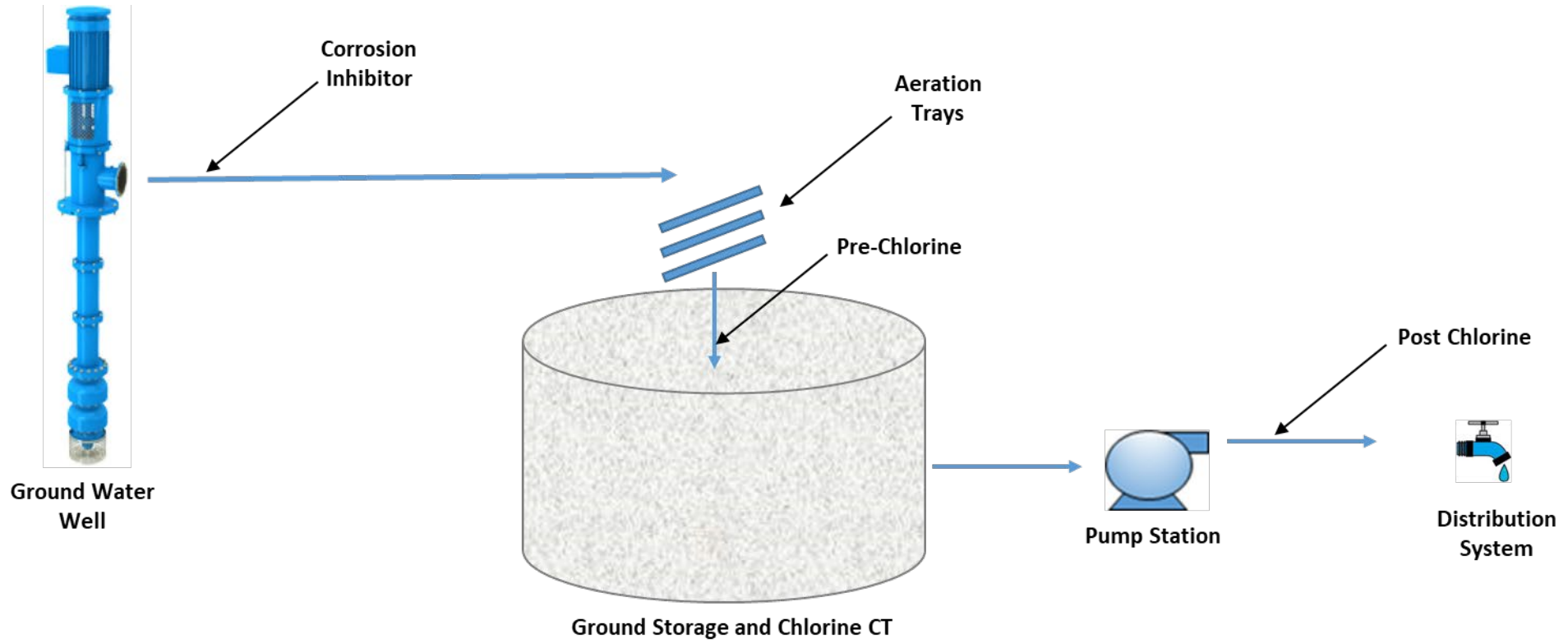
CITY OF MOUNT DORA DRINKING WATER QUALITY



What is Water Quality?

- **Can you drink it?**
- **Does it look and smell aesthetically pleasing?**
- **Where does our drinking water come from?**
- **How is drinking water treated?**
- **Who is responsible for drinking water quality?**

EXHIBIT A



CITY OF MOUNT DORA SYSTEM FLOW CHART

EXHIBIT A

Who Regulates Drinking Water?



Water Quality Sampling

- **Bac-T's – Forty (40) monthly bacteriological samples taken throughout Mount Dora testing for Total Coliform and E. Coli. In addition, quarterly samples are taken from all five (5) wells at each water treatment plant.**
- **Stage II – Quarterly samples taken from 4 locations for HAA5's (Haloacetic Acids) and TTHM's (Total Trihalomethanes).**

EXHIBIT A

Water Quality Sampling

UCMR – The U.S. Environmental Protection Agency (EPA) periodically requires public water systems throughout the nation to conduct monitoring under the Unregulated Contaminant Monitoring Rule (UCMR) for contaminants that may be present in drinking water but are not currently subjected to federal drinking water regulations. EPA establishes a list of priority unregulated contaminants every five years that public water systems must monitor during a specified UCMR cycle, which typically runs for three calendar years. The results are used to inform future regulatory decisions at the federal level.

EXHIBIT A

TTHM Results Sample

QUARTERLY MONITORING PERIOD: October - December 2024

PWS ID Number: 3350858

TTHM COMPLIANCE SUMMARY FOR SYSTEMS MONITORING QUARTERLY										
Monitoring Location*	DOH Lab Certification No.	This Quarter				Previous Quarter	2 Quarters Ago	3 Quarters Ago	TTHM LRAA** (µg/L)	TTHM OE Value*** (µg/L)
		No. of TTHM Samples Taken	Date Each TTHM Sample Taken (mo/da/yr)	TTHM Sample Result (µg/L)	TTHM Locational Quarterly Average (µg/L)	TTHM Locational Quarterly Average (µg/L)	TTHM Locational Quarterly Average (µg/L)	TTHM Locational Quarterly Average (µg/L)		
					A	B	C	D		
1850 S.R. 46 (WWTP #2)	E87610	1	10/8/24	50.15	50.15	40.86	48.25	44.25	45.88	47.35
1762 Hamlin Court	E87610	1	10/8/24	49.42	49.42	40.76	44.00	39.63	43.45	45.9
448 Laura Lane	E87610	1	10/8/24	46.17	46.17	48.04	45.74	38.37	44.58	46.53
19955 U.S. HWY 441 (7-11)	E87610	1	10/8/24	49.11	49.11	36.31	44.63	38.80	42.21	44.79

EXHIBIT A

HAA5 Results Sample

QUARTERLY MONITORING PERIOD: October - December 2024

PWS ID Number: 3350858

HAA5 COMPLIANCE SUMMARY FOR SYSTEMS MONITORING QUARTERLY										
Monitoring Location*	DOH Lab Certification No.	This Quarter				Previous Quarter	2 Quarters Ago	3 Quarters Ago	HAA5 LRAA** (µg/L)	HAA5 OE Value*** (µg/L)
		No. of HAA5 Samples Taken	Date Each HAA5 Sample Taken (mo/da/yr)	HAA5 Sample Result (µg/L)	HAA5 Locational Quarterly Average (µg/L)	HAA5 Locational Quarterly Average (µg/L)	HAA5 Locational Quarterly Average (µg/L)	HAA5 Locational Quarterly Average (µg/L)		
					A	B	C	D		
1850 S.R. 46 (WWTP #2)	E87610	1	10/8/24	30.08	30.08	18.27	21.98	50.43	30.19	25.10
1762 Hamlin Court	E87610	1	10/8/24	19.38	19.38	18.27	16.51	38.77	23.23	18.39
448 Laura Lane	E87610	1	10/8/24	22.55	22.55	20.78	17.05	38.70	24.77	20.73
19955 U.S. HWY 441 (7-11)	E87610	1	10/8/24	26.46	26.46	20.93	21.94	45.57	28.73	23.95

EXHIBIT A

PFA's Results Sample

Most recently, UCMR 5 required sample collections for 30 chemical contaminants between 2023 and 2025. These contaminants included 29 per- and polyfluoroalkyl substances (PFAS) and lithium.

Below is a listed of *detected* compounds and their concentration for Mount Dora:

<i>CHEMICAL</i>	<i>DATE SAMPLED</i>	<i>RESULT</i>
PFPeA	9/25/2024	0.0056 µg/L
PFOA	9/25/2024	0.0055 µg/L
PFHxA	9/25/2024	0.0034 µg/L
PFHxS	9/25/2024	0.0052 µg/L
PFBS	9/25/2024	0.0042 µg/L

WATERLESS

FLORIDA'S WATER – IT'S WORTH SAVING

Questions?



City of Mount Dora

Wastewater Treatment Plant No. 2 Expansion

April 15, 2024

WASTEWATER TREATMENT PLANT NO. 2



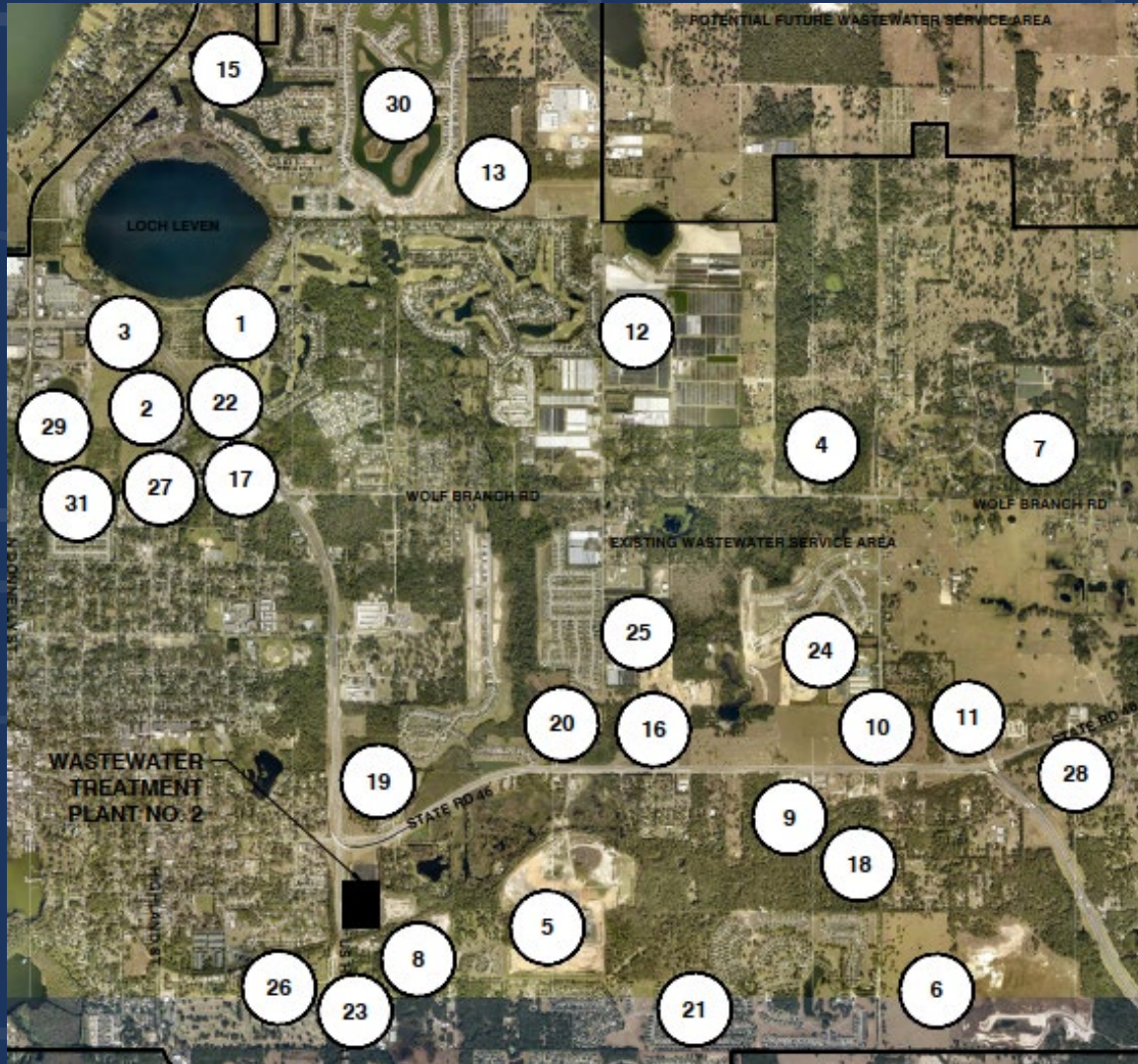
Existing WWTP No. 2:

- Southwest Corner of SR 46 and US 441
- Serves Areas Primarily East of 441
- Originally Constructed in 2005
- Reclaimed Water for Irrigation

SRF Process:

- Approval of Facilities Plan
- Submit Request for Inclusion
- Two Clean Water SRF Programs:
 - Regular
 - Supplemental – Hurricane Milton

DRIVERS FOR EXPANSION



Population Growth:

- 4,533 Additional ERUs Approved
- Primarily in Eastern Portion of Service Area
- Additional Growth Over 20 Year Planning Period

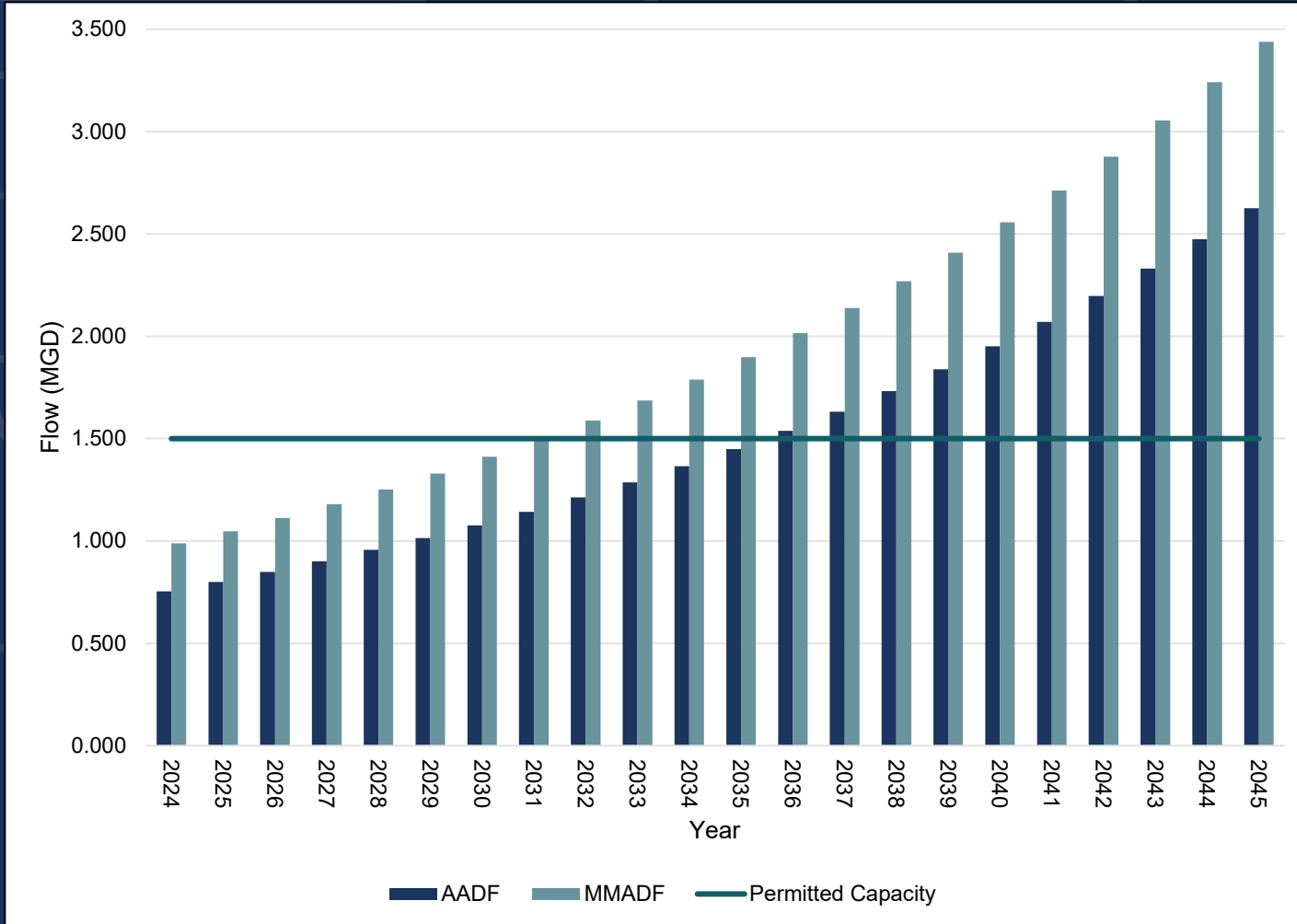
Water Quality Limits:

- Basin Management Actions Plans:
 - Wekiva River BMAP
 - Upper Ocklawaha River BMAP
- Nutrients of Concern:
 - Nitrogen
 - Phosphorus

Increased Reliability & Redundancy

- Adverse Weather Events
- Varying Flow & Influent Loading Conditions
- Equipment Maintenance & Downtime

WASTEWATER FLOW PROJECTIONS



Rapid Growth in Influent Flow:

- Historical Flow Rates:
 - 2020 to 2024 Average Increase of 6.12%
 - Flows in 2024 Exceeded 50% of Capacity
- Impact of Approved Development:
 - 2024 Average: 0.754 MGD
 - Approved Development: 1.360 MGD
 - Total Existing Commitment: 2.114 MGD
- Current Capacity Exceeded in 2032
 - Expansion to 3.5 MGD Recommended

EFFLUENT WATER QUALITY

Water Quality Parameter	Current Permit Limits	Proposed Design Limit
Flow	1.5 MGD	3.5 MGD
Biochemical Oxygen Demand (BOD ₅)	20.0 mg/L	5.0 mg/L
Total Suspended Solids (TSS)	5.0 mg/L	5.0 mg/L
Total Nitrogen (TN)	10.0 mg/L	3.0 mg/L
Total Phosphorus (TP)	No Limit	1.0 mg/L



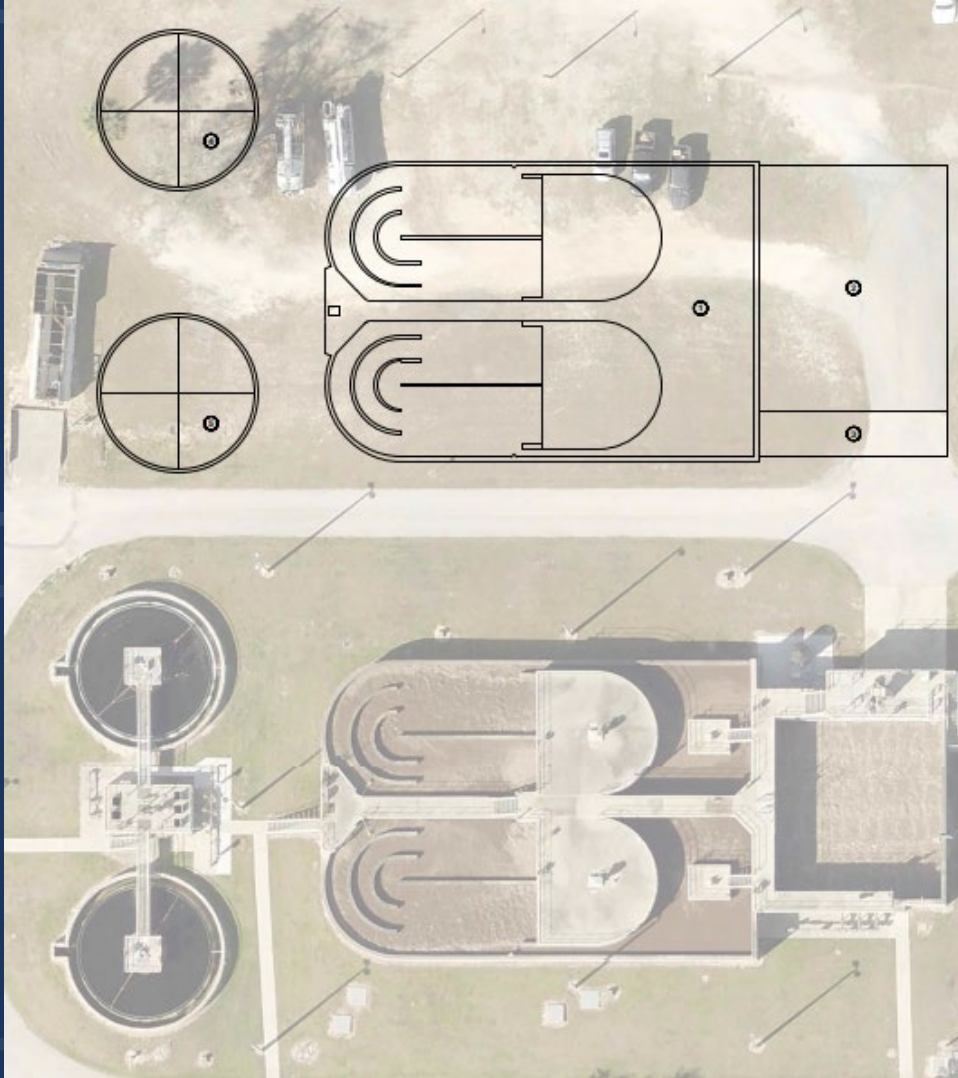
ALTERNATIVES EVALUATION



Three Alternatives for Each Unit Process:

- No Action Alternative
 - Utilize Existing WWTP Components
 - Capacity & Water Quality Limitations
- Expansion of Existing
 - Larger Facilities Working with Existing
 - Limitations Due to Site Constraints & Hydraulics
- Replacement of Existing
 - Relocated Facilities or New Technology
 - Increases Capacity & Improves Water Quality
 - Maximizes Use of the WWTP No. 2 Site

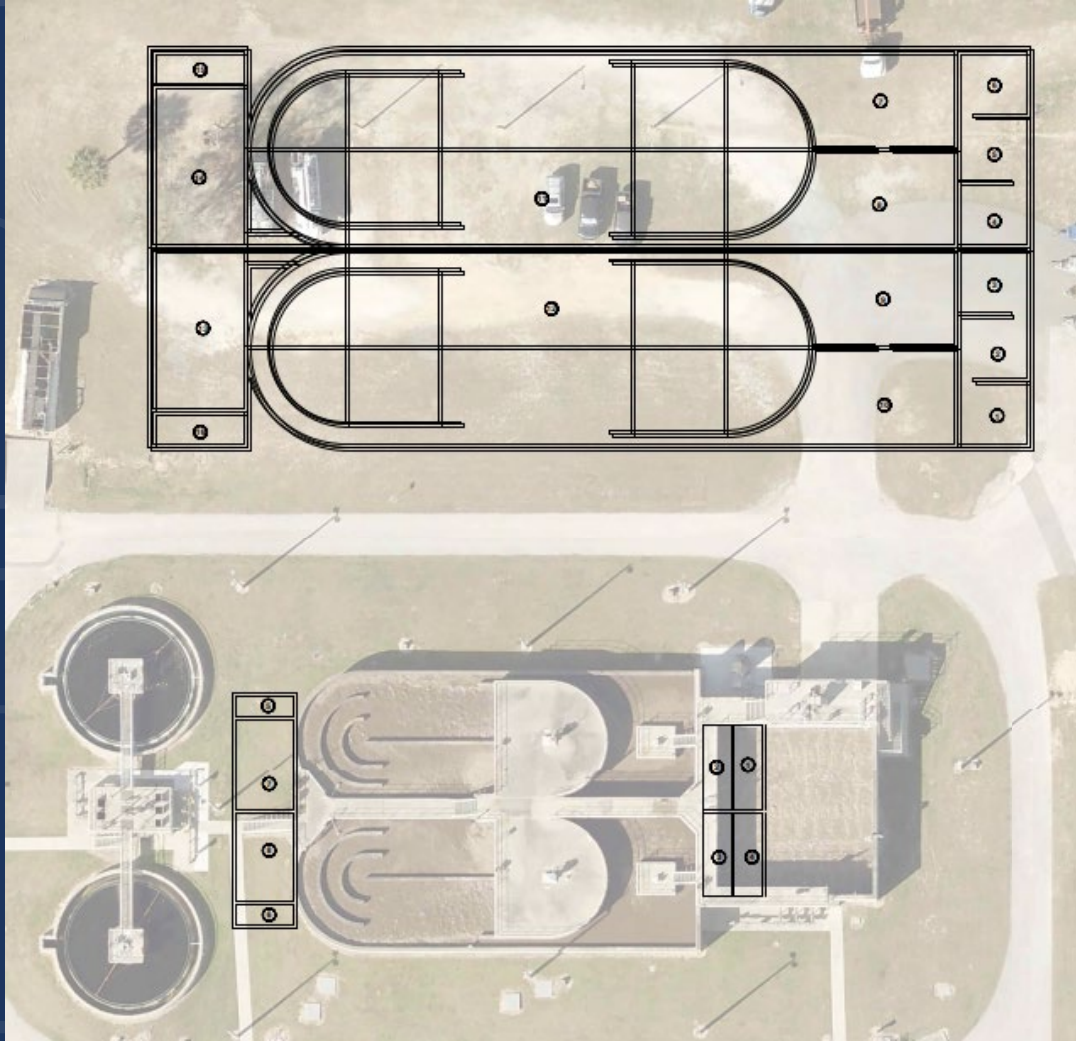
MIRROR EXISTING BIOLOGICAL PROCESS



Concept from Original Design:

- Same Layout as Existing Process:
 - Headworks
 - Flow Equalization
 - MLE Process with Oxidation Ditches
 - Secondary Clarifiers
- Does Not Meet the Needs of the WWTP:
 - Maximum Capacity Increase to 3.0 MGD
 - Limited Nitrogen Removal Capability
 - No Phosphorus Removal
 - Eliminated from Consideration

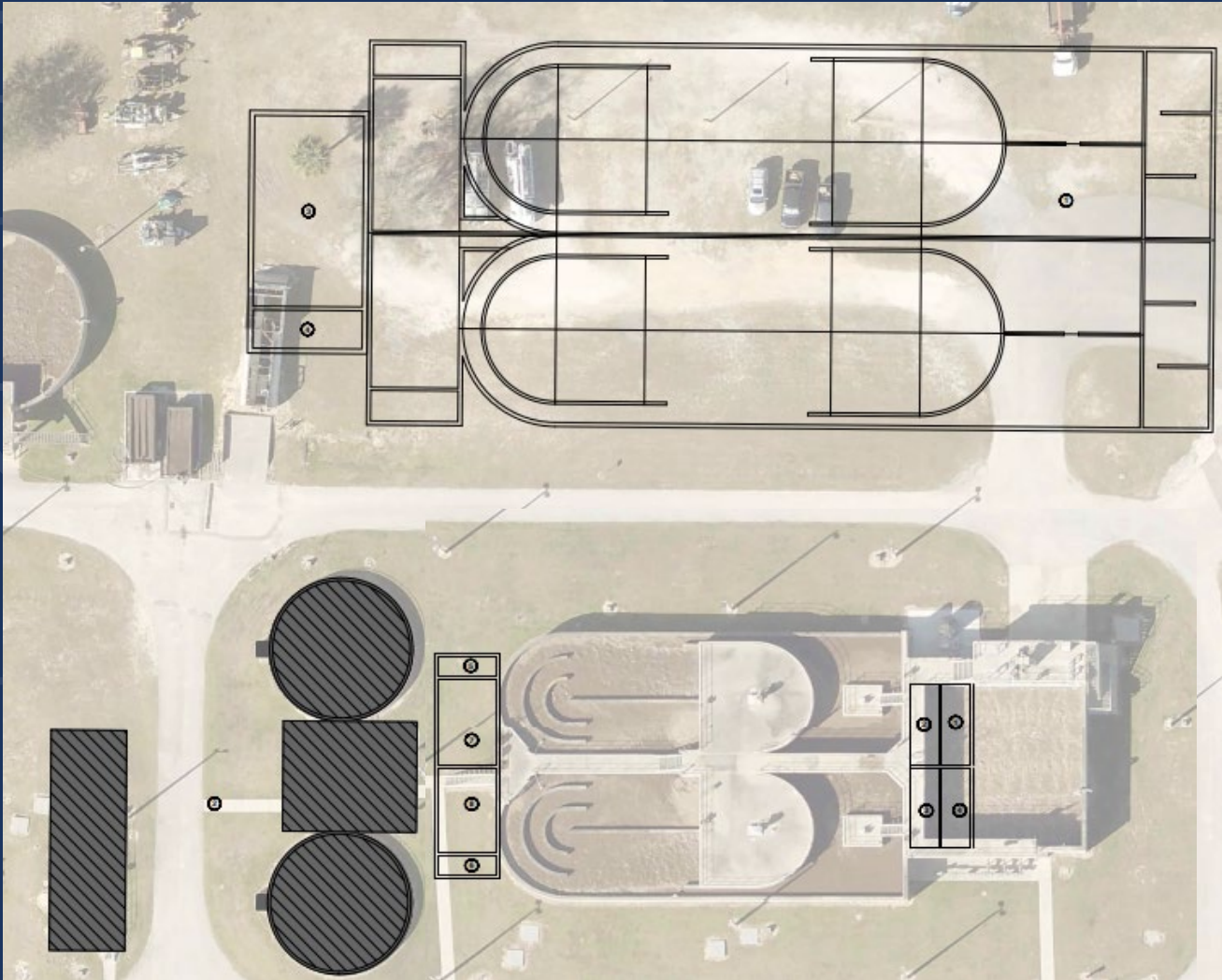
FIVE-STAGE BARDENPHO



Advanced Wastewater Treatment:

- Extension of the Existing Treatment Process:
 - Anaerobic and Additional Anoxic Volume
 - Able to Utilize Oxidation Ditches
 - Existing Process can be Converted
- Benefits of the Alternative:
 - Familiar Process and Technology
 - Single Biological Treatment Process
 - Capacity Increase to 3.5 MGD
 - Maximizes Nutrient Removal

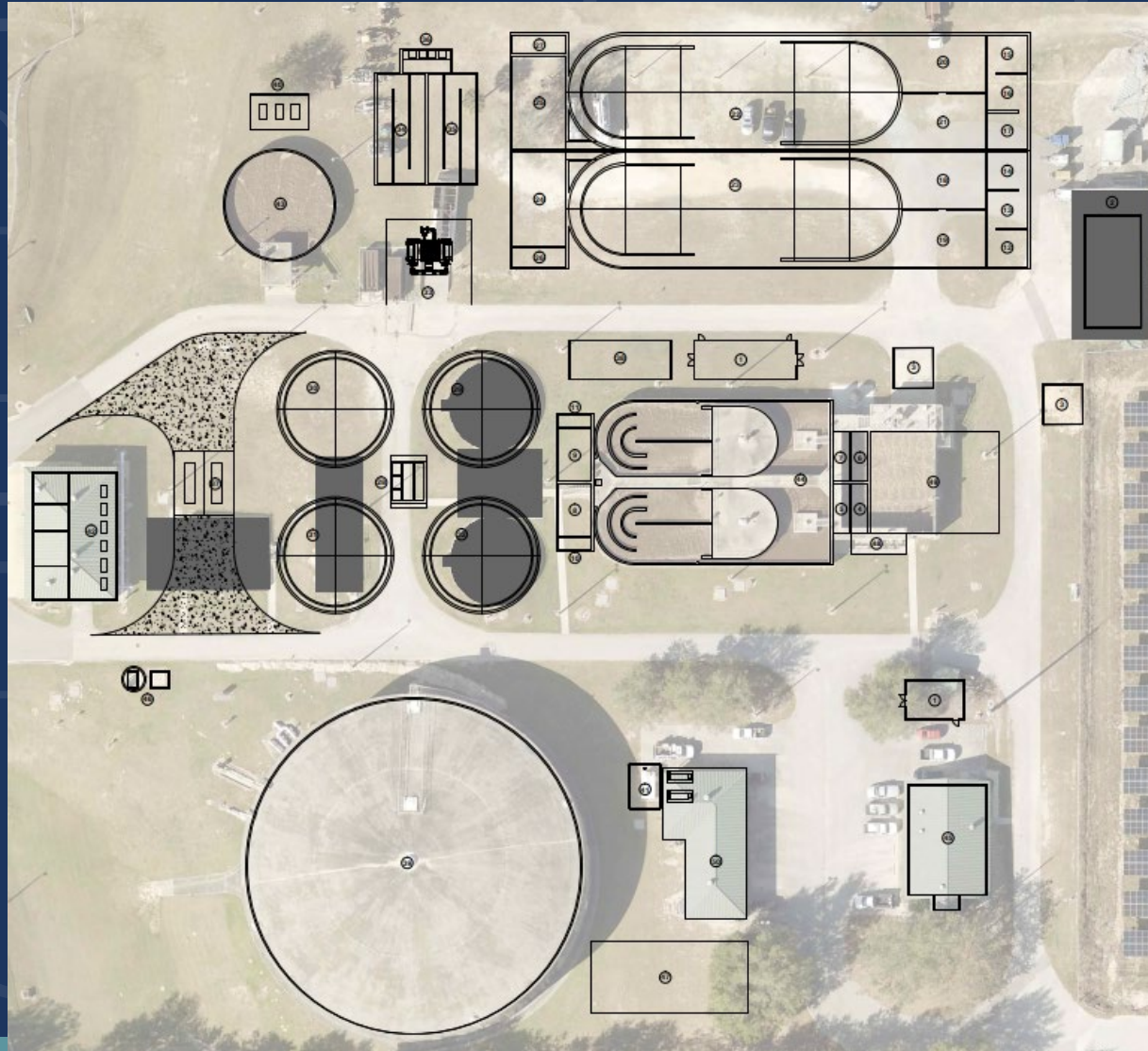
MEMBRANE BIOREACTOR



Increased Capacity in Smaller Footprint:

- Advanced Wastewater Treatment Process:
 - Utilizes Five-Stage Bardenpho Process
 - Membranes Replace Clarifiers & Filters
- Meets the Needs of the WWTP:
 - Single Biological Treatment Process
 - Capacity Increase to 3.5 MGD
 - Maximizes Nutrient Removal
- Eliminated from Consideration:
 - Unfamiliar Technology
 - High Capital Costs
 - High Power Costs
 - High Membrane Replacement Costs

RECOMMENDED ALTERNATIVE



Recommended Alternative:

- Headworks with Odor Control
- Expanded Equalization Basin with Odor Control
- Five-Stage Bardenpho Treatment Train
- Convert Existing MLE Process to Bardenpho
- Secondary Clarifiers
- Disk Filters
- Chlorine Contact Basin
- Expanded Reclaimed Water Pump Station
- Chemical Storage and Feed Facility
- Sludge Holding Tank Blowers
- Screw Press for Biosolids Dewatering
- Electrical Buildings and Generators
- SCADA System Improvements
- Relocated Storage Building

CONCEPTUAL PROJECT COSTS

Treatment Plant Component	Estimated Cost
Influent Screening & Grit Removal	\$5,000,000
Biological Treatment	\$10,600,000
Existing Biological Process Modifications	\$3,300,000
Secondary Clarification	\$12,500,000
Tertiary Filtration	\$3,200,000
Disinfection	\$7,700,000
Reclaimed Water Storage and Pumping	\$3,900,000
Solids Handling	\$3,200,000
Electrical	\$19,800,000
Instrumentation and Controls	\$9,900,000
Construction Subtotal	\$79,100,000
Contingency (20%)	\$15,900,000
Construction Total	\$95,000,000

Capital Costs	Estimated Cost
Construction	\$95,000,000
Engineering	\$8,600,000
Administrative	\$2,000,000
Total Capital Costs	\$105,600,000



ENVIRONMENTAL IMPACTS



Environmental Impacts:

- No Off-Site Improvements
- 20 Years of Being an Active WWTP
- No Anticipated Environmental Impacts

Environmental Benefits:

- Enhanced Nutrient Removal:
 - Nitrogen Reduction: 38,325 lbs/year
 - Phosphorus Reduction: 13,075 lbs/year
- Odor Control:
 - Headworks Odor Control
 - Flow Equalization Odor Control

EXHIBIT B



IMPLEMENTATION SCHEDULE

Task	2025	2026			2027			2028			2029			2030		
Preliminary Design																
FDEP Permitting																
Final Design																
Advertise for Bids																
Award Contract for Construction																
Construction																
Closeout of Construction																
Begin SRF Loan Repayment																

Q&A

City of Mount Dora

Funding Strategy

Wastewater Treatment Plant #2

April 15, 2025

WWTP #2 PROJECT PHASES

The initial estimated cost of the project is \$105,181,960 and the project is anticipated to take 4.5 years to complete.

Halff has identified grant and loan opportunities to assist in financing this endeavor.

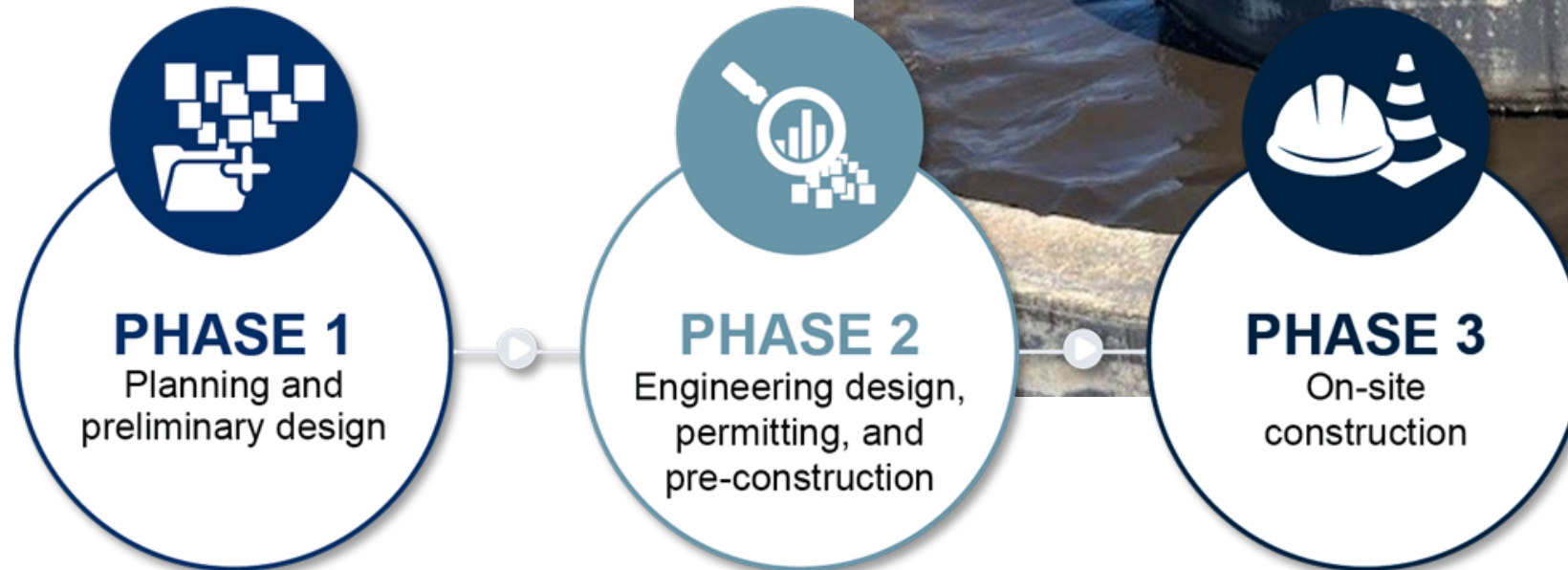


EXHIBIT B

FUNDING CALENDAR OVERVIEW

The following calendar creates a schedule for anticipated or recommended application timelines. Because four of the seven recommended programs have a rolling deadline, Halff suggests the most strategic timeframe for applying over the two years.

Funding Program	2025												2026											
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
CWSRF – Supplemental Appropriation		◇	◇	◆																				
CWSRF – Base Program					◇	◇	◇	◆																
Florida Jobs Growth Grant Fund*								◇	◇	◆														
WQIP															◇	◇	◆							
WIFIA*																		◇	◇	◇	◆			
Alternative Water Supply Grant Program**																			◇	◇	◇	◆		
Springs Restoration Grant Program**																			◇	◇	◇	◆		

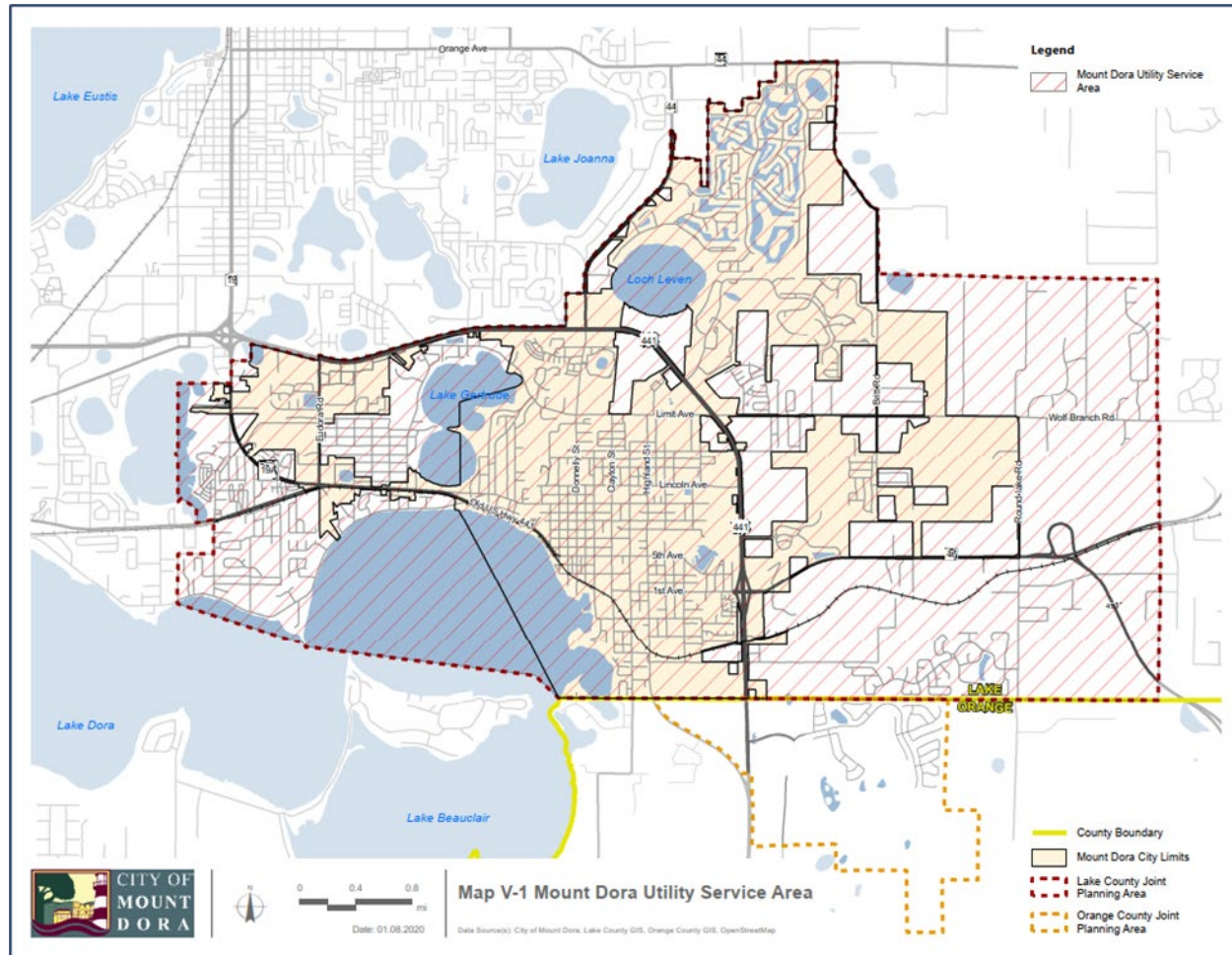
<u>Key:</u>
◇ Position
◆ Apply

* Rolling deadline – for Florida Jobs Growth Grant Fund, Halff recommends positioning for an application in July for the best opportunity for funding. For WIFIA, the best option shortly after the beginning of the federal fiscal year (October).

** These opportunities will be open at the end of 2025 but Halff recommends deferring until the end of 2026 to prioritize WQIP which is also funded through FDEP. At a later stage in the project life cycle the applications for AWS and the Springs Restoration grants will be stronger.

LOAN PROGRAMS

EXHIBIT B



Understanding the differences in interest rates and terms aids leveraging model financing options.

WIFIA Interest Rates

WIFIA offers competitive interest rates that can be beneficial for large infrastructure projects and public works.

Florida SRF Terms

The Florida SRF provides favorable repayment terms, allowing flexibility for local governments and project managers.

QUESTIONS



Lisa King, GPC
lking@halff.com



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES**

May 6, 2025. 6:00 p.m.

Mount Dora City Hall

510 North Baker Street, Mount Dora, Florida 32757

CALL TO ORDER

Having been duly advertised as required by law, Mayor James Homich called to order the Regular Session of City Council at 6:00 p.m. in the Mount Dora Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

Mayor Homich led a moment of silence and Pledge of Allegiance.

ROLL CALL

Members Present

James Homich, Mayor

John Cataldo, Vice-mayor

Cal Rolfson, District 2

Dennis Dawson, District 3 (attending by Zoom)

Marc Crail, District 4

Nate Walker, District 5

Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager

Patrick Brackins, City Attorney

Jeanann Hand, City Clerk

PRESENTATIONS

1. Proclamation Building Safety Month 2025

Mayor Homich read the proclamation into the record. City Building Official John Abner spoke briefly about his appreciation for Council's support for his department. He recognized the Building Department staff who were present at the meeting. He thanked Mr. Faden, who was also present, as well as the City of Eustis Building Department.

2. Proclamation Asian, Native Hawaiian, and Pacific Islander Heritage Month

Mayor Homich read the proclamation into the record.

3. Proclamation Honoring the Life and Work of Dr. Christine Harris

Councilmember Walker read the proclamation into the record. Members of Dr. Harris's family were present to receive the signed proclamation.

PUBLIC COMMENT

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

APPROVAL OF AGENDA

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA AND THE
CONSENT AGENDA WITH CONSENT AGENDA ITEM TWO, REQUEST APPROVAL OF THE***

SECOND AMENDMENT TO THE CONSTRUCTION MANAGER AT-RISK AGREEMENT WITH FADEN BUILDERS, INC. TO BECOME ACTION ITEM THREE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. Request Approval of Mutual Aid Agreement between Orange County Fire Rescue and Mount Dora Fire Department
- ~~2. Request Approval of the Second Amendment to the Construction Manager At Risk agreement with Faden Builders, Inc.~~ ****Moved to Action Item Three***
3. Request Approval of Grant Application to the Florida Dept. of State Division of Historical Resources for \$50,000.
4. Request Approval to Renew Piggyback Agreement with Allied Universal Corporation (15% Sodium Hypochlorite)

ACTION ITEMS

1. Request to Foreclose on Property at 338 South Rhodes Street, Mount Dora, Florida 32757

Planning Director Adam Sumner provided a brief summary of the agenda item and explained the next step in a lengthy code case. The property owner's demolition of the house without permits resulted in an unsafe structure and eyesore. The owner relocated and there was no other family to maintain the property. Magistrate David Bear issued an order for staff to secure and demolish the property. The City spent funds to maintain the site. Foreclosure prevents good property owners who comply with City codes from having to fund problem property owners. There was no one present representing the owner. The owner resides in a care facility and is aware of this process taking place. The vacant lot currently has a worth of about \$65,000.00.

Council considered sending profits from the sale of the land to the current owner. The City spent approximately \$41,000.000 to secure, demolish, and clean up the property. The property owner's sister is in favor of the foreclosure. Council considered the treatment of other similar cases. Council and staff discussed the purposes and the consistent enforcement of liens and foreclosures. They considered their actions in prior similar cases. Council considered its duty to reimburse the taxpayers for the funds spent on this property. They agreed to focus on the simple substance of this agenda item; other related matters may be decided later.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE FORECLOSURE ON THE PROPERTY AT 338 SOUTH RHODES STREET, MOUNT DORA, FLORIDA 32757; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

YES Homich

Dawson

Cataldo

Crail

Rolfson

Bryant

NO *Walker*

2. Award of Invitation to Bid (ITB) #25-UT-010 - Furnishing and Installation Multi-Rake Bar Screen and Screenings Wash Press at Wastewater Treatment Plant No. 1

Water Utility Director Andrew Marsian explained the item to Council. This item provides the furnishing and installation of a multi-rake bar screen and screenings wash press at Wastewater Treatment Plant #1, which is necessary due to the age and condition of the existing equipment. The existing equipment was installed in 1987. This item was also listed as a necessity under the conditions required for the 2023 permit from the Florida Department of Environmental Protection. The equipment removes floating, particulate, fibrous, and other larger debris such as rags from the waste stream and dewateres the consolidated material. The plant is currently operable, but this item is necessary before conditions deteriorate and become critical.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER CRAIL TO APPROVE THE AWARD OF THE INVITATION TO BID (ITB) #25-UT-010 - FURNISHING AND INSTALLATION MULTI-RAKE BAR SCREEN AND SCREENINGS WASH PRESS AT WASTEWATER TREATMENT PLANT NO. 1; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

Yes *Walker*

Bryant

Rolfson

Crail

Dawson

Homich

Cataldo

No *None*

3. Request Approval of the Second Amendment to the Construction Manager At-Risk (CMAR) Agreement with Faden Builders, Inc.

Mayor Homich pulled this from the Consent Agenda and placed it at number three under Action Items. Mayor Homich expressed concern that this renewal might preclude competition. Planning Director Adam Sumner told Council the City recently completed a new Request For Proposal (RFP) document for a three-year (with an option to extend) CMAR agreement and an RFP for on-call construction. Staff explained the purpose and advantages of CMARs. Mr. Sumner spoke about the characteristics the City

considers when choosing contractors. Actions related to these RFPs will be at the first Council meeting in June.

Mr. Brackins explained that the City acts within the boundaries of procurement regulations when working with CMARs. The agreement with current CMARs and the options to extend were used within the law.

Council discussed their desire for fairness, competitive pricing, and procurement methods related to those interests. The current CMARs are eligible to bid for the new contracts. No current or imminent projects will be affected by the new agreements.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE SECOND AMENDMENT TO THE CONSTRUCTION MANAGER AT-RISK (CMAR) AGREEMENT WITH FADEN BUILDERS, INC.; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

YES Dawson

Rolfson

Crail

Cataldo

Walker

Bryant

NO Homich

4. Request Approval of Task Authorizations with Faden Builders, Inc. for the 5th Avenue & Donnelly Street Information Kiosk

This was tabled at March 18th meeting while Council and staff considered options for monitor placement. Economic Development Director Misty Sommer provided information on the updated task authorization. There was a \$1,500.00 increase in cost. This pricing will hold for an additional 30 days.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATIONS WITH FADEN BUILDERS, INC. FOR THE 5TH AVENUE & DONNELLY STREET INFORMATION KIOSK; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-1 ROLL CALL VOTE.

YES Cataldo

Crail

Dawson

Walker

Bryant

Rolfson

NO *Homich*

5. Request Approval for Award of RFP #25-UT-001 - Generator Maintenance and Repair Contract

Mr. Sandersfeld explained the item and said staff recommended approval. Mr. Marsian explained this is a routine maintenance contract. Council and staff discussed the City's commitment to care for the generator at the First Baptist Church because of their longstanding Emergency Operations cooperation with the City.

The Generator Maintenance and Repair Contract is for regular major (annual) and minor (semi-annual) services and repair of emergency generators located throughout the City. The generators are located at lift stations, various buildings, and water & wastewater treatment plants.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AWARD OF RFP #25-UT-001 - GENERATOR MAINTENANCE AND REPAIR CONTRACT TO NIXON POWER SERVICES; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES *Rolfson*

Bryant

Homich

Cataldo

Walker

Crail

Dawson

NO *None*

6. Request Approval of the Final Guaranteed Maximum Price (GMP) for the Construction Manager At Risk Contract with Charles Perry Partners, Inc., for the Construction of the Community Resource and Recreation Center

Planning Director Adam Sumner summarized the history and purpose of the item. Charles Perry Partners, Inc. (CPPI) was selected from a Request for Qualifications (RFQ) to build this project. The anticipated construction time is 10-11 months. The design of the facility was completed by the design team at Borrelli & Partners. Council approved CPPI contract on February 18th and knew GMP would be

coming back. The Final Guaranteed Maximum Price (GMP) is \$15,799,641. Staff recommended approval.

Council and staff discussed certain features that were cut from the design. The City could purchase bleachers for the facility. The presented GMP includes everything for the four acres including drainage, paving for parking, and landscaping. Solar panels are not included.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FINAL GUARANTEED MAXIMUM PRICE (GMP) FOR THE CONSTRUCTION MANAGER AT RISK CONTRACT WITH CHARLES PERRY PARTNERS, INC., FOR THE CONSTRUCTION OF THE COMMUNITY RESOURCE AND RECREATION CENTER; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson

Crail

Cataldo

Homich

Walker

Dawson

Bryant

NO None

PRIORITY PROJECT UPDATES

1. Odor Issues

Water Utility Director Andrew Marsian spoke about the final report from the odor study which was sent to Council that morning and posted to the website for the community. The odor emission source was found to be the landfill. There will be a meeting with stakeholders on how best to move forward. Council and staff discussed partnership with the County and cooperation from FDEP moving forward. Council thanked Mr. Marsian and staff and the City Manager for their work on this matter.

2. Parking Downtown Improvements

Mr. Sumner provided two handouts for Council illustrating two options for reconfiguring Alexander Street for increased parking. He explained to Council it is all about education, starting with signage way down Old 441 and all the way down Highland, months before the change, notifying the public that one-way streets are going in. The cost of striping and signage would be less than \$15,000.00. Baker Street offers less space than Alexander. The current Baker spaces are not in the City's inventory because they are not striped. Council and staff discussed traffic direction and traffic management. The City may hold

a public workshop and prepare a parking study RFP. Council voiced a consensus to set up a workshop which will also include paid parking.

CITY MANAGER'S REPORT

Mr. Sandersfeld directed attention to the audit communications in the agenda packet.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about the Form 6 injunction, telling Council that Form 1 is the correct form to complete for the July 1 deadline. If the injunction is lifted before July 1, they may have to fill out Form 6.

Regarding the CRA Expansion, the County filed a lawsuit arguing against the slum and blight findings. Mr. Brackins said he would discuss with the County Attorney ways to expedite the process.

The AMCO case is still unfinished. The court issued an order granting AMCO's motion to dismiss but didn't yet enter an order on the City's similar motion. It is expected the City's motion to dismiss will be granted shortly.

COMMUNICATIONS AND REPORTS

Councilmember Rolfson spoke about the Building Department's new location and the Butterfly Garden event.

Councilmember Bryant spoke with Mr. Brackins about the motion to dismiss. He mentioned the new Lincoln Park parking lot, and the recent pickleball tournament at Donnelly Park during which spectators enjoyed the new sod at the park.

Vice-mayor Cataldo spoke favorably about the Donnelly Park improvements, police presence at a City event, and the many new trees downtown.

Mayor Homich mentioned an amendment to Live Local Act to except the Wekiva Study Area, and the Lake Cares Food Pantry Grand Opening. Councilmember Rolfson commended Council for their testimony regarding the Live Local act.

ADJOURNMENT

MOTION BY COUNCILMEMBER WALKER TO ADJOURN; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

There being no further business for discussion, the meeting adjourned at approximately 7:32 p.m.

JAMES HOMICH, MAYOR

CITY OF MOUNT DORA

Jeanann Hand, City Clerk

DRAFT



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL MINUTES
May 20, 2025
City Hall 510 N. Baker St.
Mount Dora, FL 3275

CALL TO ORDER

Having been duly advertised as required by law, Mayor James Homich called the Regular Session of City Council to order at 6:00 p.m. in the Mount Dora Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance to the Flag were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

Members Not Present

John Cataldo, Vice-mayor
Cal Rolfson, District 2

PRESENTATIONS

1. Community Hero Award Fire Department

Fire Chief Joseph Hightower spoke to Council about the three Lowe's employees who successfully administered life-saving procedures for a cardiac arrest that occurred in their store. The three employees, Jimmy Givens, Robyn McDonald, and Rafael Valdez were present and received a Community Hero Award presented by the Mount Dora Fire Department.

2. Presentation of Eagle Scout Chris Starcher's Completed Project

Library Director Cathy Lunday introduced Chris Starcher, who spoke about his work in the Butterfly Garden, including refurbishing a bench and building a trellis, all without City funding or nonprofit support.

3. Create Conservatory-Nikki Duslak

Councilmember Dawson introduced Nikki Duslak, who founded and is head of school at Create Conservatory. The conservatory provides STEM education through arts integration. They are building a new building and are partnered with the Mount Dora Art League.

4. Forvis Mazars, LLP Audit Presentation

Finance Director Jennifer Gates introduced Bill Bland and Grant White to present information related to the City's Annual Comprehensive Financial Report. The presentation is attached to the minutes as Exhibit A.

PUBLIC COMMENT

Mayor Homich opened public comment.

Roy Miller, Leesburg, spoke about issues he is having with his property on Thrill Hill Road related to drainage. Mr. Sandersfeld told those present what the City is working on related to this issue.

Paul Ritter, Eudora Chase, spoke about the sidewalks in Eudora Chase and about material that could be used when they are replaced.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA AMENDED TO REMOVE THE REQUEST FOR ADOPTION OF RESOLUTION NO. 2025-25, APPROVING AERIAL FIREWORKS DISPLAY AT THE JULY 26, 2025, LAST CALL MOUNT DORA SUMMER CONCERT EVENT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

APPROVAL OF CONSENT AGENDA

1. Request Approval of Agreement Between the Mount Dora Christian Academy and the City of Mount Dora for a School Resource Officer Program
2. Request Approval of Agreement Between the School Board of Lake County and the City of Mount Dora for the School Resource Officer Program
3. Request Approval of Memorandum of Understanding Central Florida Internet Crimes Against Children Task Force
4. Request Approval to Apply for the Abandoned African-American Cemeteries Grant for the Historic Edgewood Cemetery in the Country Club Development
5. Request Approval of Meeting Minutes

MOTION BY COUNCILMEMBER CRAIL TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Approval of Grant Application to the Florida Department of Transportation (FDOT) District Five for the Public Transit Service Development Program funding

Economic Development Director Misty Sommer spoke to Council about the grant opportunity. The City considered applying before the Freebee shuttle was contracted, but the timing did not work. The City requests now applying for expansion of the Freebee service area. It can be applied to new or expansion of service areas. The purpose of this item is just to approve the grant award. Further discussion about the program will take place during budget season. If the City sees it does not need this funding, the City can turn down the award.

Council and staff spoke about fixed routes versus on-demand and about expansion beyond the CRA. The new funding could be used for a new service within the CRA or expanding beyond it.

Council and staff discussed CRA boundaries. The Northeast CRA cannot fund it because it is not in their current plan. Northeast doesn't have the funds for it. Council thanked staff for the recent Freebee quarterly report.

Council and staff discussed Seminole County's recent adoption of Freebee service, fixed routes for the United Methodist Church (UMC) parking lot, and the reports provided on Freebee usage.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER BRYANT TO APPROVE THE GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DISTRICT FIVE FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM FUNDING; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

2. Request for Code Enforcement Fine Reduction for 2719 W. Old Highway 441 Mount Dora

Planning Director Adam Sumner introduced the item. The property was a shopping center, and the code case started circa 2013, beginning with a violation related to a change of use without proper permits. The issue was not resolved, and 1.5 years later there was a lien. The City's total cost incurred to date is \$2,490.00.

Joseph Kovecses, an attorney representing the property owner, was present. The owner didn't understand violation was still standing until the tenant left. The owner is not contesting the finding but is asking the City to waive the entire fine or reduce it to just the administrative costs the City has incurred. Council and staff discussed the justifications for reducing or waiving the fines, going over the processes by which the property owner and tenant are notified of violations, fines, and opportunities for compliance.

Mr. Brackins reminded those present that code enforcement is not about revenue, it is about compliance.

The property owner has no other Mount Dora properties.

Stated expenses include attorney time.

Council and staff discussed the inaction of violators who have appeared before Council, and about the safety issues resulting from code violations.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

Council and staff discussed amounts by which the fines might be reduced, and the reasons fines are imposed. Council made clear that safety is a primary concern.

MOTION BY COUNCILMEMBER WALKER THAT, IN CODE COMPLIANCE CASE # 2023-0166, THE CITY REDUCE THE FINE BY 25% TO \$5,175 TO BE PAID WITHIN 30 DAYS, OR, IF NOT PAID WITHIN 30 DAYS, THAT THE OBLIGATION REVERT TO THE FULL AMOUNT; COUNCILMEMBER BRYANT SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

***YES Dawson
Homich
Walker
Bryant
Crail
NO None***

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2025-24**, Approving Aerial Fireworks Display at July 3, 2025 Freedom on the Waterfront Event

Mr. Brackins read Resolution No. 2025-24 by title only.

RESOLUTION NO. 2025-24

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2025 FREEDOM ON THE WATERFRONT EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The event is scheduled for July 3rd, and the fireworks launch from Grantham Pointe begins at 9:15 p.m. The City has complied with all requirements and procedures for the fireworks display related to this event. This item is presented to Council because Section 50.250, City of Mount Dora Code of Ordinances requires City Council approval of any fireworks launched in the City.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER CRAIL TO ADOPT RESOLUTION 2025-24, APPROVING AERIAL FIREWORKS DISPLAY AT JULY 3, 2025 FREEDOM ON THE WATERFRONT EVENT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

YES *Crail*
 Dawson
 Walker
 Bryant
 Homich
NO *None*

2. Request Adoption of **Resolution No. 2025-26**, Approving New Employee Handbook

Mr. Brackins read Resolution No. 2025-26 by title only.

RESOLUTION NO. 2025-26

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, REPEALING AND REPLACING THE EMPLOYMENT POLICY & PROCEDURE REFERENCE GUIDE IN ITS ENTIRETY; ADOPTING A NEW EMPLOYMENT POLICY & PROCEDURE REFERENCE GUIDE (2025); INCORPORATING REVISIONS TO REFLECT CURRENT EMPLOYMENT PRACTICES, APPLICABLE LAWS, AND THE EXPIRATION OF THE GENERAL COLLECTIVE BARGAINING AGREEMENT THEREIN; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING

FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City of Mount Dora Employee Handbook has not received an update in several years. Over time, multiple resolutions and policy changes related to employee matters have been passed independently. This update consolidates all prior employee-related resolutions into a single, streamlined document, ensuring consistency and clarity for both employees and management.

Additionally, with the expiration of the City's General Collective Bargaining Agreement (CBA), key provisions previously governed by that agreement have been incorporated directly into the handbook. This ensures continued alignment with current practices and legal requirements while providing employees with a single, comprehensive reference for workplace policies and procedures.

This resolution will formally adopt the updated handbook as the governing document for City personnel policies moving forward.

The City's Labor attorney reviewed the new handbook. It was also reviewed by the City Attorney. The new handbook fits the strategic goal of maintaining and retaining the employees the City currently has.

Mr. Sandersfeld said that, if passed, each employee will sign an acknowledgment they have received the new handbook.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2025-26, APPROVING NEW EMPLOYEE HANDBOOK WITH CHANGES TO INFORMATION ON CITY ELEVATION, THE NUMBER OF AT-LARGE COUNCILMEMBERS AND A CORRECTED SCRIVENER'S ERROR; COUNCILMEMBER CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE

<i>YES</i>	<i>Walker</i>
	<i>Dawson</i>
	<i>Bryant</i>
	<i>Homich</i>
	<i>Crail</i>
<i>NO</i>	<i>None</i>

3. Request Adoption of **Resolution No. 2025-27**, Donating Mount Dora Police Department Surplus Assets

Mr. Brackins read Resolution No. 2025-27 by title only.

RESOLUTION NO. 2025-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA APPROVING THE DISPOSAL OF SURPLUS ASSETS WITH NO COMMERCIAL VALUE VIA DONATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR AUTHORITY TO THE MAYOR TO EXECUTE; PROVIDING FOR A SAVINGS PROVISION; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

Chief Gibson explained that certain items and equipment previously used by the Mount Dora Police Department are no longer needed by them. There is no commercial value associated with the items, and it is necessary to dispose of the property. Donating the surplus equipment to the Eatonville Police Department is a practical and efficient way to dispose of equipment that has exceeded its useful life at the Mount Dora Police Department.

Mayor Homich opened public comment. No one spoke.

MOTION BY COUNCILMEMBER CRAIL TO ADOPT REQUEST ADOPTION OF RESOLUTION NO. 2025-27, DONATING MOUNT DORA POLICE DEPARTMENT SURPLUS ASSETS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 5-0 ROLL CALL VOTE.

***YES Bryant
Homich
Walker
Crail
Dawson
NO None***

PRIORITY PROJECT UPDATES

1. Odor Issues

Mayor Homich opened public comment.

Mandy Richardson, 30313 Gidran Terrace, spoke about water contamination and called the landfill a nuisance.

Mayor Homich closed public comment.

Mr. Sandersfeld told those present the City is conferring with County representatives and an environmental attorney. A joint representation may be possible to communicate with FDEP and the landfill. It is still being determined whether their interests are aligned. There will be another meeting on Thursday afternoon. It would be beneficial to act jointly.

Council expressed support for the City Manager to sign the engagement letter with the environmental attorney. Extension of the engagement would reach an amount that may require Council approval.

2. Parking Downtown Improvements

Mr. Sandersfeld reported that the City is working toward scheduling a community meeting for one-way parking. The City is reviewing concepts that will be brought forward to stakeholders.

The mayor spoke about the Planning and Zoning Commission working on changes to the Land Development Code.

CITY MANAGER'S REPORT

Steve Langley will be Acting City Manager while Mr. Sandersfeld attends the Florida City/County Manager's Conference the week following the meeting.

An invitation was received for a County meeting regarding fire service updates.

Fire Department Chief Joseph Hightower spoke about fire hydrant flushing and testing.

CITY ATTORNEY'S REPORT

Mr. Brackins spoke about SB 1388, the Energy Source Freedom Act which will become effective on July 1st, and provided an update on the AMCO suit.

COMMUNICATIONS AND REPORTS

Councilmember Dawson spoke about last month's East Central Florida Regional Planning Board regarding trails and the Memorial Day ceremony at Pine Forest Cemetery. Cultural and Special Events Manager Chris Carson provided more information about this inaugural event.

Mayor Homich spoke about a letter received from the Water Authority. He announced his vacation dates.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:54 p.m.

DRAFT



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

DATE: July 1, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Authorization for Mayor to Sign on behalf of City Council the Federally-Funded Subaward and Grant Agreement for Donnelly Street Stabilization, Erosion Control Phase II Project

Introduction:

This is a request for Council to authorize the Mayor to sign the Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management (FDEM), Agreement Number H1199, Project Number 4486-070-A. The grant provides funding for the federal share of the City's Donnelly Street Stabilization, Erosion Control Phase II Project.

Discussion:

The project is designed to stabilize the eroded roadside slope and re-establish the pedestrian pathway on Donnelly Street north of Limit Avenue that was undermined by stormwater runoff.

The grant originated with the Federal Emergency Management Agency (FEMA), is passed through and administered by FDEM, and is awarded to the City of Mount Dora as the sub-recipient entity under the grant agreement.

Upon securing the grant, the City is ready to proceed with the construction phase of this project, starting with contractor selection.

Budget Impact:

The Donnelly Street Stabilization, Erosion Control Phase II project is budgeted under GL# 445-5555-580.63-01-SW1901, with a budget of \$1,884,601. This grant offsets 90% of expenses, up to \$1,317,474.66.

Strategic Impact:

Objective 7.2 - Focus on strategies and infrastructure to improve public health, safety, and welfare within the City.

Objective 8.2 - Repair broken or ADA-hazardous sidewalks targeting different areas of the City each year.

Objective 13.1 - Pursue federal, state and local grants to fund City projects and studies.

Recommendation:

Council authorize the Mayor to sign the Federally-Funded Subaward and Grant Agreement with the Florida Division of Emergency Management (FDEM), Agreement Number H1199, Project Number 4486-070-A.

Attachment(s):

1. 4486-070-A - For Subrecipient Signature - (05-27-25)

Prepared by: GEORGE MAREK, Public Works Director
Reviewed by: GEORGE MAREK, Public Works Director
Matthew Dodson, Budget Officer
Steven Weber, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 6/23/2025
Approved - 6/24/2025
Approved - 6/24/2025
Approved - 6/25/2025
Approved - 6/25/2025
Final Approval - 6/25/2025

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Mount Dora
PROJECT #:	4486-070-A
PROJECT TITLE:	City of Mount Dora, Donnelly Street Stabilization, Erosion Control Phase II
CONTRACT #:	H1199
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	George Marek Director of Public Works 900 N Donnelly Street Mount Dora, Florida 32757

Enclosed is your copy of the proposed contract/modification between **City of Mount Dora** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy by Official Representative
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☐	Attachment M – Foreign County of Concern Affidavit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 347-2437 or email me at Gabrielle.Edmundson@em.myflorida.com.

Agreement Number: H1199
Project Number: 4486-070-A

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Sub-Recipient” means “an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program.”

As defined by 2 C.F.R. §200.1, “Federal award” means “Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity.”

As defined by 2 C.F.R. §200.1, “subaward” means “an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity.”

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	<u>City of Mount Dora</u>
Sub-Recipient's unique entity identifier (UEI/FEIN):	<u>59-6000-380 / KRYJPNM9B9M7</u>
Federal Award Identification Number (FAIN):	<u>FEMA-DR-4486-FL</u>
Federal Award Date:	<u>January 27, 2025</u>
Subaward Period of Performance Start and End Date:	<u>January 27, 2025 - January 31, 2027</u>
Amount of Federal Funds Obligated by this Agreement:	<u>\$1,255,802.16</u>
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	<u>\$1,317,474.66</u>
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	<u>\$ 1,317,474.66</u>
Federal award project description (see FFATA):	<u>Erosion Control Phase II</u>
Name of Federal awarding agency:	<u>Federal Emergency Management Agency</u>
Name of pass-through entity:	<u>FL Division of Emergency Management</u>
Contact information for the pass-through entity:	<u>Gabrielle.Edmundson@em.myflorida.com</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>97.039 Hazard Mitigation Grant Program</u>
Whether the award is R&D:	<u>N/A</u>
Indirect cost rate for the Federal award:	<u>N/A</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Mount Dora, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Gabrielle Edmundson
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 347-2437
Email: Gabrielle.Edmundson@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

George Marek
Director of Public Works
900 N Donnelly Street
Mount Dora, Florida 32757
Telephone: 352-735-7151 EXT 1825
Email: marekg@cityofmounddora.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on January 27, 2025 and shall end on January 31, 2027, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and FEMA approved Pre-Award costs shall be outlined in Attachment A of this Agreement ("Budget and Scope of Work").

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$1,255,802.16**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as

the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

- i. 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; and,

- ii. 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 or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a

particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted

from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and

Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient’s fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the

Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;

- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
 - iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The

Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "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."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract

provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying
 - xiii. Attachment L – Florida Accountability Contract Tracking System
 - xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

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

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

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

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following

affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF MOUNT DORA

By: _____

Name and Title: James L. Homich, Mayor

Date: _____

FEID#: 59-6000-380 / KRYJPNM9B9M7

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 1,255,802.16**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve stabilization of North Donnelly Street in Mount Dora, Lake County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-070-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Mount Dora, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes erosion control improvements to mitigate North Donnelly Street located in Mount Dora, Florida 32757, specifically, between Woodbury Avenue and Old Eustis Road.

The HMGP Phase II – Construction scope of work shall protect North Donnelly Street from erosion by strengthening the embankment against a subsidence or slippage failure due to excessive loss of support during storm events. The project shall include the improvement of the eroded sections of the embankment, including the reconstruction of the earthen embankment at a 2:1 slope, and drainage improvements to reduce risk of continued erosion due to water overtopping the curb. Drainage improvements include the construction of 5 flume curb inlets and approximately 100 linear feet of 18-inch Polyvinyl chloride (PVC) piping. Additionally, the project shall include necessary road pavement restoration, replacement of approximately 1,100 linear feet of sidewalk, concrete gravity wall installation, curb and gutter construction, and handrails. Currently, North Donnelly Street presents significant longitudinal cracking on different sections of the road due to the substantial erosion to the embankment. The project shall substantially reduce the risk of failure of the embankment and road.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates	
1)	Mount Dora, Florida 32757	NE	(28.818782, -81.644531)
		NW	(28.818625, -81.644728)
		SE	(28.815759, -81.644891)
		SW	(28.816066, -81.645022)

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to improve the stabilization and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Copy of permits(s), notice of commencement.

- b) Local Building Official Inspection Report and Final Approval.
 - c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, electronic submittal (via email).
 - d) Letter of Completion:
 - 1. Affirming that the project was completed in conformance with the approved project drawings, specifications, and scope; and
 - 2. Certifying Compliance with all applicable codes.
 - e) Letter or documentation stating if human remains or intact archaeological features or deposits were discovered during project activities.
 - f) Verification of compliance with the St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) number 200919-2.
 - g) Verification of compliance with the U.S. Fish & Wildlife Service (USFWS) Standard Protection Measures for the Eastern Indigo Snake before, during, and after construction activities.
 - h) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" from the local floodplain administrator obtained prior to project commencement.
 - i) Documentation showing the source and location of the anticipated fill material to be used for project activities provided to the Division prior to project commencement.
 - j) Letter or documentation stating that construction activities, staging activities, and storage were not located in or impacted any adjacent wetlands.
 - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract, and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance;

quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of stabilization improvements to North Donnelly Street located in Mount Dora, Florida, 32757 to include the improvement of the eroded sections of the embankment against a subsidence or slippage failure due to excessive loss of support during storm events.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Mitigation Environmental Lead and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- 4) Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to the Division and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 5) The Sub-Recipient shall comply with the conditions of the St. Johns River Water Management District (SJRWMD) Environmental Resource Permit (ERP) (200919-2). Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 6) The Sub-Recipient shall comply with the U.S. Fish & Wildlife Service (USFWS) Standard Protection Measures for the Eastern Indigo Snake before, during, and after construction activities. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 7) The Sub-Recipient shall obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 8) Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 9) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
- 9) Special Conditions required on implementation of project:
 - a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11988 – **Floodplains Monitoring Required:** No
 - b) **EO 11990 CONDITION:** Construction activities, staging activities, and storage shall not be located in or impact any adjacent wetlands. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Executive Order 11990 – Wetlands **Monitoring Required:** No
 - c) **CZMA CONDITION:** The Sub-Recipient must comply with the conditions of the SJRWMD ERP (200919-2). Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Coastal Zone Management Act (CZMA) **Monitoring Required:** No
 - d) **ESA CONDITION:** The Sub-Recipient must comply with the USFWS Standard Protection Measures for the Eastern Indigo Snake before, during, and after construction activities. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** Endangered Species Act (ESA) **Monitoring Required:** No
 - e) **NHPA CONDITION:** Prior to project commencement, the Sub-Recipient must identify the source and location of fill material and provide this information to FDEM and FEMA. If the borrow pit is privately owned, or is located on previously undisturbed land, or if the fill is obtained by the horizontal expansion of a pre-existing borrow pit, FEMA consultation with the State Historic Preservation Officer shall be required. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No
 - f) **NHPA CONDITION:** If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The Sub-Recipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor will provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of

Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities; all work shall stop immediately, and the proper authorities notified in accordance with Florida Statutes, Section 872.05. **Source of condition:** National Historic Preservation Act (NHPA) **Monitoring Required:** No

- 10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 11) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
 - a) SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable, and necessary to the overall project.
 - b) Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
 - c) SRMC cannot exceed 5% of the total project costs awarded.
 - d) SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
 - e) SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.
 - f) If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4486-070-R**, and shall be reported under **4486-070-A**. It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on January 27, 2025; the Period of Performance for this project shall end on **January 31, 2027**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program.
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II–

State Contracting:	3 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Construction / Installation:	12 Months
Local Inspections / Compliance:	2 Months
State Final Inspections / Compliance:	2 Months
Closeout Compliance:	1 Month
Total Period of Performance:	24 Months

BUDGET

Line Item Budget*

Phase II	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$1,064,718.00	\$958,246.20	\$106,471.80
Labor:	\$305,764.00	\$275,187.60	\$30,576.40
Fees:	\$0.00	\$0.00	\$0.00
Initial Agreement Amount:	\$1,370,482.00	\$1,233,433.80	\$137,048.20
***Contingency Funds:	\$68,525.00	\$61,672.50	\$6,852.50
Project Total:	\$1,439,007.00	\$1,295,106.30	\$143,900.70
****SRMC			
SRMC:	\$22,368.36	\$22,368.36	
SRMC Total:	\$22,368.36	\$22,368.36	

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** This project has an estimated \$68,525.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

****** Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$22,368.36 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

Funding Summary Totals

Federal Share:	\$1,295,106.30	(90.00%)
Non-Federal Share:	\$143,900.70	(10.00%)
Total Project Cost:	\$1,439,007.00	(100.00%)
SRMC (100% Federal)	\$22,368.36	

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Program and Policy Guide, 2023;
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA ninety (90) calendar days prior to the project expiration date. Reference, HMA Program and Policy Guide, 2023, G.3. Award Extensions, paragraph 3.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes

- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

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To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) 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 (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of Mount Dora

REMIT ADDRESS: 510 N. Baker Street P.O. Box 176

CITY: Mount Dora STATE: Florida ZIP CODE: 32756

PROJECT TYPE: Erosion Control Phase II PROJECT #: 4486-070-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1199

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
 Total of Previous SRMC to Date: _____ (SRMC Federal)
 Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL <u>\$</u>	
APPROVED SRMC TOTAL: <u>\$</u>	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT <u>\$</u>	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Mount Dora PAYMENT #: _____
PROJECT TYPE: Erosion Control Phase II PROJECT #: 4486-070-A
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1199

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
<i>This payment represents % completion of the project.</i>					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: CITY OF MOUNT DORA

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

☐ ADVANCE REQUESTED Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.
--

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

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of Mount Dora **PROJECT #:** 4486-070-A
PROJECT TYPE: Erosion Control Phase II **CONTRACT #:** H1199
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule?** ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ *Project Manager*

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of Mount Dora

Sub-Recipient's Name
H1199

DEM Contract Number
4486-070-A

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

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

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-070-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 1,255,802.16

OBLIGATION/ACTION DATE: January 27, 2025

SUBAWARD DATE (if applicable): _____

UEID/SAM#: KRYJPNM9B9M7

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of Mount Dora
 DBA NAME (IF APPLICABLE): _____
 PRINCIPAL PLACE OF BUSINESS ADDRESS: City Hall
 ADDRESS LINE 1: 510 N. Baker St.
 ADDRESS LINE 2: _____
 ADDRESS LINE 3: _____
 CITY Mount Dora STATE FL ZIP CODE+4** 32757-9564

PARENT COMPANY UEID/SAM# (if applicable): _____
 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes erosion control improvements to mitigate North Donnelly Street located in Mount Dora, Florida 32757, specifically, between Woodbury Avenue and Old Eustis Road.

The HMGP Phase II – Construction scope of work shall protect North Donnelly Street from erosion by strengthening the embankment against a subsidence or slippage failure due to excessive loss of support during storm events. The project shall include the improvement of the eroded sections of the embankment, including the reconstruction of the earthen embankment at a 2:1 slope, and drainage improvements to reduce risk of continued erosion due to water overtopping the curb. Drainage improvements include the construction of 5 flume curb inlets and approximately 100 linear feet of 18-inch Polyvinyl chloride (PVC) piping. Additionally, the project shall include necessary road pavement restoration, replacement of approximately 1,100 linear feet of sidewalk, concrete gravity wall installation, curb and gutter construction, and handrails. Currently, North Donnelly Street presents significant longitudinal cracking on different sections of the road due to the substantial erosion to the embankment. The project shall substantially reduce the risk of failure of the embankment and road.

The project shall be constructed to provide protection against a 25-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates	
1)	Mount Dora, Florida 32757	NE	(28.818782, -81.644531)
		NW	(28.818625, -81.644728)
		SE	(28.815759, -81.644891)
		SW	(28.816066, -81.645022)

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: Donnelly St., north of Limit Ave., south of golf cart bridge. No address.

ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY Mount Dora STATE FL ZIP CODE+4** 32757-9564

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

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

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

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

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

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: James Homich, Mayor of the City of Mount Dora

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

32757

Check the appropriate box:

- ☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Sub-Recipient/subcontractor's Authorized Official

James Homich, Mayor of the City of Mount Dora

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

Attachment L

Florida Accountability Contract Tracking System (FACTS) Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m), F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

- As used in this subsection, the term:
 - o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
 - o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.
 - o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m), F.S.?
Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name: Title: Agency Agreement/Contract # Total Contract Amount Contract Term:		
Line Item Budget Category	Total Amount Paid	Amount Paid from State Funds
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		
CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.		
Name:	James Homich	
Signature:		
Title:	Mayor of the City of Mount Dora	
Date:		

ATTACHMENT M

**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”² from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”³ Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”⁴ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled “Respondent Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

² As defined in Section 287.138 (1)(d), Florida Statutes.

³ As defined in Section 287.138 (1)(c), Florida Statutes.

⁴ As defined in Section 287.138 (1)(a), Florida Statutes.



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

DATE: July 1, 2025

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Contract with Orlando City Soccer for Annual Tourism Campaign

Introduction:

This is a request for City Council to approve a contract with Orlando City Soccer for the City's 2024-25 annual tourism campaign.

Discussion:

The City of Mount Dora has launched a variety of tourism campaigns to promote visitation throughout the year. For the 2024–25 campaign, staff is recommending a sponsorship agreement with Orlando City Soccer due to the strong alignment with their demographics, diverse and engaged fanbase, extensive marketing territory, and broad media reach (Attachment #1).

To maximize impact, staff also considered seasonal trends, selecting a campaign window during the slower tourism months. The proposed campaign would run from August 1 to October 31, 2025.

Through this sponsorship agreement, the City will receive the following benefits:

1. Partner Designation & Intellectual Property Rights

The City of Mount Dora will be granted "Proud Partner" status and authorized use of official Orlando City Soccer marks and logos for co-branded marketing materials and other promotional assets.

2. In-Game Messaging

To promote Mount Dora to both stadium attendees and regional/national television audiences, the City will receive the following high-visibility in-game placements:

- 2 minutes per game of Field-Level LED signage, spanning the full East sideline and both endlines.
- 2 minutes per game of Fascia-Level LED signage, covering the central 50 yards on both East and West sidelines.

Notably, two games in August—including the rivalry match against Inter Miami—are scheduled for national broadcast, typically drawing over 1 million viewers on linear television.

3. Dedicated Email Campaign

A co-branded promotional email will be sent to Orlando City Soccer’s database of more than 150,000 active subscribers.

4. “Tour of Mount Dora” Fan Experience

Orlando City Soccer, including players from Orlando City and Orlando Pride as well as Kingston the mascot, are well-known community figures and global ambassadors for the club. Their appearances can significantly boost public engagement and social reach.

This custom experience would include:

- A live event featuring two Orlando City and two Orlando Pride players exploring downtown Mount Dora—sampling local cuisine, enjoying signature cocktails, and taking in waterfront views.
- The event would be open to fans, who could follow along, collect autographs, participate in food and drink ratings, and enjoy giveaways and ticket raffles facilitated by Orlando City Soccer’s grassroots marketing team and mascot.
- The event will be documented in real time on social media and followed by a professionally produced highlight video, shared across Orlando City Soccer’s digital platforms.

Budget Impact:

An annual allocation of \$40,000 is budgeted under GL #001-1620-552.48-01 to support tourism promotion.

Strategic Impact:

Strategic Initiative 1: Promote Economic Development

Goal 3: Promote tourism

Objective 3.1 - Each year create a campaign with a minimum \$40,000 budget targeting day-trippers to Mount Dora (subject to funding/budget).

Recommendation:

City Council approve the contract with Orlando City Soccer for the City's 2024-25 annual tourism campaign.

Attachment(s):

1. Orlando City Soccer Demographic Information
2. Local Sponsor Agreement - City of Mount Dora - Orlando Sports Holdings LLC - 2025
(Clean 6.26.25)

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Misty Sommer, Director of Economic Development & Public Information	Approved - 6/24/2025
	Matthew Dodson, Budget Officer	Approved - 6/24/2025
	Steven Weber, Finance Director	Approved - 6/24/2025
	City Attorney, City Attorney	Approved - 6/25/2025
	Jeanann Hand, City Clerk	Approved - 6/25/2025
	Vince Sandersfeld, City Manager	Final Approval - 6/25/2025



ATTACHMENT #1

REPRESENTING THE NEXT GENERATION OF PURCHASING POWER



ORLANDO CITY SC FANS

GENDER



HHI



RACE



AGE



CHILDREN



EDUCATION



Average Household Net Worth

\$503,257



ORLANDO PRIDE FANS

GENDER



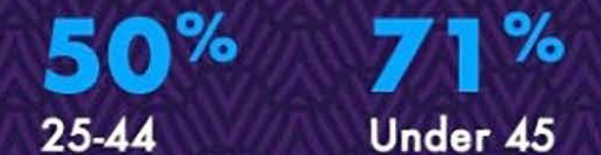
HHI



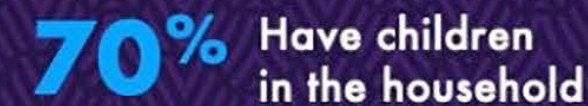
RACE



AGE



CHILDREN



EDUCATION

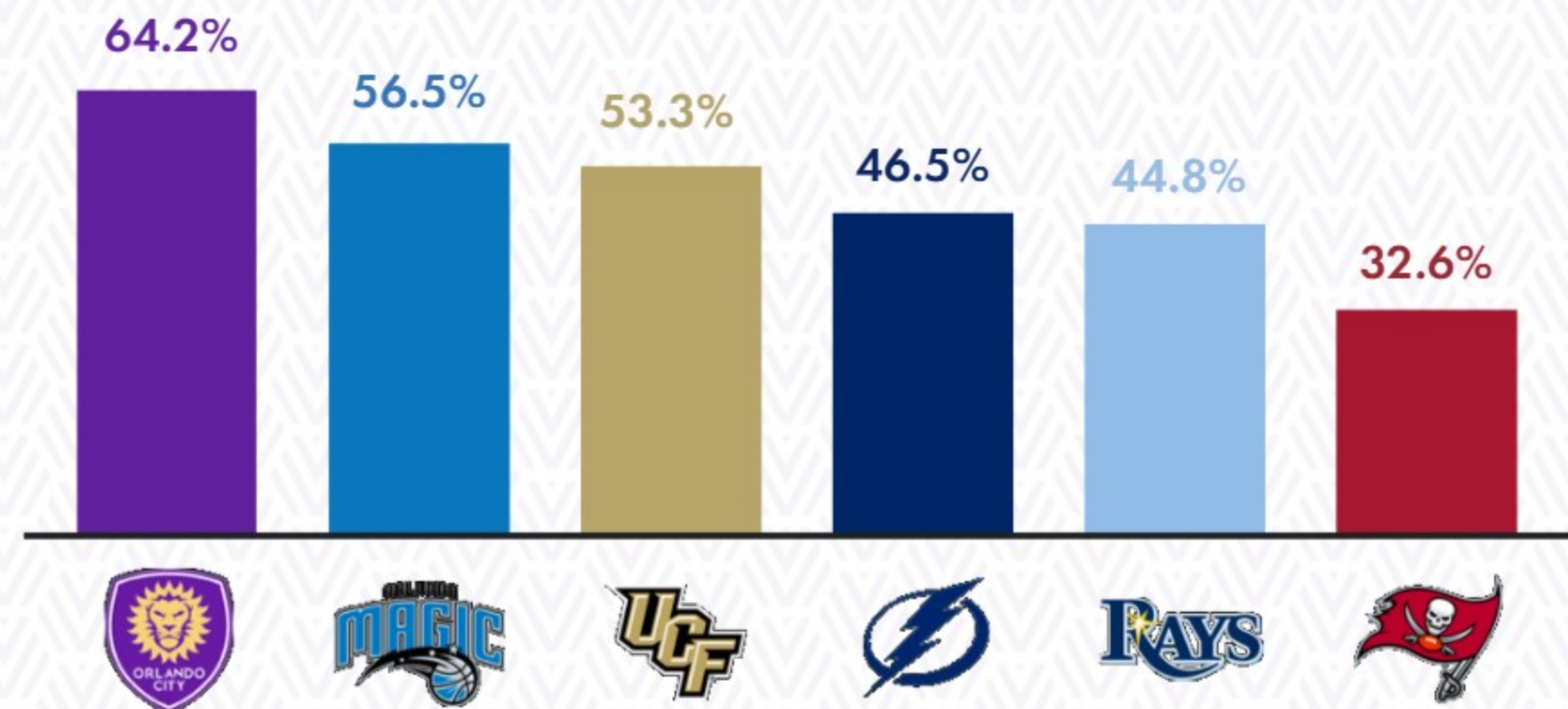


Home Ownership

80%

DRAWING ORLANDO'S YOUNGEST AND MOST DIVERSE FANBASE

Orlando City* has the highest percentage of fans ages 18-39 compared to other local market teams



55% DIVERSE (NON-CAUCASIAN)

POPULATION GROWTH IS 2X THE NATIONAL AVERAGE

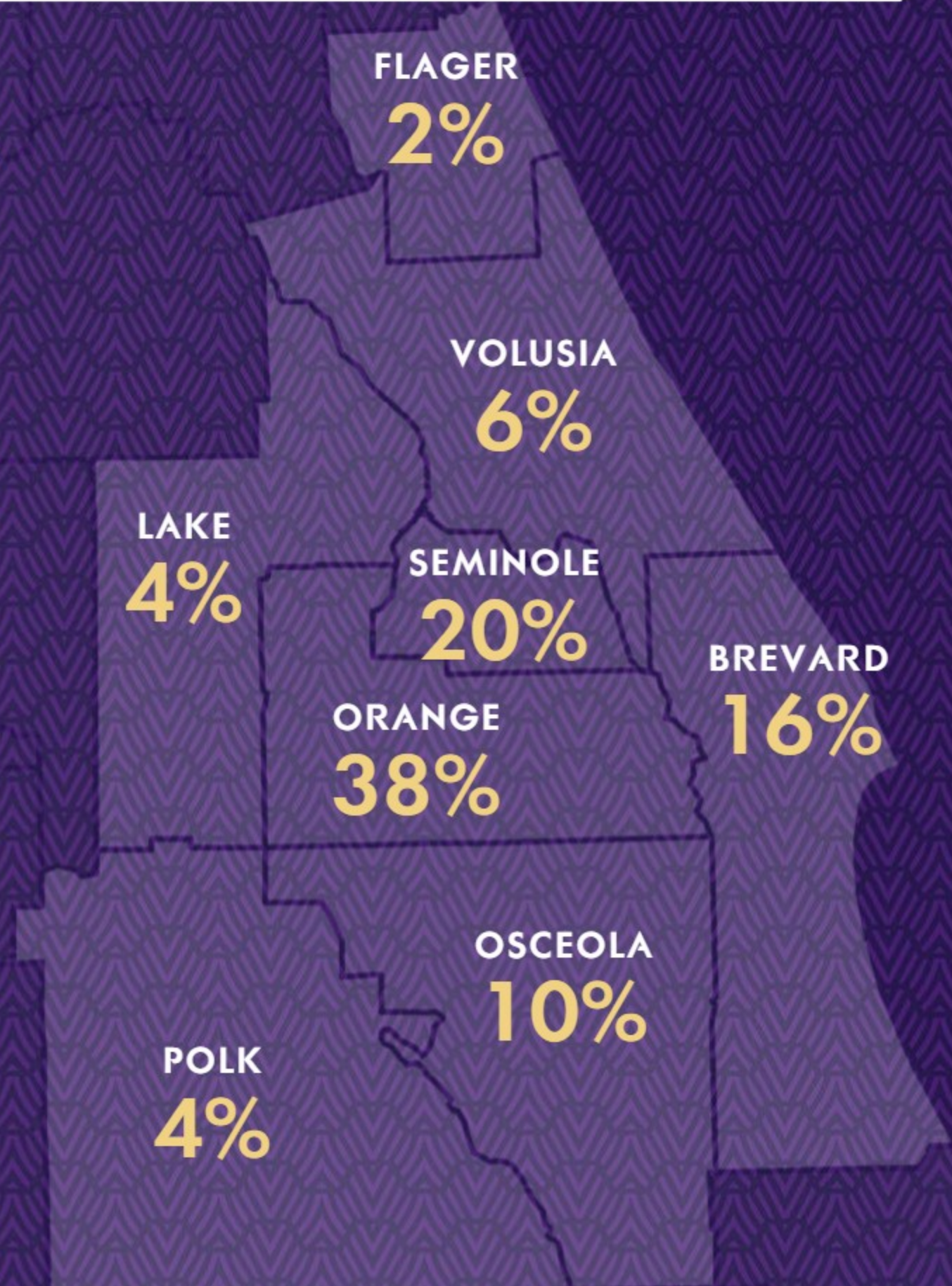
REACHING 50%+ OF FLORIDA'S POPULATION

100+ mile radius marketing
territory that includes several
key markets, including
Orlando, Tampa & Jacksonville

I-4 CORRIDOR IS THE FASTEST GROWING REGION IN FLORIDA

5MM+ residents

Population growth
2x the national average

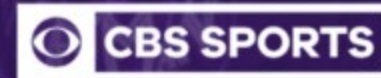




CLUB VIEWERSHIP UP 8X GLOBALLY

Since Apple TV deal execution

BROADCAST PRESENCE



Delivering every live league match, in-depth coverage, and original programming

DIGITAL IMPACT

2.21M

Social Media Followers

300K+

Fan CRM Database

6.34M

Website Pageviews Annually

48K+

Mobile App Subscribers



LOCAL SPONSOR AGREEMENT

THIS LOCAL SPONSOR AGREEMENT, including the Exhibit(s) attached hereto (this “Agreement”), is effective as of August 1, 2025 (the “Effective Date”) by and between Orlando Sports Holdings, LLC (“Club” or “Licensor”) and City of Mount Dora (“Sponsor”) (Licensor and Sponsor each individually a “Party,” and together the “Parties”).

Sponsor Commercial Category: Travel/Tourism

Designation: Proud Partner Orlando City SC.

Term: This Agreement shall become effective as of the Effective Date and shall remain in effect through October 31, 2025 (the “Term”), unless sooner terminated pursuant to the provisions of this Agreement.

Amount of Consideration: In consideration for the Rights and benefits granted to Sponsor, Sponsor shall pay Licensor the following amounts (the “Amount of Consideration”):

<u>Contract Year</u>	<u>Amount of Consideration</u>
2025	\$40,000.00

Payment Schedule: During the 2025 Contract Year, Sponsor shall pay the Amount of Consideration in one lump sum payment due on or before August 31, 2025.

By signing below, Licensor and Sponsor agree that this Agreement constitutes the entire agreement between the Parties and the provisions hereof supersede, and may not be contradicted, modified or supplemented by, evidence of any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral.

ORLANDO SPORTS HOLDINGS, LLC

Agreed By: _____ Date: _____

Print Name: Jarrod Dillon Title: President of Business Operations

CITY OF MOUNT DORA

Agreed By: _____ Date: _____

Print Name: James L. Homich Title: Mayor

TERMS AND CONDITIONS

WHEREAS, Licensor operates the Club, a soccer club in MLS (as defined below);

WHEREAS, MLS has appointed Licensor to serve as its exclusive agent in the Territory (as defined below) with authority to license local commercial affiliations including the right to license the use of the Club Marks (as defined below) in conjunction with such local commercial affiliations, all subject to MLS approval;

WHEREAS, Licensor and Sponsor desire to enter into an agreement whereby Licensor grants to Sponsor certain Rights (as defined below) in connection with the advertising and promotion of certain of Sponsor's Products/Services/Retail Operations in accordance with the terms and conditions of this Agreement; and

WHEREAS, Licensor and Sponsor desire to enter into this Agreement to mutually promote the success of Sponsor, Club, and MLS.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for good and valuable consideration, receipt of which is hereby acknowledged, Licensor and Sponsor agree as follows:

1. DEFINITIONS. Capitalized terms used herein shall have the following definitions:

"Advertising Materials" shall mean any and all (i) general promotional, advertising, other marketing display materials, (ii) digital advertisements, (iii) Promotions (iv) advertising and promotional concepts, (including but not limited to slogans, campaigns or programs), (v) Signs, (vi) Commercial Spots, (vii) Print Advertisements, (viii) any other creative materials or product created or prepared by or on behalf of Sponsor or any authorized third-party that bear any of the Club Marks and are used in connection with the advertising of Sponsor's Products/Services/Retail Operations or in furtherance of any Pass-Through Rights, or (ix) any advertising materials used in or on television, radio, print, out-of-home, industrial and/or point-of-sale, as well as any materials used in connection with the Digital Platforms.

"Affiliate" shall mean a current or future entity that controls, is controlled by, or is under common control with a Party during the Term. For purposes of the preceding sentence, the term "controls" (including, with correlative meanings, the terms "controlled by" and "under common control with") shall mean the power, directly or indirectly, to direct or cause the direction of the management or policies of a person or entity, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of ten percent (10%) or more of the voting securities of a person or entity shall be deemed to be control.

"Announcements" shall mean public address, matrix board or other game day announcements.

"Amount of Consideration" shall have the meaning set forth on the Cover Sheet.

"Appearances" shall mean Club player/mascot appearances or participation in events or clinics.

"Applicable Laws" shall mean all applicable laws, statutes, regulations, ordinances, treaties, governmental rules or standards (including those guidelines, codes and standards of any applicable recognized self-regulatory body or industry association), as well as any orders, judgments, decrees, writs or injunctions of any court, regulatory agency or any other governmental or self-regulatory authority.

"Business Day" shall mean a day (other than Saturday, Sunday or public holiday) on which banks are generally open for business in the City of Orlando.

"Campeones Cup" shall mean the annual match played between the preceding calendar year's MLS Cup winner and the current calendar year's Liga MX Campeon de Campeones Cup winner (*i.e.*, the match between the winners of the Apertura and Clausura seasons of Liga MX).

"Claim" shall mean a claim, demand, action, or proceeding is made or commenced pursuant to Section 8.

"Club" shall mean Orlando City SC, a First Team member of MLS.

"Club Controlled Premises" shall mean a Stadium or other Licensor or MLS controlled and/or operated facility, site, location or environment.

"Club Designated Matches" shall mean all Matches not designated as League Designated Matches.

“Club Marks” shall mean the Marks of the Club, as they may exist from time to time, solely as set forth in the Style Guide, but specifically excluding the MLS Marks, MLS GO Marks, eMLS Club Marks, eMLS Marks, MLS NEXT PRO Club Marks, MLS NEXT PRO Marks, MLS NEXT Club Marks and MLS NEXT Marks.

“Commercial Sponsors” shall mean all MLS sponsors, MLS suppliers, Club sponsors, Club suppliers or any other entity granted a license to use the MLS Marks and/or Club Marks or other commercial identification rights in connection with (and approved by) the League.

“Commercial Spots” shall mean thirty (:30) second commercial spots.

“Confidential Information” shall mean all information owned or lawfully controlled by the Disclosing Party (as defined herein) that not only is not generally known to the public but that also is of a technical, business or other proprietary nature (including, without limitation, trade secrets, know-how, customer lists, business plans, specific terms of this Agreement (including, without limitation, the amount of consideration described in Section 7) and financial information), that is disclosed to the Receiving Party, that the Disclosing Party has identified such material/information as being proprietary and/or confidential or that by the nature of the information or the circumstances surrounding the disclosure, the Receiving Party should reasonably know is proprietary and confidential.

“Contract Year” shall mean the Effective Date through December 31, 2025, and each subsequent twelve (12) month period (*i.e.*, from January 1st through December 31st) of the Term, unless defined otherwise.

“Cover Sheet” shall mean the first page of this Agreement.

“COVID-19” shall mean the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof).

“COVID-19 Event” shall mean any outbreak or transmission of, or exposure to COVID-19, any related governmental or judicial actions taken in connection with, or as a response to, COVID-19 (including without limitation quarantines or governmental or judicial orders to stay at home or shelter in place), any other public health, social or economic consequences of COVID-19, and/or any acts taken by MLS or the Club to protect the health and safety of its players and/or staff in response to COVID-19 (including, without limitation, cancellation of a Game).

“Designation(s)” shall mean the designations set forth on the Term Sheet, if any.

“Digital Platforms” shall mean any and all owned, operated and/or branded digital platforms and/or channels of a digital platform of a Party, including, but not limited to, official websites, apps, social media platforms (*e.g.*, X, Instagram, Facebook, or other platform as approved by the League) as well as pages or microsites on platforms such as YouTube.

“Disclosing Party” shall mean the Party disclosing its Confidential Information.

“eMLS” shall mean the professional competition organized by MLS and/or SUM, and all related events thereto, in connection with the EA Sports soccer simulation video game.

“eMLS Club Marks” shall mean the Marks, if any, of Club’s eMLS team, as they may exist from time to time, solely as set forth in the Style Guide.

“eMLS Marks” shall mean the Marks of eMLS or any eMLS club as may be developed by, or on behalf of, MLS or the applicable eMLS club, and/or other trademarks or copyrights owned and/or used by MLS associated with eMLS, excluding the eMLS Club Marks.

“Event of Force Majeure” shall mean circumstances beyond a Party’s reasonable control including, without limitation, fire, flood, storm, accident, riots, acts of God, interference by civil or military authorities, war, explosion, acts of a public enemy, earthquakes, floods, hurricanes, other unusually severe weather, orders, regulations or direction by public authority, pandemic, epidemic, government action or change in law, player strikes, management lockouts or other work stoppage, or a COVID-19 Event.

“Excluded Matches/Events” shall mean (i) pre-season games, March to Soccer, MLS Rivalry Week, the MLS All-Star Game, Campeones Cup, Leagues Cup, MLS Playoff Game(s), and MLS Cup, (ii) any tournaments played outside of the regular season or international games promoted by MLS or SUM, (iii) any “friendly” games played between Club and an international team promoted by Club, MLS or SUM, (iv) any tournaments promoted or organized by the U.S. Soccer Federation, Canadian Soccer Association, CONCACAF, CONMEBOL or FIFA, (v) any eMLS events, (vi) MLS NEXT Pro games, and (vii) MLS NEXT games.

“Field of Play” shall mean collectively (i) the entire playing surface up to and including the field board signage; (ii) all equipment on the field (goals, benches, bench shields, corner flags, hydration equipment, etc.); and (iii) the open areas, concert stages, temporary or permanent hospitality areas, plaza areas, stadium retaining/concourse walls, railings, seating bowl, etc. extending

thirty feet (30') up and out from the field boards when set in the standard MLS field board position. In the event that any portion of the field retaining wall is further than thirty feet (30') from the standard MLS field board position, then Field of Play means the area from the field boards up to and including the field retaining wall.

“First Team” shall mean the Club’s division 1 professional soccer team that participates in the League, but specifically excluding any participating teams in eMLS, MLS NEXT Pro, MLS NEXT, MLS GO (including any participating teams affiliated with the Club) or any other MLS property.

“FMF” shall mean Federacion Mexicana de Futbol Asociacion, A.C.

“Games” or “Matches” shall mean regular season games played by the First Team. Games shall explicitly exclude the Excluded Matches/Events.

“Home Games” or “Home Matches” shall mean Games or Matches played by the Club at its Home Stadium.

“Home Stadium” shall mean a Stadium in Club’s city where Club plays its home games.

“Indemnified Party” shall have the meaning set forth in Section 8.C. of this Agreement.

“Indemnifying Party” shall have the meaning set forth in Section 8.C. of this Agreement.

“Leagues Cup” shall mean the annual bracket tournament between MLS clubs and Liga MX clubs but shall exclude all MLS, eMLS, MLS NEXT, MLS NEXT Pro, MLS GO and Liga MX league matches and exhibitions and any other event or tournament operated by SUM, MLS, FMF, or Liga MX.

“League Designated Matches” shall mean the Matches whereby Club Sponsors may not conflict with League sponsors in the Field of Play. For the purpose of clarity, commercial media inventory (*e.g.*, TV commercial spots) is unavailable to the Club.

“League Rules” means, collectively, (i) the MLS LLC Agreement, (ii) the MLS Operating Agreement and any other agreement between any club operator and any MLS entity, (iii) the MLS Constitution, (iv) the Collective Bargaining Agreement, (v) the MLS/SUM Rights Agreement, (vi) the SUM LLC Agreement, (vii) each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the MLS Board of Governors or the Commissioner, (viii) each of the rules, regulations, memoranda, resolutions, policies, procedures, interpretations and directives of the SUM Board of Governors or the chief executive officer of SUM, (ix) all agreements between MLS and any player, (x) the MLS Sports Betting Guidelines and any MLS integrity provisions, (xi) the MLS Club Commercial Guidelines, (xii) In-Stadium Signage Policy, and (xiii) any other rules, policies, agreements and arrangements to which MLS or SUM is (or after the date hereof may become) subject or by which MLS or SUM or the assets of either of them are (or after the date hereof may become) bound, in each case, as they may be adopted, amended or modified from time to time, and including any interpretation thereof or thereunder by the MLS Commissioner or the chief executive officer of SUM, as applicable.

“LED System” shall mean the perimeter LED field boards placed along the touchlines and endlines of the field in a Stadium during Games.

“Licensor” shall have the meaning set forth on the Cover Sheet.

“Liga MX” shall mean the division 1 professional soccer league organized and promoted in Mexico by FMF.

“Loss” or “Losses” shall mean threatened or actual third-party actions, claims, judgments, losses, damages, fines, penalties, costs, expenses or any other liabilities (including court costs and reasonable attorney’s fees).

“Marks” shall mean names, trademarks, trade names, service marks, copyrights, logos, symbols, emblems, designs, mascots, colors, brands, identifications, and/or designations of an applicable person or entity.

“MLS” or “League” shall mean Major League Soccer, L.L.C., the Division 1 outdoor professional soccer league organized and promoted in the United States and Canada.

“MLS All-Star Game” shall mean the midseason special event match played between two teams of MLS all-star Players or played between one team of MLS all-star Players and another non-MLS team.

“MLS Canada” shall mean MLS Canada L.P.

“MLS Cup” shall mean the League’s championship game.

“MLS GO” shall mean MLS’s recreational league targeted at youth under the age of twelve (12).

“MLS GO Marks” shall mean the Marks of MLS GO.

“MLS Indemnified Parties” shall mean Club, Licensor, MLS, MLS Canada, SUM, Pro Soccer Development, L.P., Player Development, L.L.C., the Stadium owner, the Stadium operator(s), and each of their respective operators, owners, officers, directors, elected officials, Affiliates, members, shareholders, agents, representatives, and employees.

“MLS Marks” shall mean the Marks of the League or any MLS club as may be developed by, or on behalf of, MLS or the applicable MLS club, and/or other trademarks or copyrights owned and/or used by MLS related thereto, including the Marks of the MLS streaming service, but excluding the Club Marks.

“MLS Media Partners” shall mean any media partner of MLS, SUM or any of their respective affiliates.

“MLS NEXT” shall mean the North American youth soccer platform operated by Player Development, L.L.C.

“MLS NEXT Club Marks” shall mean the Marks of the Club’s affiliated MLS NEXT participating club.

“MLS NEXT Marks” shall mean the Marks of MLS NEXT and MLS NEXT participating clubs, excluding the MLS NEXT Club Marks.

“MLS NEXT Pro” shall mean the division 3 professional soccer league organized and promoted in North America by Pro Soccer Development, L.P.

“MLS NEXT Pro Club Marks” shall mean the Marks of the Club’s affiliated MLS NEXT Pro participating club.

“MLS NEXT Pro Marks” shall mean the Marks of MLS NEXT Pro and MLS NEXT Pro participating clubs, excluding the MLS NEXT Pro Club Marks.

“MLS Work Stoppage” shall have the meaning set forth in Section 12.J.ii of this Agreement.

“Official Premium Supplier” shall mean a company which has been granted a license by MLS to produce Premiums with the Club Marks.

“Pass-Through Rights” shall mean the right to incorporate third-party identification into Sponsor’s physical and digital Advertising Materials, in-stadium assets outside the Field of Play, and/or hospitality and ticketing in accordance with Section 2.D. of this Agreement.

“Players” means a soccer player who is a signatory to a MLS (First Team) Standard Player Agreement (which is Exhibit 1 to the CBA). For clarity, “Player” excludes USL players or players who participate in any other professional soccer league (including any non-USSF division 1 sanctioned League).

“Player Likenesses” means, collectively, picture, image, photograph, portrait or performance (whether such picture, image, photograph, portrait or performance is still, motion, video, digital, high definition or any other medium now known or hereafter developed), name or nickname, signature or facsimile thereof, voice, identifiable attributes or any colorable imitation or adaptation thereof, to the extent that he has rights therein, biographical data or any other identifying attributes of Players as referenced in paragraph 8(j) of the standard player agreement (including animation, persona, jersey number, statistics, data, and copyrights).

“Premiums” shall mean those items of merchandise which: (a) bear Sponsor Marks together with any of the Club Marks; and (b) are given away free of charge or sold at a subsidized price for promotional purposes or advertising of Sponsor’s Products/Services/Retail Operations.

“Print Advertising” shall mean print advertising, including, without limitation, in flyers, posters, newsletters, Game programs or Club media guides.

“Products/Services/Retail Operations” shall mean the products, services or retail operations sold, provided or operated by Sponsor that fall within the Sponsor Commercial Category.

“Promotions” shall mean campaigns, promotions, tournaments, contests, sweepstakes, giveaways, or any other activities in conjunction with or related to the Club.

“Receiving Party” shall mean a Party hereto that receives the Disclosing Party’s Confidential Information.

“Rights” shall mean all rights and benefits granted to the Sponsor pursuant to this Agreement.

“Signs” shall mean on-site recognition on or within the Stadium, such as signs, banners, kiosks, media backdrop, booths, tables, or field boards.

“Sponsor” shall have the meaning set forth on the Cover Sheet.

“Sponsor Commercial Category” shall have the meaning set forth on the Cover Sheet.

“Sponsor Indemnified Parties” shall mean Sponsor and its officers, directors, members, partners, employees, and agents.

“Sponsor Marks” shall mean the Marks (whether registered or not) of Sponsor or Sponsor’s Products/Services/Retail Operations.

“Sponsor Materials” shall have the meaning set forth in Section 6.A.

“Sponsor Parties” shall mean Sponsor’s Affiliates, subcontractors, vendors, agents, and other hired parties.

“Stadium” shall mean any facility at which the Club plays Games.

“Style Guide” shall mean the manual or digital asset management system which sets forth the graphic standards for the Club Marks, as may be amended from time to time by the League or Club.

“Substitute Benefits” shall mean substitute promotions, benefits or advertisements of reasonably comparable type having substantially the same sponsorship or promotional value as the Unavailable Benefit.

“SUM” shall mean Soccer United Marketing, LLC and its subsidiaries.

“Term” shall have the meaning set forth on the Cover Sheet.

“Term Sheet” shall mean all material sponsorship benefits terms and conditions agreed to by and between Licensor and Sponsor as set forth in the Exhibit A attached hereto and made a part hereof this Agreement.

“Territory” shall mean the geographic area that is within the one hundred (100) miles of the Home Stadium, with the sole exception of the Internet, which is inherently worldwide; provided that any use of the Advertising Materials and/or exercise of any other Rights granted to Sponsor herein via the Internet must be targeted to consumers in the Territory.

“Third-Party Marks” shall mean the Marks of a third-party, as approved by Licensor in accordance with Section 2.D of this Agreement.

“Tickets” shall mean tickets (VIP, premium, season, group, block, reserve or other), hospitality, coupons, merchandise or other items; or suite or parking passes.

“Unavailable Benefits” shall mean those benefits and rights granted to Sponsor hereunder that become unavailable, impossible or impracticable by Licensor to provide (including, without limitation, because Licensor has terminated a particular business activity, as a result of any broadcast agreement, any collective bargaining agreement with any player association, any new FIFA rule or League Rule, policy or directive, or any agreement in respect of a Stadium or a Game) or may impose an economic burden on Licensor materially greater than the burden it could reasonably have expected to incur on the Effective Date.

“Video Board” shall mean the LED screen(s) placed in a Stadium that deliver long form video content pre-Game, halftime, post-Game, and/or during stoppages in Game play.

2. GRANT OF RIGHTS.

A. Rights. Licensor hereby grants to Sponsor for the Term of this Agreement, and Sponsor hereby accepts, the non-exclusive (except as otherwise set forth herein), non-transferable, non-sublicensable, limited right to the Rights set forth herein in connection with the Club and Games. Except as expressly provided in the Term Sheet, all Rights granted herein are limited to the First Team solely within the Territory.

B. Club Marks. Subject to the terms of this Agreement, Licensor hereby grants to Sponsor for the Term of this Agreement and Sponsor hereby accepts, the non-exclusive (except as otherwise set forth herein), non-transferable, non-sublicensable and limited right to use the Club Marks in the Territory solely in (i) the advertising, marketing, promotion and sale of Sponsor’s Products/Services/Retail Operations and/or (ii) the advertising, marketing and promotion of Sponsor’s sponsorship of the Club; provided, for clarity, with the exception of Premiums, Sponsor shall not have the right to manufacture, distribute, and/or sell any products, merchandise, packaging, or any other item bearing the Club Marks (*i.e.*, Sponsor’s rights shall be limited to sponsorship rights and not consumer products rights). Notwithstanding anything to the contrary contained in this Agreement, Sponsor hereby acknowledges and agrees that it shall not use the Club Marks or any rights granted to Sponsor hereunder to advertise, market,

promote, sell, or otherwise support in any manner the products or services of any persons or entities or any of its products or services other than those in the Sponsor Commercial Category. For clarity, except as expressly permitted in Section 4, this Agreement does not grant to Sponsor the right to use any Player Likenesses or the likeness of any coach or other person under contract with or employed by any of the MLS Indemnified Parties. Use of the Club Marks must at all times comply with the requirements set forth in Section 3, and the Style Guide. For the sake of clarity, Sponsor shall have no rights regarding the use of the MLS Marks and/or any sponsorship or other benefits associated with or in connection with the MLS Marks.

C. Designations. Sponsor shall have the right to use the designations, if any, set forth in the Term Sheet (collectively, the “Designations”). Sponsor acknowledges and agrees that Sponsor shall not use any other Designations without the prior written approval of Licensor.

D. Pass-Through Rights to Third-Parties.

i. If pre-approved in writing by Licensor, Sponsor shall have the right to Pass-Through Rights solely in connection with the following assets: (1) physical and digital Advertising Materials distributed by the Sponsor (e.g., MLS Club website advertising, third party online advertising, billboards, television and radio advertising), (2) in-Stadium assets outside of the Field of Play only (for clarity, Sponsor shall have no right to Pass-Through Rights within the Field of Play), and (3) hospitality and ticketing.

ii. Sponsor’s plan to exercise Pass-Through Rights must be submitted to Licensor for written approval prior to any exercise of the Pass-Through Rights by Sponsor. Such plan must include all relevant terms and conditions related to the proposed pass-through of rights, including, but not limited to, the timing, promotional offering, and proposed third-party. Licensor may approve or disapprove of the exercise of Pass-Through Rights in its sole and absolute discretion.

iii. In any event, no exercise of Pass-Through Rights may include a third-party within the same commercial category as a current exclusive League sponsor’s commercial category or an existing Club sponsor.

iv. Following Licensor’s approval of the exercise of Pass-Through Rights, Sponsor shall submit any and all Advertising Materials to Licensor for approval, which may be granted in its sole and absolute discretion. Such Advertising Materials shall adhere to the following:

a. The prominence of third-party Marks in type, logo, and placement shall be no greater than the prominence of Sponsor’s identification. In addition, the third-party identification will not be used in a manner which implies a direct relationship between the third-party and Licensor.

b. The third-party identification (including but not limited to distributors, suppliers, member institutions, and subsidiaries) must be directly relevant to the promotion, distribution, or sales of Sponsor’s Products/Services/Retail Operations.

c. All Advertising Materials that include any third-party identification must also include Sponsor Marks and at least one (1) Designation, if any.

E. Premiums. If granted in the Term Sheet, Sponsor shall have the right to use the Club Marks on Premiums in the Territory in accordance with the following:

i. Approval by Licensor. The type of Premiums to be distributed by Sponsor must be approved in writing in advance by Licensor. Licensor shall have the right to withhold its approval of such Premiums in its sole and absolute discretion.

ii. Premium Production. Any Premiums to be distributed by Sponsor must be produced by an Official Premium Supplier. To the extent that no Official Premium Supplier is able to meet Sponsor’s reasonable specifications (which shall be required of all other potential manufacturers) as to the type, quantity or delivery time of such Premium, then Sponsor may order such Premium from an outside manufacturer provided such outside manufacturer executes a one-time license agreement with SUM. With respect to any apparel Premiums, Sponsor shall have the obligation to consider a bid from adidas on such Premiums, but shall have no obligation to accept adidas’ bid. However, in no case may Sponsor grant the right to an adidas competitor to produce an apparel Premium.

iii. Limitations. In order to ensure that the promotion of the Sponsor’s Products/Services/Retail Operations is the exclusive purpose of Sponsor’s use of Premiums, the Premiums shall be given away or sold only in close connection with the sale or promotion of Sponsor’s Products/Services/Retail Operations, subject to Licensor’s approval on a case-by-case basis.

F. Exclusivity.

i. Non-Exclusive. The grant of rights from Licensor to Sponsor herein is non-exclusive and Licensor may grant such rights to any third-party in the Sponsor Commercial Category.

ii. Limitation on Right. Sponsor acknowledges and agrees that the following limitations shall not constitute a violation or breach of the terms of this Agreement:

a. MLS Commercial Sponsors. Each of MLS and SUM has the right to enter into a League sponsor agreement (including, without limitation, in connection with the MLS All-Star Game, Campeones Cup, Leagues Cup, and MLS Cup) with a third-party in the Sponsor Commercial Category. As part of such League sponsor agreement, MLS or SUM (in their sole and absolute discretion) may grant rights to collective use of the marks of all or some of the MLS clubs, including the Club Marks and including the use of such marks in the Territory. In addition, MLS may grant its MLS Commercial Sponsors the right to pass-through sponsorship rights to third-party retailers (e.g., mass merchant, grocery, convenience, drug stores, big box, soccer specialty stores, etc.), including to a third-party in the Sponsor Commercial Category.

b. League Designated Matches. If League has an MLS Commercial Sponsor in the Sponsor Commercial Category, then during League Designated Matches (a) Sponsor will not receive any rights in the Field of Play, and (b) the MLS Commercial Sponsor in the Sponsor Commercial Category will receive exclusive rights in the Field of Play.

c. MLS Media Partner. Marketing or promotion of live MLS Matches by Licensor, MLS, SUM, or MLS Media Partner may include MLS Media Partner products (e.g., iPhone, Apple Watch, etc.) and/or services (e.g., Apple TV App, Apple TV+, MLS Streaming Service, etc.), and such marketing/promotion (including any field board and other in-stadium advertising in respect of the same) will not constitute a breach or violation of the terms of this Agreement. Additionally, nothing herein shall prevent MLS Media Partner brand placement on any MLS Club jersey (e.g., a jersey patch) or on field board or other in-stadium advertising for MLS Media Partner products or services.

G. All Other Rights Reserved. Any and all rights not specifically granted to Sponsor hereunder are reserved by Licensor.

3. SPONSOR'S USE OF CLUB MARKS. To the extent Sponsor is granted any right to utilize the Club Marks as set forth in Section 2.B of this Agreement, such rights shall be subject to the following terms, conditions, and procedures:

A. Conditions to Use of Club Marks.

i. Proprietary Symbols. All uses of the Club Marks by Sponsor shall contain appropriate legends, markings and/or notices (including appropriate copyright and/or trademark designation) as required by Licensor in the Style Guide or otherwise, to give appropriate notice to the consuming public of MLS's right, title, and interest in or to the Club Marks, as may be directed by MLS or Club.

ii. Rights to Club Marks. Sponsor shall not acquire any proprietary or other right, title, or interest in or to the Club Marks, any mark containing the Club Marks, or any goodwill associated with the Club Marks. Any use of the Club Marks by Sponsor will inure to the benefit of Licensor and MLS, and Sponsor is aware that the Club Marks have acquired a secondary meaning in the mind of the purchasing public. At the request of Licensor, the Sponsor shall execute and deliver to Licensor any documents or instruments required to implement or give full effect to the foregoing provision. Without limiting the generality of the foregoing, any and all Advertising Materials, Premiums, Promotions, Signs, Announcements, Commercial Spots, Print Advertising, or any other use of the Club Marks created, used or otherwise displayed in furtherance of or in connection with this Agreement, in any manner and in any medium, whether or not adopted or utilized by Sponsor in the exercise of its Rights, shall be the sole and exclusive property of Licensor.

B. Quality Control.

i. General. All materials bearing the Club Marks shall be high-quality (as reasonably determined by Licensor) and the nature, quality and manner of manufacture and distribution of all materials bearing the Club Marks, as well as all other uses of Club Marks by Sponsor permitted hereunder, shall be subject to the control and prior approval of Licensor, which shall not be unreasonably withheld or delayed.

ii. Submission of Design/Samples. Prior to the production of any items bearing any of the Club Marks, Sponsor shall, at its own cost and expense, submit to Licensor for approval all final designs and specifications of any such items. Any and all use of the Club Marks shall conform to the provisions of this Agreement and the Style Guide.

iii. Approval. Licensor shall notify Sponsor of its approval or rejection of any submission for approval within ten (10) Business Days following receipt of any such submission. In the event that any item submitted to Licensor shall not have been approved, disapproved or otherwise commented upon within ten (10) Business Days after receipt thereof by Licensor, then Sponsor shall have the right to notify Licensor of such fact in writing. In the event that Licensor fails to then approve, disapprove or otherwise

comment upon the submissions within five (5) Business Days after receipt by it of such notification, any items submitted by Sponsor shall be deemed to have been rejected.

iv. Withdrawal of Approval. Licensor shall have the right, in its sole and absolute discretion, to withdraw approval with respect to any item bearing the Club Marks which were previously approved if the quality of such item ceases to be acceptable to Licensor due to deviation from such previously approved samples or upon the happening of some event which compromises or reflects unfavorably upon the good name, goodwill, reputation and/or image of Club or League or any of their respective Affiliates or which might jeopardize or limit MLS's right, title or interest in or to the Club Marks. If at any time approval with respect to an item is withdrawn as provided in the immediately preceding sentence, Sponsor shall immediately cease all use of the Club Marks on or in connection with such item and shall remove such item from public sale and distribution.

v. Additional Samples. Upon request of Licensor or MLS, Sponsor shall provide, at no cost to Licensor or MLS, a reasonable number of specimens of such items for Licensor's or MLS's use or for the purpose of obtaining trademark or other property right protection of the Club Marks.

C. Approval of Items Not Bearing Club Marks. Licensor shall also have the right to approve all items distributed or displayed at Games that do not bear the Club Marks. A sample or rendering of each such item shall be submitted to Licensor at Sponsor's cost or expense. Such approval shall be granted or denied as set forth in Section 3.B.

D. Infringement. If any copyright or trademark infringement action, proceeding or claim involving the Club Marks is instituted against Sponsor, on one hand, or Licensor on the other hand, because of such Sponsor's use of the Club Marks, each of such Sponsor and Licensor, as the case may be, shall notify the other Party in writing within five (5) Business Days of becoming aware thereof, giving full and complete details concerning the date and nature of such action, proceeding or claim. Licensor may enter into any settlement of such action, proceeding, or claim in its sole and absolute discretion. For the avoidance of doubt, notwithstanding anything contained in Section 8., Licensor shall have the sole right to control the defense of any Third Party Claim involving the Club Marks.

4. SPONSOR'S USE OF PLAYER LIKENESSES.

Sponsor shall have no right to use any Player Likenesses pursuant to the terms of this Agreement.

5. CLUB'S USE OF SPONSOR MARKS.

A. Sponsor hereby grants to Licensor and League, during the Term, at no charge, the right and license to use the Sponsor Marks in conjunction with the advertising, marketing, promotion, and exploitation of Club in any and all forms of media whether now or hereafter developed. Sponsor shall have the right to approve in advance any materials to be used by Licensor displaying Sponsor Marks, such approval not to be unreasonably withheld or delayed. Notwithstanding the above, in the event that Licensor or League uses Sponsor Marks for the sole purpose of acknowledging Sponsor's status as an official sponsor/partner of Club, Licensor shall not have to submit such materials to Sponsor for prior written approval, provided that Licensor adheres to the guidelines regarding use of the Sponsor Marks provided to Licensor by Sponsor. Licensor shall not acquire any proprietary or other right, title or interest in or to the Sponsor Marks or any goodwill associated with Sponsor Marks.

B. Nothing in this Agreement shall preclude, and Sponsor hereby waives any and all rights and claims as to (i) the appearance of Sponsor's Marks in connection with any sponsorship asset (e.g., field boards, media backdrop, jersey, etc.) in any use of photographs and video footage in perpetuity, without any payment to or approval by Sponsor, when used for any reason in any and all forms of media whether now or hereafter developed, and (ii) the incidental, secondary appearance of Sponsor Marks in photographs and video footage of the Games or other Licensor events in perpetuity when used for any reason in any and all forms of media whether now or hereafter developed. The foregoing waiver permits Licensor, SUM, and MLS to license to any third party any and all photographs and video footage of Games and other Licensor events regardless of whether such photograph or video footage features Sponsor Marks or signage without compensation or notification to Sponsor.

6. OTHER RIGHTS OF SPONSOR. Sponsor shall receive the Rights and assume the obligations set forth in the Term Sheet in the Territory with respect to Club. Such Rights are subject to the provisions of this Agreement and, to the extent not specifically addressed in the Term Sheet, the following:

A. Activation Approvals. The form, content, presentation and exercise of all of Sponsor's Advertising Materials and any exercise or activation of Sponsor's rights and benefits hereunder (including, without limitation, Signs, Announcements, Commercial Spots, Print Advertising, Advertising Materials, Appearances, Promotions, Digital Platforms, Premiums, and any exercise or activation of Sponsor's Rights and Benefits herein (collectively, "Sponsor Materials")) shall be subject to: (i) the approval of Licensor; (ii) the League Rules (as applicable); (iii) the rules, regulations and policies applicable to, or governing the operation of a Stadium; and (iv) all Applicable Laws as they exist at the time any such Right is exercised. In the event that the approval of Licensor is required pursuant to this Agreement, except as set forth otherwise in this Agreement, Licensor agrees to provide notice to the Sponsor of its approval or disapproval in a timely manner pursuant to Section 3. Notwithstanding the foregoing, it shall be the Sponsor's sole responsibility to

ensure that all Sponsor Materials prepared by or on behalf of Sponsor in connection with the exercise of the Rights comply with all Applicable Laws. Licensor's review of any Sponsor Material is undertaken on the basis that Sponsor has cleared such Sponsor Materials for compliance with Applicable Laws and, as such, Licensor's review and subsequent approval of any Sponsor Material shall not imply a representation or belief on behalf of Licensor that such Sponsor Material complies with Applicable Laws. Additionally, Sponsor Materials may not suggest an endorsement by any MLS Media Partner or feature, directly or indirectly, any message or image that would reasonably be deemed to be disparaging to and or targeted directly at any MLS Media Partner or any MLS Media Partner's brands, products or services.

B. Activation Costs. Unless expressly provided to the contrary in the Term Sheet, the Sponsor shall be responsible for all costs associated with the activation of its Rights. Such costs include, but are not limited to, creative and production costs of all Sponsor Materials, labor costs incurred in executing any Rights (including labor costs associated with the installation, removal and maintenance of any Sponsor Material), cleaning or debris removal costs associated with any Premium giveaway, extraordinary utility charges, the cost of food and beverages ordered by the Sponsor at the Stadium in conjunction with the exercise of any Rights (including costs of any in-suite catering) and customary event day operating costs incurred by the Stadium as part of any Stadium use by the Sponsor.

C. On-Site Recognition. If Sponsor is granted any rights to include Sponsor branding, Sponsor's name and/or creative as part of Announcements, Signs, or as part of its Rights, (i) subject to the limitations set forth in Section 2.F.ii., such Signs shall be displayed and such Announcements shall be broadcast, published, distributed, displayed and/or communicated only during Home Games, (ii) the size and location of such Signs and the duration of such Announcements shall be reasonably determined by Licensor in accordance with League Rules, (iii) such Signs shall be furnished at the sole cost and expense of Sponsor, (iv) the design and content of such Signs and Announcements shall require the prior approval of Licensor, and (v) all right, title and interest in and to such Signs and Advertising Material contained therein (excluding intellectual property rights of Sponsor with respect to the artwork on any such Advertising Material) shall belong to Licensor.

D. Tickets and Other Items. If Sponsor is entitled to receive any Tickets as part of its Rights, such Tickets (i) may not be resold, (ii) shall be valid only for Home Games during the Term, (iii) shall be subject to availability (except "season" Tickets or Tickets for specifically designated Home Game dates), and (iv) any and all promotional or other third-party usage of Tickets is subject to Licensor's prior written approval. The Sponsor agrees to comply with any applicable terms and conditions and spectator waiver terms associated with the Tickets. To the extent Sponsor is entitled to receive any other items from Licensor, (e.g., balls, jerseys or t-shirts, etc.) such items may not be resold. Discount coupons may only be redeemed at Home Stadium's box office or by mail properly addressed to Licensor. In addition, all costs and expenses attributable to in-suite catering shall be borne by Sponsor.

E. Commercial Spots. If Sponsor is granted Commercial Spots as part of its Rights, written copy for such Commercial Spots shall be delivered as mandated by the MLS Media Partner and shall require the prior approval of Licensor. Unless otherwise specified in the Term Sheet, the duration of each such Commercial Spots shall be limited to thirty seconds (:30). Sponsor shall pay, and be responsible for, all costs and expenses attributable to the production of such Commercial Spots.

F. Print Advertising. If Sponsor is entitled to any Print Advertising as part of its Rights, on or prior to the date specified by Licensor, Sponsor shall furnish, and pay all costs associated therewith, to Licensor camera ready, black and white (or color, if applicable) artwork for such Print Advertising for Licensor's prior approval.

G. Appearances. If Sponsor is entitled to Appearances as part of its Rights, such Appearances shall be subject to player/mascot availability, shall not exceed ninety minutes (90:00) in duration and shall be conducted in accordance with the policies and procedures established by Licensor. Licensor shall determine which Player(s) shall participate in the Appearances. The payment of all costs and expenses attributable to any Appearance (including, without limitation, reasonable travel expenses) shall be borne by Sponsor unless otherwise set forth in the Term Sheet. For avoidance of doubt, the participation of Players in any Appearances does not and shall not constitute any grant of player endorsement rights or any other rights by Sponsor to use Player Likenesses, and any such rights must be separately secured (e.g., in accordance with Section 4, above or through separate license grants).

H. Sponsor Activities. If Sponsor is entitled to conduct Promotions as part of its Rights, such Promotions shall require the prior written approval of Licensor and all costs and expenses attributable thereto shall be borne by Sponsor.

I. Digital Platforms. If Sponsor is granted any Rights (i) on or related to the Club's Digital Platforms or (ii) to use Club Marks on Sponsor's Digital Platforms, the activation of any such Rights shall require the prior approval of Licensor and all costs and expenses attributable thereto shall be borne by Sponsor. The exercise of the Rights in connection with Club's and/or Sponsor's Digital Platforms must be promotional in nature and may not include any rights for Sponsor to use any Club content (e.g., Game footage).

J. Miscellaneous. To the extent that Licensor or Sponsor are granted any Rights or Benefits in the Term Sheet, the date, time, location or other specifics of which are not specified in the Term Sheet, such Rights shall be subject to the provisions of this Agreement and, if not fully addressed in this Agreement, such Rights shall be subject to the mutual agreement of Licensor and Sponsor. Except as expressly stated in the Term Sheet to the contrary, Sponsor shall be responsible for creation and delivery to Licensor of all Advertising Materials in accordance with timelines reasonably specified by Licensor.

K. Security Protocols. Sponsor agrees that it shall ensure strict adherence by such Sponsor Parties to all Licensor/MLS safety and security protocols (including COVID-19 testing and prevention) in connection with any visit to any Club Controlled Premises, as applicable.

7. **CONSIDERATION**. Subject to the provisions in Section 10, as consideration for the Rights granted to Sponsor in this Agreement, Sponsor agrees to pay the amounts under the payment terms and to provide the in-kind consideration, if any, to Licensor as set forth on the Cover Sheet. All payments shall be net of all applicable agency fees, commissions, taxes, or other deductions, which shall be the responsibility of Sponsor. All cash payments due to Licensor shall be made by company, cashier's or certified check by Sponsor to Orlando Sports Holdings, LLC. All payments shall be made in U.S. dollars without set-off, reduction, or withholding of any kind. If Licensor is obligated to collect any taxes with respect to such payment or the value of any other Benefit, Sponsor shall increase the amounts of its payments to Licensor by the amount of such tax. Late payments shall be a material breach of this Agreement and shall be subject to the maximum monthly service charge permitted by law, in addition to all other rights and remedies available to Licensor, and Licensor shall have the right to withhold any or all of the Rights during the period in which such amount remains unpaid. Licensor shall have no obligation to provide Rights withheld pursuant to the foregoing sentence at a later date, nor any obligation to provide any Substitute Benefits or any refund or reduction of such fees. In the event goods, merchandise or other items are to be provided by Sponsor pursuant to the terms of this Agreement, including, without limitation, as value-in-kind or otherwise, (x) if Licensor paid for such event goods, merchandise or other items, Licensor reserves the right to return any or all defective items within thirty (30) days of receipt thereof for a refund of the full value thereof or for replacement items, at Licensor's option, and (y) if Licensor did not pay any cash consideration for such event goods, merchandise or other items, Licensor reserves the right to return any or all defective items within thirty (30) days of receipt thereof for replacement items.

8. **INDEMNIFICATION**.

A. Indemnification by Sponsor. Sponsor shall indemnify, defend, and hold harmless the MLS Indemnified Parties from and against any and all Losses arising from or related to: (i) the breach of any representation, warranty, term or condition of this Agreement by Sponsor; (ii) the unauthorized use, or allegation of such use, of the Club Marks by Sponsor; (iii) any use by Licensor or MLS of the Sponsor Marks including any infringing use, or allegation of such use, by Licensor of Sponsor Marks (provided that the use of Sponsor Marks is in accordance with and as permitted under the terms of this Agreement); (iv) any Sponsor Materials (including any Claims of unfair, deceptive, misleading or fraudulent advertising); (v) the manufacture, distribution, delivery, performance, advertisement, promotion, sale, possession or use of any product or service (including any Premium) that is manufactured, distributed, provided or sold by Sponsor; (vi) any third-party's exercise of Pass-Through Rights as permitted hereunder (*i.e.*, as between the Parties, Sponsor shall be solely liable for any and all Claims or Losses as and when incurred arising out of, incident to or in relation to any third-party's exercise of Pass-Through Rights as permitted hereunder); (vii) any negligent act or omission or the intentional or willful misconduct of Sponsor, or any of its officers, owners, directors, members, agents, representatives, shareholders, subsidiaries and employees with respect to the subject matter of this Agreement; (viii) any items distributed or displayed by or on behalf of Sponsor at Games; (ix) any violation of Applicable Law by any of the Sponsor Indemnified Parties; or (x) the exploitation of any of the rights and benefits granted under this Agreement whether or not such activity has been approved in accordance with this Agreement.

B. Indemnification by Licensor. Licensor shall indemnify, defend and hold harmless the Sponsor Indemnified Parties from and against and in respect of any and all Losses, arising from or related to: (i) the breach of any representation, warranty, term or condition of this Agreement by Licensor; (ii) the unauthorized use, or allegation of such use, of Sponsor Marks by Licensor or Club; (iii) any use by Sponsor of the Club Marks (provided that Sponsor's use of Club Marks is in accordance with and as permitted under the terms of this Agreement); or (iv) any negligent act or omission or the willful misconduct of Licensor and any of its officers, owners, directors, agents, representatives, members, shareholders, subsidiaries and employees with respect to the subject matter of this Agreement.

C. Procedures for Indemnification. If any Claim is made or commenced against any party seeking indemnification under this Agreement ("Indemnified Party"), the Indemnified Party shall give the other Party ("Indemnifying Party") prompt notice thereof; the failure to give such notice shall not affect the liability of the Indemnifying Party under this Agreement except to the extent the failure materially and adversely affects the ability of the Indemnifying Party to defend the Claim. The Indemnifying Party shall have the right to assume the defense and resolution of the Claim, provided that (a) the Indemnified Party shall have the right to participate in the defense of the Claim at its own expense through counsel of its choice (control of the defense will remain with Indemnifying Party), (b) the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, and (c) the Indemnified Party may undertake the defense of the Claim, at the Indemnifying Party's expense, if the Indemnifying Party fails promptly to assume and diligently prosecute the defense.

D. LIMITATION OF LIABILITY. NO CLAIM MAY BE MADE BY ANY PARTY AGAINST ANY OTHER PARTY OR ANY AFFILIATE, DIRECTOR, MEMBER, MANAGER, OFFICER, EMPLOYEE, ATTORNEY OR AGENT THEREOF FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR TORT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT OR ANY

OTHER TRANSACTION, RELATIONSHIP, ACT, OMISSION, OR EVENT ARISING OR OCCURRING IN CONNECTION THEREWITH, AND EACH PARTY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR ANY SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT THE LIABILITY OF ANY PARTY: (A) TO INDEMNIFY ANOTHER PARTY UNDER THIS SECTION 8, FOR ALL LOSSES IT MAY SUFFER AS A RESULT OF ANY THIRD PARTY CLAIMS; (B) FOR CLAIMS ARISING OUT OF OR RELATING TO ANY UNAUTHORIZED USE OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS; (C) FOR CLAIMS ARISING OUT OF OR RELATING TO A BREACH BY SUCH PARTY OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER; OR (D) CLAIMS ARISING OUT OF OR RELATING TO SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE MLS INDEMNIFIED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF SPONSOR OR ITS OFFICERS, AGENTS, EMPLOYEES, OR INVITEES IN OR UPON ANY STADIUM, CLUB CONTROLLED PREMISES, OR ELSEWHERE, RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING THEFT, VANDALISM OR INJURY BY BALLS OR OTHER EQUIPMENT. SPONSOR SHALL LOOK SOLELY TO THE ASSETS OF LICENSOR FOR THE SATISFACTION AND ENFORCEMENT OF LICENSOR'S OBLIGATIONS UNDER THIS AGREEMENT, AND SHALL NOT HAVE RECOURSE TO ANY OTHER PERSON OR ENTITY.

9. **INSURANCE.** Sponsor shall maintain, at its sole cost and expense, the insurance set forth on Exhibit B at all times during the Term of this Agreement. Sponsor shall furnish an insurance certificate to Licensor within fifteen (15) Business Days of execution of this Agreement, evidencing its compliance with the insurance requirements specified on Exhibit B hereto.

10. **TERM, TERMINATION, BREACH.**

A. **Term.** This Agreement shall remain in effect for the Term, unless sooner terminated pursuant to the provisions of this Agreement.

B. **Termination.**

i. **Breach.** If either Party materially breaches any of its obligations under this Agreement, and if such breach is not cured by the breaching Party within fifteen (15) days after the non-breaching Party sends written notice of such breach to the breaching Party, which notice must set forth in reasonable detail the facts underlying its determination that material breach has occurred, then the non-breaching Party shall have the right to terminate this Agreement effective immediately.

ii. **Bankruptcy.** Either Party may terminate this Agreement effective immediately upon the occurrence of one or more of the following events with respect to the other Party: (x) there is a cessation of operations or the institution against such other Party of a bankruptcy proceeding, dissolution, liquidation or the appointment of a trustee or a receiver or (y) such other Party makes an assignment for the benefit of creditors or admits in writing that it is unable to pay its debts as they become due.

iii. **Termination by Licensor.** Notwithstanding anything to the contrary in Section 10.B.i., in the event that Licensor enters into a Stadium naming rights agreement or sponsorship agreement granting Club jersey exposure with any entity other than Sponsor in the Sponsor Commercial Category, then Licensor shall have the right to terminate this Agreement by giving thirty (30) days written notice to Sponsor. In the event of such termination, Licensor shall reimburse Sponsor the consideration paid in advance by Sponsor, if any, for the value of Sponsor's undelivered Rights. This reimbursement of consideration shall be Sponsor's sole and exclusive remedy for such termination.

C. **Termination by League.** In the event that (i) League enters into an exclusive global or national sponsorship agreement (including exclusive League and Club rights) at any time before the end of the Term of this Agreement with any entity other than Sponsor in the Sponsor Commercial Category or (ii) League does not release the Sponsor Commercial Category for Club sponsorship sale, then MLS and/or Licensor shall have the right to terminate this Agreement either (x) upon expiration of the current League season, or (y) immediately if prior to the start of the League season. In the event of such termination, Licensor shall reimburse Sponsor the consideration paid in advance by Sponsor, if any, for the value of Sponsor's undelivered Rights. This reimbursement of consideration shall be Sponsor's sole and exclusive remedy for such termination.

D. **Effect of Termination.** Termination of this Agreement as provided herein shall be without prejudice to any other rights or remedies which the terminating Party may have. In the event that Licensor terminates this Agreement, all Rights granted to Sponsor hereunder shall immediately revert to Licensor and Sponsor shall immediately and permanently cease all uses of the Club Marks. In the event that Licensor terminates this Agreement due to a material breach of this Agreement by Sponsor, in addition to any other rights and remedies that Licensor may have against Sponsor, (a) Licensor shall have no obligation to repay to Sponsor any of the consideration paid or required to be paid as of the date of termination pursuant to the terms of this Agreement, and (b) Sponsor shall pay Licensor, within ten (10) days after such termination, all amounts of net cash and other consideration specified on the Cover Sheet of this Agreement that would have been payable to Licensor under this Agreement had this Agreement remained in effect until the scheduled expiration date of the Term. Licensor shall have the right, but not the obligation, to remove or obscure any advertising using the Sponsor Marks at any time following such termination or expiration. Sponsor shall pay all expenses of such removal if the reason for termination is an event under any of Section 10.B.i. – Section 10.B.ii. of this Agreement.

E. League Approval. *Reserved.*

F. Equitable Relief. Each Party acknowledges and agrees that in the event of a breach or threatened breach by the other Party of any provision in this Agreement relating to the Club Marks or Sponsor Marks, as applicable, the damage to the non-breaching Party may be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate and, accordingly, the non-breaching Party shall be entitled to seek injunctive relief against the breaching Party in such event in addition to any other relief (including damages) available to the non-breaching Party.

11. REPRESENTATIONS AND WARRANTIES.

A. Each Party hereto represents and warrants to the other as follows: (i) it has the full power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) its execution and delivery of and its performance under this Agreement have been duly authorized by all necessary corporate, limited liability company or other action (as applicable), and, to its knowledge, have not, do not and will not materially conflict with, violate, result in a breach or default of or otherwise materially adversely affect any rights of any third person or entity, whether now existing or hereafter arising or occurring.; (iii) this Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with its terms; (iv) no litigation or pending or, to its knowledge, threatened claims or litigation exist which do or would reasonably be expected to materially adversely affect its ability to fully perform its obligations hereunder; (v) it has or shall obtain all licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations required in connection with this Agreement and that such licenses, agreements, permits, waivers, releases, registrations, approvals and/or authorizations will be valid and sufficient for the performance of its obligations hereunder; and (vi) the non-owning Party's use of the Club Marks or Sponsor Marks, as applicable, as approved by the granting Party, will not infringe or violate the rights of any third-party and will not give rise to any payment obligation on the part of the using Party to any third-party

B. Sponsor further represents and warrants to Licensor as follows: (i) its exercise of the Rights pursuant to this Agreement (including, but not limited to, use of the Club Marks), shall be subject to all Applicable Laws in the countries within which such Rights are to be exercised; (ii) in the event Sponsor conducts any in-person Promotions at a Stadium or in any other location that involves Licensor or MLS, Sponsor shall comply with any and all health and safety rules outlined and provided by Licensor and/or MLS (iii) it has the right to use and license the Sponsor's Marks in accordance with the terms of this Agreement.

12. MISCELLANEOUS.

A. League Rules. This Agreement and all Rights granted to Sponsor under this Agreement are subject and subordinate to and limited by the League Rules as they may exist from time to time. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any League Rule, such League Rule shall govern.

B. Collective Bargaining Agreement/Group License Agreement. The Rights granted to Sponsor in this Agreement, including the Term Sheet, are subject to the terms and conditions of the Collective Bargaining Agreement and the Group Licensing Agreement between MLS and the Major League Soccer Players Association.

C. Survival. The provisions of Sections 3.A.ii., 5.B., 8, 9, 10.D, 12.C., 12.F., 12.K., 12.L., and 12.M. of this Agreement shall survive expiration or earlier termination of this Agreement.

D. Conflict. In the event that any provisions of this Agreement contradict, modify, supplement or are otherwise different from any provisions in the Term Sheet, or any other document or communication, the provisions of this Agreement shall govern.

E. Assignment; Successors and Assigns; Amendment. Sponsor shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily, involuntarily by change of control or by operation of law, any Rights or obligations under this Agreement or the entirety of this Agreement, without the prior written consent of Licensor, and any attempted assignment without such consent will be void. Licensor may assign, including without limitation to MLS or SUM, any rights or obligations under this Agreement or the entirety of this Agreement without the prior written consent of Sponsor. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns. This Agreement may not be amended, modified or supplemented except by a written instrument duly executed by each of Licensor and Sponsor, and if applicable, MLS.

F. Confidentiality. Except as required by law or mutually agreed upon by the Parties, neither Party shall disclose (other than by Licensor to MLS or SUM) or publicize in any manner any Confidential Information of the other Party. In the event the Receiving Party is required to disclose Confidential Information pursuant to Applicable Laws or the request of any Governmental Authority, the Receiving Party shall notify (i) such Governmental Authority of the confidential nature of such Confidential Information, and (ii) make best efforts to provide advance notice to the Disclosing Party and, if advance notice is not possible, notify the Disclosing Party as soon as is reasonably possible, and shall cooperate with the Disclosing Party in all efforts to restrict such disclosure. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the Receiving Party at the time of its receipt from the Disclosing Party; (iii) is rightfully

received from a third party who did not acquire or disclose such information by a wrongful or tortious act; and/or (iv) is independently developed by the Receiving Party without reference to any Confidential Information.

G. No Joint Venture or Partnership. This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Licensor and Sponsor or between League and Sponsor.

H. Severability; Waiver. If any provisions of this Agreement or any portions thereof are invalid, illegal or unenforceable, the other provisions of this Agreement or portions thereof shall remain in full force and effect. Any failure of Licensor or Sponsor to comply with any provision of this Agreement may only be waived expressly in a written instrument duly executed by each of Licensor and Sponsor.

I. Substitute Benefits. Except as set forth in this Section 12.I, Sponsor and Licensor acknowledge that from time to time during the Term of this Agreement, certain benefits provided to Sponsor in this Agreement may become an Unavailable Benefit. In such event, Licensor shall not be required to provide such Unavailable Benefit and such noncompliance/failure shall not be deemed to be a breach of this Agreement by Licensor. However, with respect to any such Unavailable Benefit, the Parties will consult in good faith regarding the provision of a substitute benefit having promotional value not materially less than that of the Unavailable Benefit (such value to be determined by good faith negotiation and agreement by the Parties). Any action by Licensor in accordance with the previous sentence shall satisfy all of Licensor's obligations hereunder with respect to the Unavailable Benefit. Sponsor acknowledges and agrees that the rights and benefits granted in Section 2 (including rights to the Club Marks and any exclusivities granted therein) will be deemed delivered irrespective of whether an Event of Force Majeure occurs.

J. Force Majeure.

i. None of the Parties shall be in breach of this Agreement if the performance by that Party of any of its non-monetary obligations hereunder is prohibited, prevented, delayed, or pre-empted because of an Event of Force Majeure for such period of time as such event continues, provided that the Party prevented from performing uses all reasonable efforts to perform such obligation once such event has ceased. However, in no event shall any act or omission by or on the part of any Party, or any inability on the part of any Party hereunder to pay any amount owing hereunder, constitute or be deemed to be considered any event beyond the reasonable control of such Party.

ii. In the event of a strike by the Major League Soccer Players Union or a lockout of the MLS Players by MLS (in either case an "MLS Work Stoppage"), that causes the pre-emption of one (1) or more Games, all obligations of the Parties hereunder shall continue; when the MLS Work Stoppage has ceased, in order to make up for any of the Sponsor's Rights related to the Club under the Agreement that could not be exercised by the Sponsor as a result of the cancellation of Games due to the MLS Work Stoppage, the Sponsor and Licensor shall negotiate in good faith to reach a mutually satisfactory arrangement of comparable value by means of rescheduling, Substitute Benefits, alternative performance, or similar means for any cancelled Games due to MLS Work Stoppage. Sponsor acknowledges and agrees that Licensor makes no representation or warranty as to and the number of Games that the Club will play in any MLS season. In no event will Licensor be liable and/or otherwise obligated to Sponsor and/or any third party for any special, consequential or other damages in any way related to any canceled Games.

K. Governing Law. All matters arising under and relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws principles.

L. Dispute Resolution & Arbitration. In the event of any dispute or disagreement arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good-faith negotiation between their designated representatives. If the Parties are unable to reach a resolution within seven (7) days, the matter shall be escalated to senior leadership on both sides, with each Party appointing a senior executive to meet and attempt resolution within ten (10) days after escalation (or such other time period as the Parties may agree upon). If resolution cannot be achieved through such discussions and negotiations, the Parties agree that, except for controversies, disputes, or claim related to or based on the use of the Club Marks, all controversies, disputes, or claims between the Parties arising out of or related to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orlando, Florida and administered by the American Arbitration Association ("AAA") before a sole, neutral arbitrator. The arbitration proceedings will be conducted according to the AAA's then current rules in accordance with the then current rules of the AA regarding commercial disputes. Such arbitrator shall have experience in general commercial transactions, sponsorship, and contract disputes and shall have the right to award or include in their award an relief which the arbitrator deems proper under the circumstances. Judgment on the award and decision of the arbitrator may be entered in any court having jurisdiction and shall be conclusive and binding on the Parties. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in the dispute submitted to arbitration shall be entitled to recover its reasonable attorney's fees and costs, including the arbitration and arbitrator's fee. The Parties waive any right to contest the validity or enforceability of such arbitration award.

M. Jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any rights arising out of, this Agreement shall be brought against either of the Parties in the courts of the State of Florida, Orange County, or, if it has or can acquire jurisdiction in the United States District Court for the Middle District of Florida, and each of the Parties consents to the jurisdiction of

such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either Party anywhere in the world.

N. Notices. All notices, approvals, consents and/or payments to Licensor shall be in writing and given by (i) email, (ii) personal service (which, for the purposes hereof, shall include courier/overnight delivery), or (iii) by certified mail to:

Licensor:

Orlando Sports Holdings, LLC
655 W. Church Street
Orlando, Florida 32805
Attention: Legal Department
Email: legal@orlandocitysoccer.com

With a copy to:

Major League Soccer, L.L.C.
420 Fifth Avenue, 7th Floor
New York, New York 10018
Attention: Legal Department
Email: legalnotices@mlssoccer.com

Sponsor:

City of Mount Dora
510 N Baker St.
Mount Dora, FL 32757
Attention: Jeanann Hand
Email: handj@mountdora.gov

With a copy to:

Patrick Brackins, Esquire
Shepard, Smith, Hand & Brackins, P.A.
2300 Maitland Center PKWY, STE 301
Maitland, FL 32751
Email: pbrackins@shepardfirm.com

Such notice shall be effective, if delivered by hand or electronic mail, upon receipt, if delivered on a Business Day (or, if not, on the Business Day immediately following the date of delivery), or if by overnight mail, on the next Business Day.

O. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures thereon and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. PDF or electronic signatures shall have the same effect as original or handwritten signatures.

P. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto and the provisions hereof supersede, and may not be contradicted, modified or supplemented by, evidence of any prior or contemporaneous agreements or understandings relating to the same subject matter, whether written or oral

Q. Headings. The headings of the sections of this Agreement are for reference purposes only and shall not constitute a part hereof or affect the meaning or interpretation of this Agreement.

EXHIBIT A

Term Sheet

Except as otherwise provided herein, all Rights and Benefits contained in this Exhibit A shall be delivered to Sponsor by Licensor each Contract Year of the Term.

A. Designation

1. Sponsor will have the right to use the following Designation:

- i. “Proud Partner of Orlando City SC”

B. Home Stadium Digital Signage - LED

1. Field Level LED Signage:

- i. For each Club Designated Home Match, Sponsor will receive a total of two minutes (00:02:00) of in-game exposure.

2. Fascia Level LED Signage:

- i. For each Club Home Match, Sponsor will receive a total of two minutes (00:02:00) of in-game exposure.

*Sponsor shall, at its expense, submit to Licensor for its prior written approval the proposed text, design and layout (in the form of an original piece of finished and “to size” artwork) of the Advertising Material that Sponsor desires to appear on the signage contemplated in this Section (and any alterations thereof), which shall conform to Licensor’s reasonable specifications.

C. Internet

1. Email Blast:

- i. Subject to compliance with any applicable Licensor policies and League Rules, Sponsor shall receive brand mentions in one (1) email blast to the Club database. The content of such email blasts shall be mutually agreed upon by the Parties but shall promote the Sponsor’s Products/Services/Retail Operations.

D. Custom Event and Digital/Social Media.

1. Sponsor will be designated as a presenting partner of one (1) mutually agreed upon event, currently contemplated to be call “Tour of Mount Dora” (the “**Tour Event**”). Timing and final Tour Event details to be mutually agreed upon by the Parties. In connection with the Tour Event, Sponsor will receive the following from the Club:

- i. One (1) co-branded dedicated email to the Club’s database. Content and timing of such email to be mutually agreed upon but should promote the Tour Event.
 - ii. Subject to compliance with any Club policies and League Rules, on its Digital Platforms, Club will promote the Tour Event in a minimum of two (2) posts prior to the event; four (4) stories posted on the Club’s Instagram account during the Tour Event; and a minimum of one (1) recap video post on its Digital Platforms following the Tour Event. Content and timing of such social media content to be mutually agreed upon.
 - iii. Sponsor will receive four (4) Club Player appearances at the Tour Event. Such Club Player appearance may be from an Affiliate of the Club and participation shall be subject to League Rules or any other Club Policies and shall not exceed ninety minutes (90:00) and is subject to Player’s schedule and availability.

EXHIBIT B
Insurance Requirements

A. General Requirements of Sponsor's Insurance.

Sponsor shall maintain the following insurance throughout this Agreement, and Sponsor shall cause the Sponsor Parties to comply with these insurance requirements. Sponsor shall provide certificate(s) demonstrating such insurance within fifteen (15) Business Days of execution of the Agreement and prior to policy expiration. Sponsor waives, and Sponsor shall cause its Sponsor Parties to waive, all subrogation and recovery rights in favor of MLS Indemnified Parties. Additionally, Sponsor's insurance policies shall waive, or be endorsed to waive, rights of recovery by subrogation, regardless of negligence, in favor of the MLS Indemnified Parties and such waivers shall survive the termination and/or expiration of this Agreement. Such policies shall (i) be primary to MLS Indemnified Parties' insurance, and not call for contribution from MLS Indemnified Parties' insurance; (ii) be provided by reputable insurers authorized to do business in the jurisdiction in which this Agreement will be performed, with current AM Best ratings of not less than A- VIII; and (iii) provide limits no less than as indicated, which may be provided through primary and umbrella policies.

B. Insurance Required of All Sponsors.

i. **General Liability.** Sponsor shall purchase and maintain commercial general liability written on an occurrence basis, and such coverage shall be no less broad than the most recent version of ISO CG 00 01. No amending or exclusionary endorsements material to Sponsor's obligations in this Agreement may be attached., including but not limited to coverage for claims by Sponsor's employees against MLS Indemnified Parties. If Premiums, products or merchandise will be provided to third-parties, products/completed operations coverage shall be maintained for three (3) years after the expiration or termination of this Agreement. Limits shall not be less than the following per occurrence and in the aggregate: \$2,000,000.00 each occurrence; with no applicable aggregate.

ii. **Workers Compensation & Employers Liability.** Sponsor shall purchase and maintain statutory workers' compensation coverage compliant with the jurisdiction in which this Agreement will be performed, and with any jurisdictions in which workers are residents, or through which they may travel in the course of this Agreement. Employers liability limits shall not be less than the following: \$1,000,000.00 each accident; \$1,000,000.00 by disease-policy limit; and \$1,000,000.00 by disease-each employee.

iii. **Media Liability.** Sponsor shall purchase and maintain media liability appropriate for the operations contemplated in this Agreement. The Sponsor's 's limits are \$2,000,000 per occurrence with no applicable aggregate. The Sponsor enjoys sovereign immunity which limit compensable claims to \$200,000 per person and \$300,000 per incident per Florida statute 768.28. including but not limited to trademark infringement, copyright infringement, rights of publicity, defamation, invasion of privacy, and plagiarism. If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of the Agreement; and continuous coverage shall be maintained or an extended discovery period exercised for three (3) years beginning from the time that the Agreement is terminated. Sponsor shall submit either (i) renewal insurance certificates to evidence coverage is being maintained throughout the three (3) year period; or (ii) a three (3) year extended reporting period endorsement.

iv. **Umbrella / Excess Liability.** In order to satisfy minimum limits required under this Agreement, Sponsor may purchase follow-form umbrella/excess liability coverage.

C. Automobile.

If at any time during this Agreement Sponsor or any Sponsor Parties shall have or operate on or in the vicinity of any MLS Indemnified Parties' property any automobile, truck, or vehicle, Sponsor shall purchase or cause to be purchased and maintain automobile liability covering all owned (if any), non-owned, and hired automobiles. Coverage shall be no less broad than as provided under symbol 1, or if Sponsor does not own autos symbols 8 and 9. The Sponsor's 's limits are \$2,000,000 per occurrence with no applicable aggregate. The Sponsor enjoys sovereign immunity which limit compensable claims to \$200,000 per person and \$300,000 per incident per Florida statute 768.28, provided that MLS may require higher limits from Sponsor, if any Sponsor activation includes special auto operations, e.g., driving demonstrations, test driving, or vehicle presence within the stadium building.

D. Cyber Liability.

If at any time during this Agreement Sponsor or any of Sponsor Parties is granted the right to collect or transmit personally identifiable information, Sponsor shall purchase or cause to be purchased and maintain cyber liability appropriate for the operations contemplated in this Agreement, including but not limited to liability and first party costs arising out of the following:

- i. Personally identifiable or confidential information loss/disclosure/unauthorized access
- ii. Federal, state, foreign, or local privacy policy/law violation fines and penalties
- iii. Notification, credit monitoring, and forensics
- iv. Victim's financial loss, general and special damages
- v. Extortion costs.

If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of the Agreement; and continuous coverage shall be maintained or an extended discovery period exercised for three (3) years beginning from the time that the Agreement is terminated. Sponsor shall submit either (i) renewal insurance certificates to evidence coverage is being maintained throughout the three (3) year period; or (ii) a three (3) year extended reporting period endorsement. Limits shall not be less than \$1,000,000 per claim and in the aggregate.

E. Liquor Liability.

If at any time during this Agreement Sponsor or any of Sponsor Parties manufactures, distributes, sells, serves or furnishes alcoholic beverages, Sponsor shall purchase or cause to be purchased and maintain liquor liability which shall include MLS Indemnified Parties as additional insureds. The coverage form shall be no less broad than ISO CG 00 33, and no exclusionary endorsements material to Sponsor's obligations may be attached. If liquor liability for an event applies, the Sponsor will purchase special events policy to cover this exposure. The Sponsor enjoys sovereign immunity which limit compensable claims to \$200,000 per person and \$300,000 per incident per Florida statute 768.28.

F. Additional Insured.

The Sponsor cannot comply with this per Florida statute 768.28.

G. Certificates of Insurance.

In addition to the coverages required through this section, Sponsor's certificates shall state that the insurance is primary and noncontributory to any insurance of the MLS Indemnified Parties, provides waiver of subrogation in favor of MLS Indemnified Parties.