CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, February 14, 2023

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be extended by the Mayor or by majority vote of the Council. To avoid disruption of the meeting, speakers should avoid inappropriate language, personal attacks and derogatory statements and direct comments to the Council. Everyone is requested to be respectful of each other even when we disagree. All public comments should be directed to the Council, and the issue at hand. Everyone should avoid personal attacks and derogatory statements. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Fire Department

PUBLIC COMMENT

REPORTS

CONSENT AGENDA

The next portion of the meeting is the consent agenda which contains items that have been determined to be routine and non-controversial. If anyone in the audience wishes to address a particular item on the consent agenda, now is the opportunity for you to do so. Additionally, if staff or members of the City Council wish to speak on a consent item, they have the same opportunity.

Item No. 1 - Meeting Minutes	Consider approval of the minutes of the December 13, 2022 and January 10, 2023 Council Meetings and the January 17, 2023 Council workshop.
Item No. 2 - Resolution No. 2023-006R	Consider the Declaration of the City's intent to seek reimbursement from tax-exempt obligations for the Wastewater Expansion Project not to exceed $30 million.
Item No. 3 - Task Order Approval and Budget Amendment	Consider Task Order approval for Phase II Environmental Study for the property located on Max Hooks Road with Halff Associates, Inc. to provide engineering services in the budgeted amount of $62,101 with a Budget Amendment to the General Fund.
Item No. 4 - Task Order Change Order	Consider approval for additional services to a previously approved Task Order for the 8th Street Pier replacement with Halff Associates, Inc. to provide surveying services for the budgeted amount of $33,116.

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Item No. 5 - Single Source Term Contract Award	Consider approval of single source determination and term contract award from Container Systems & Equipment Inc. to purchase parts and repairs for sanitation trucks on an as-needed basis.
Item No. 6 - Single Source Purchase for Streetscape Benches	Consider single/sole source purchase from Rep Services, Inc. to acquire DuMor benches for the Streetscape project in the budgeted amount of $127,877.
Item No. 7 - Contract Amendment	Consider amendments to annual term contracts that have exceeded or may exceed $50,000 on an annual basis.
Item No. 8 - Purchase of Police Vehicles	Consider purchasing from the State of Florida contract number 25-00000-21 STC with Step One Automotive Group to acquire two (2) police vehicles for the amount of $70,376.
Item No. 9 - Purchase of Vehicles for Parks & Recreation	Consider purchasing from the Florida Sheriff's Association Contract contract number FSA23-TOY1.0 with Seminole Toyota to acquire two (2) Toyota Tacoma's and three (3) Rav4's in the budgeted amount of $142,388.
Item No. 10 - Justice Assistance Grant (JAG)	Consider Justice Assistance Grant for a Breaching Door Trainer with a required cost to the city in the budgeted amount of $2,461.

NEW BUSINESS

Item No. 11 - Ordinance No. 2023-008 *Intro A&M 4 Cans, LLC.*	Consider an Ordinance to allow a non-exclusive garbage franchise agreement.
Item No. 12 - Ordinance No. 2023-013 *Intro Recodification*	Consider an Ordinance to serve as an update and recodification of the entire City Code.

ADJOURN

Public Notice

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Meeting agendas are available on the city website and are posted within the first floor of City Hall.

Should any person desire to appeal any decision of the City Council with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding may contact the Office of the City Clerk at (352) 241-7331 (Voice) no later than two (2) business days prior to the proceeding or by contacting the City Clerk's Office at cityclerk@clermontfl.org. TTY users may call via 711 (Florida Relay Service) no later than two (2) business days prior to the proceeding.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 13, 2022

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, December 13, 2022 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Gonzalez, Pines, Entsuah, and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Chaplain Pete Rodriguez followed by the Pledge of Allegiance.

AGENDA CHANGES

City Manager Bulthuis informed the Council of the following agenda change:

Item No. 19 – Ordinance No. 2022-033, Clonts Property Rezoning

Ordinance No. 2022-033, Clonts Property Rezoning

> AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Manager Bulthuis informed the Council this is a request to table the item to January 10, 2023.

> Council Member Entsuah moved to table Ordinance No. 2022-033 to January 10, 2023; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

PUBLIC COMMENTS

Richard Ruck, 135 Carroll Street – Spoke regarding his pending code enforcement case and how property lines and setbacks are determined.

City Attorney Mantzaris stated that the initial code enforcement process was started and referred to a January hearing date. The hearing can be postponed to provide time to review the code regarding front and rear yard setbacks and determine if the code should be revised.

REPORTS

LAKE COUNTY COMMISSIONER PARKS –

Commissioner Parks spoke about the last Board of County Commissioners meeting where the state of the county address was given and Ms. Micki Blackburn was inducted into the Women's Hall of Fame.

Celebrated the opening of the Route 55, South Lake Express bus. There was discussion regarding the Lynx system throughout Lake County.

The Lake County Planning initiative kicked off with an update on the county wide planning process. There will be local meetings with East Central Florida Regional Planning Council to come up with a joint planning agreement and county wide conservation strategies.

On January 24, the Board of County Commissioners will discuss transportation impact fees. There are currently 4 districts and may increase to 5 districts. The fees collected in each district will specifically fund that district. A decision will be made to either keep the same, lower, or raise the fees to collect within our district. In order to raise to the maximum allowed fees, there will need to be a super majority vote.

City Manager Bulthuis stated that the City Managers and Mayors in the South Lake District met and are working on a Resolution in support of raising the transportation impact fees.

Commissioner Parks talked about ARPA funding regarding the septic to sewer conversion and the TDC funds and asked Council to consider projects the city would like to request funding towards. Discussion was had regarding the resurfacing on Hancock Road and other roads to be resurfaced.

Council Member Pines spoke about conservation strategies and the effect if any on the new Wellness Way Comprehensive Plan. There has not been any meetings recently regarding that. Commissioner Parks assured that he will keep Council updated and involved.

CITY MANAGER REPORT

City Manager Bulthuis –

- Reminded everyone that this is the last meeting of the year. The next meeting is January 10, 2023.
- The city is updating the comprehensive plan and working with East Central Florida Regional Planning Council (ECFRPC). There will be a joint workshop with ECFRPC on January 17, 2023 and all are encouraged to attend.
- City of Clermont will be closed Friday, December 23 and 26 and January 2 in observance of the holidays.
- Chamber After Hours will be downtown on December 15.
- Clermont wine stroll on December 16.
- Thanked Council, staff and the public for all the great events this year.

Fire Chief Ezell stated that the department is going through their accreditation cycle and the site review team was on site to verify and validate documentation to demonstrate they are a credible Fire Department. The team interviewed staff and the process went well. They have recommended Clermont Fire Department for reaccreditation. Chief thanked council for their support.

CITY ATTORNEY REPORT

City Attorney Mantzaris – No report.

CITY COUNCIL REPORT

Council Member Gonzalez –

- Attended Florida League of Cities conference in Orlando; next month will be attending a training for new elected officials.
- Thanked Parks and Recreation for the events; attended the employee breakfast; also attended Enchanted Forest.
- Congratulations to the Fire Department on reaccreditation.

Council Member Purvis –

- Attended the last Metropolitan Planning Organization (MPO) meeting for 2022.
- Attended the holiday events in the city and thanked staff.

Council Member Entsuah –

- Attended the holiday events in the city and thanked staff.

Council Member Pines –

- Attended the holiday events in the city and thanked staff.

Mayor Murry –

- Thanked staff for all the letters from Santa, over 1,600 letters have been sent out to children.
- Attended the Lake County League of Cities meeting luncheon.
- Congratulated Micki Blackburn on being inducted into the Women's Hall of Fame.
- Listed some of the new Lake Express Bus route stops.
- Attended the holiday events in the city and thanked staff.
- Mayor's lunch next month will be the first Tuesday in January at Cheeser's at 12:00 PM.

CONSENT AGENDA

Mayor Murry advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 - Council Meeting Minutes	Consider approval of the October 25, 2022, November 8, 2022 and November 29, 2022 meeting minutes.
Item No. 2 - Council Meeting Calendar	Consider the 2023 meeting calendar.
Item No. 3 - Surplus Request	Consider declaring surplus from Information Technology, City Clerk, Finance, Building Services, and Procurement Services equipment that has reached end of life and dispose of in accordance with the Purchasing Policy.
Item No. 4 - Grant Acceptance	Consider grant award agreement for Vaccine and Testing assistance during COVID-19 with the State of Florida, Division of Emergency Management as the pass through entity for a Federal Award in the estimated amount of $170,000.
Item No. 5 - Right to Entry Agreement	Consider agreement through Orange County Conserv II property to access a wetland monitoring well.

Item No. 6 - Contract Amendment	Consider amendments to annual term contracts that have exceeded or may exceed $50,000 on an annual basis.
Item No. 7 - Interlocal Agreement Amendment	Consider agreement amendment with Lake County for consulting services for Wellness Way, previously approved on October 11, 2022.
Item No. 8 - Resolution No. 2022-018R	Consider amending the cemetery rules and regulations and fee adjustment.
Item No. 9 - Resolution No. 2022-042R	Consider Building Services permit fee schedule adjustment based on new fee study.
Item No. 10 - Resolution No. 2022-046R	Consider amending the Parks and Recreation fee schedule to include fees for the Community Garden.
Item No. 11 - Bid Award for Auto Body Repair Services	Consider the award and approval of a term contract with Rachel's Collision Center, LLC. to provide auto body repair services for the estimated annual amount of $60,000.
Item No. 12 - Piggyback City of Plantation Contract	Consider piggyback contract with Allied Universal Corporation to provide delivery of sodium hypochlorite.
Item No. 13 - Piggyback Lake County Contract	Consider the piggyback contract with Bayse Supply Company to provide janitorial supplies.
Item No. 14 - Piggyback Sourcewell Cooperative contract	Consider Sourcewell Cooperative piggybacking contract with Jack Doheny Companies, Inc. to acquire one, two-ton, hot box transporter for road maintenance for the budgeted amount of $53,777.30.
Item No. 15 - Piggyback City of Boynton Beach Contracts	Consider piggyback contracts with Fortline, Inc. d/b/a Fortline Waterworks to supply pipe and brass fittings and accessories.
Item No. 16 - Piggyback NASPO Contract	Consider the piggyback contract with Bridgestone America Tire Operation, LLC to provide tires, tubes, and services.

Item No. 17 - Piggyback NASPO Contract	Consider the piggyback contract with Konica Minolta Business Solutions U.S.A., Inc. to provide copiers and managed print services.
Item No. 18 - Piggyback NASPO Contract	Consider the piggyback contract with Goodyear Tire & Rubber Company to provide tires, tubes, and services.

Council Member Pines moved to approve the consent agenda items 1 -18; Seconded by Council Member Entsuah.

Council Member Entsuah inquired if the grant amount was consistent with that of the surrounding cities. City Manager Bulthuis explained that the amount was a reimbursement for the funds the city expended and he is not aware of the amount other cities spent on programs.

Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 19 – Ordinance No. 2022-033, Clonts Property Rezoning

This item was addressed earlier in the meeting and tabled to the January 10, 2023 meeting.

NEW BUSINESS

Item No. 20 – Variance Request, 1875 Johnson Drive

Development Services Planner Kruse presented the variance request. The property owner is requesting a variance to the Land Development Code (LDC), Section 122- 105, for property located at 1875 Johnson Drive. The variance request is to allow for a rear yard setback of 12 feet instead of 25 feet as required by the Land Development Code. The property is zoned R-1-A, Single Family Low Density Residential. The property is developed with a single family home that was constructed in 1976. The property is irregularly shaped and has 2 road frontages that require larger setbacks on the lot. The front of the house faces Johnson Drive and the side of the house is towards Lakeshore Drive.

The owner is requesting a variance to allow for the construction of a new two-car garage adjacent to the home. The proposed garage will be 30 feet by 30 feet and will not be attached to the home. The existing garage in the home will be converted into a handicap accessible bedroom and bathroom for the owner's elderly parent. The proposed garage will encroach thirteen (13) feet into the 25 feet rear yard setback, in which the corner of the garage will be 12 feet from the rear property line. The garage will be constructed matching the home's architectural features and materials. The garage addition does not appear to be out of character with the surrounding properties since a majority of the homes on Johnson Drive have garages that are accessed from the front and have a minimum nine-foot side yard setback.

A letter of support for the variance request was received from the property owner at 990 Lakeshore Drive directly across the street on the corner of Johnson and Lakeshore.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on one of the five criteria. Therefore, staff recommends denial of the variance request.

The applicant, Mr. Eric Engelmann stated that the changes are so he can move his elderly mother into his home. The size of the garage is to accommodate storage space as well as for vehicles. He asked Council to consider his request.

Mayor Murry opened the public hearing.

Mr. Bisaillon, 960 Johnson Drive – In support of the request.

Mayor Murry closed public hearing.

Discussion ensued regarding support of the request. Council Member Purvis is not in support and spoke about compromise. This is an irregular shaped lot and due to that, the property has double frontage.

> <u>Council Member Entsuah moved to approve the Variance Request; Seconded by Council Member Pines. The motion passed 4-1 with Council Member Purvis opposing.</u>

Item No. 21 – Resolution No. 2022-044R

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, APPROVING THE ISSUANCE BY THE ORANGE COUNTY HEALTH FACILITIES AUTHORITY OF ITS HOSPITAL REVENUE BONDS (ORLANDO HEALTH OBLIGATED GROUP) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED [$175,000,000], WITH RESPECT TO HEALTHCARE FACILITIES IN CLERMONT, FLORIDA, IN ONE OR MORE SERIES OVER THE LONGEST PERIOD PERMITTED BY LAW, FOR THE BENEFIT OF SOUTH LAKE HOSPITAL, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Cortez Whatley, Manager, Local Government Affairs & Public Policy for Orlando Health presented the request. Mr. Whatley provided an explanation of the Resolution and that it provides for approval by the Clermont City Council for federal income tax purposes of the issuance of a tax exempt bond by the Orange County Health Facilities Authority. Since South Lake Hospital is the facility to receive the proceeds, which is located in Clermont, it is a requirement to obtain approval from the local jurisdiction prior to taking the request to Orange County Authority. Mr. Whatley stated the bonds will be special limited obligations of the Orange County Authority payable solely from the revenues generated by South Lake Hospital, Inc. Clermont will have no obligations or liability with respect to the bonds. South Lake Hospital, Inc. agreed to indemnify the City for any claims related to the funding and Clermont's bond rating and future bonding capacity will not be negatively impacted by this transaction.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

> <u>Council Member Purvis motioned to accept Resolution No. 2022-044R as presented; Seconded by Council Member Gonzalez.</u>

Council Member Entsuah inquired about including Lake County in the approval process. Mr. Whatley explained they only need approval from the local jurisdiction which is the City of Clermont since the hospital is within the city limits.

Passed unanimously 5-0 with all members present voicing aye.

Item No. 22 – Board Appointments

Mayor Murry thanked all of the applicants for applying to serve on the Planning and Zoning Board. Applicants will introduce themselves, then each Council Member will nominate one individual to serve on the Board. City Manager Bulthuis asked all applicants to come forward and introduce themselves to Council.

Dieter Grube, 3612 Briar Run Drive - lived all over the world, came to Clermont 12 years ago and decided this was where he wanted to be. Treasurer of the Historic Village and also serves on the Code Enforcement Board.

Council Member Entsuah inquired about being on multiple boards at one time. An individual on certain other boards would have to resign from their current board if they were chosen to be on the Planning and Zoning Board.

Matthew Norton, 126 Orange Avenue - native Floridian who has lived in Clermont for ten years. Current member of the Code Enforcement Board. Background in economics and regional planning.

Bryan Bain – moved to Clermont 3 years ago. Served as an elected member of Council in previous state.

Katherine Falcon, 280 Edgewood Drive – grew up in Clermont and witnessed the growth. Understands the importance of growth, there must be a balance between growth and infrastructure and services. Over 30 years' experience as a school administrator.

Ariel Guerrero, 203 Pleasant Hill Drive – moved to Clermont in 2014. Has experience with government and federal contracts. He understands the need for growth.

Mayor Murry asked Mr. Guerrero if he has Pension Board experience. Mr. Guerrero acknowledged his experience.

Domingo Fornoles, 585 Drew Avenue - resident of Clermont for 17 years and has seen a lot of growth. Architect with 25 years' experience, has done master planning for Recreations Centers, Police Stations and Fire Stations. Mr. Fornoles feels he can provide valuable insight.

Chandra L. Myers, 1040 Glenraven Lane – lived in Clermont since 2004. Volunteered with Girl Scouts, military support groups and previously chaired the Code Enforcement Board.

Vincent Niemiec, 4569 Barrister Drive – currently serves on the Planning and Zoning Board and requests reappointment. Also serves on the MPO Advisory Committee. He remarked on doing onsite visits when he receives the agenda for the meetings.

Max Krzyminski, 3497 Embers Lane – requests reappointment to the Planning and Zoning Board. Works in commercial real estate. The current board is diverse and currently serves as chairman of the board. He has not missed a meeting since being appointed.

Mayor Murry asked each Council Member to appoint an individual to one of the openings.

Council Member Purvis nominated Vincent Niemiec for the 1 year term.

Council Member Entsuah nominated Max Krzyminski for a 2 year term.

Council Member Gonzalez nominated Ariel Guerrero for a 2 year term.

Council Member Pines nominated Dieter Grube for a 2 year term.

Mayor Murry nominated Matthew Norton for 2 year term.

> Council Member Gonzalez motioned to approve the five nominated Planning and Zoning members as stated; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry encouraged the other applicants to keep their applications on file. City Manager Bulthuis thanked all the applicants and stated that there are vacancies on the Code Enforcement Board, Fire Fighters Pension Board and Police Pension Board. Staff will reach out to all applicants to see if there is interest in serving on the other boards.

The city will be updating the Comprehensive Plan and will be seeking community involvement. Holding a meeting with East Central Florida Regional Planning Council on January 17, 2023 to review the process and discuss community involvement needed.

Item No. 23 – Ordinance No. 2023-001, Transmittal Evaluation & Appraisal

> AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT PERTAINING TO THE COMPREHENSIVE PLAN FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE EVALUATION AND APPRAISAL REPORT; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Development Services Planner Kruse presented the item. Local governments are required to undergo an Evaluation and Appraisal Review (EAR) of the Comprehensive Plan every seven years pursuant to Section 163.3191, Florida Statutes.

The purpose of this evaluation is to analyze the Comprehensive Plan Goals, Objectives, and Policies to ensure compliance with changes in state law and local conditions. The analysis includes proposed amendments which are considered EAR-based amendments, and data reflecting changes in local conditions. In 2023, the City intends to begin the process of updating the entire Comprehensive Plan and Land

Development Code to include extensive public engagement. The EAR-based amendments provide a starting point for this process.

On October 25, 2021, the City notified the Department of Economic Opportunity (DEO) that they would undergo amendments to the Comprehensive Plan in order to address changes in statutory compliance, and to complete the next required evaluation and appraisal cycle. The East Central Florida Regional Planning Council (ECFRPC) was contracted to provide their expertise and resources to complete this task with City staff assistance. A review of legislative changes and local conditions resulted in proposed amendments to the Future Land Use, Housing, Transportation, and Capital Improvements Elements. The Public Facilities School Element is no longer required and will be removed, due to an interlocal agreement with the school board. The remaining elements contain no EAR-based amendments. References to Chapter 9J-5, Florida Administrative Code were removed due to its 2011 repeal. The recommended modifications have been listed in the EAR report. Staff recommends transmittal of the EAR to the Department of Economic Opportunity and other state agencies for review and comment. The Planning and Zoning Commission recommended approval, 5-0.

Michelle Morrison with the East Central Florida Regional Planning Council is present to address any questions you may have, as well.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

> <u>Council Member Purvis motioned to transmit Ordinance No. 2023-001 as presented; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.</u>

ADJOURN: With no further comments, this meeting adjourned at 8:32 pm.

APPROVED:

____
Tim Murry, Mayor

ATTEST:

____
Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 10, 2023

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, January 10, 2023 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30 pm with the following Council Members present: Council Members Gonzalez, Pines, Entsuah, and Purvis.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and Deputy City Clerk Wisniewski.

INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Police Chaplain Michael Saxe followed by the Pledge of Allegiance.

PROCLAMATION

Deputy City Clerk Wisniewski read the proclamation for Florida Arbor Day.

PUBLIC COMMENTS

Officer Park, Clermont Police Department – spoke about the Honor the Fallen 5k run on March 4, 2023.

Donna Delpino, 789 Pine Lane – expressed concern regarding the Clermont Police Department.

Matthew Jordon Delpino, 789 Pine Lane – expressed concern regarding the Clermont Police Department.

REPORTS

CITY MANAGER REPORT

City Manager Bulthuis –

- Monday, January 16 the City is closed for Martin Luther King, Jr. day.
- MLK Jr. day parade on January 16 at 10:00 am at McKinney Park.

CITY ATTORNEY REPORT

City Attorney Mantzaris – no report

CITY COUNCIL REPORT

Council Member Gonzalez –

- Attended the Police Department swearing in.
- Attended a webinar with Florida League of Cities.

Council Member Purvis –

- Attended the TDC meeting.

Council Member Entsuah –

- Brought up the idea to have training for the public for training on CPR and AED use. Workshop for citizens who want to know more about life saving techniques.

Fire Chief Ezell stated that we do offer this to the public. Chief Ezell can get with the County and other cities to obtain cooperation to possibly get an initiative started.

Council Member Pines – January 19 will be the Clermont Main Street, State of Main Street address at the Clermont City Center from 6-8 pm.

Mayor Murry –

- MLK Jr. day parade and event on January 16.
- Attended the Police Department swearing in.
- Mayors lunch will be at Suncreek brewery the 1st Tuesday of February.
- Asked for an update on Mason Ridge.

City Manager Bulthuis responded that the City can approve a project but cannot force a developer to move forward.

- Streetscape is starting again downtown.

CONSENT AGENDA

Mayor Murry advised the next item on the Agenda for consideration was the Consent Agenda and requested anyone wishing to have any item pulled for discussion to please come forward at this time.

Item No. 1 - Plat Approval	Consider approval of the Waterbrooke Phase 6-A plat consisting of 119 lots.
Item No. 2 - Resolution No. 2023-001R	Consider approval of FY 2023 Budget Amendment to the General Fund, Cemetery Fund, Police Impact Fund, Stormwater Fund, and CRA Fund
Item No. 3 - Resolution No. 2023-002R	Consider the subordination of the city interests within an existing utility easement for construction of improvements to State Road 50 by F.D.O.T.
Item No. 4 - Resolution No. 2023-004R *Support Lake County Transportation Impact Fees*	Consider requesting the Lake County Board of County Commissioners to adopt new transportation impact fees in the South Lake County Transportation Boundary Area
Item No. 5 - Interlocal Agreement	Consider an agreement between the City of Minneola and the City of Clermont for provision of wastewater services for properties in the Minneola Business Park off HWY 27.
Item No. 6 - Annexation Agreement *Development Previously approved by Lake County*	Consider Annexation Agreement for Johns Lake Landing Mixed Use Development.

Item No. 7 - Utility Service Agreement *Mardoche Dorsonne*	Consider sewer service in the amount of 11,700 gallons per day for a 92 bed assisted living facility on property 2,000 ft. south of US 27 and Hartwood Marsh Road intersection.
Item No. 8 - Utility Service Agreement *Hampton Manor*	Consider sewer service in the amount of 11,700 gallons per day for a 92 bed assisted living facility on property 2,000 ft. south of US 27 and Hartwood Marsh Road intersection.
Item No. 9 - Contract Amendment	Consider amendments to annual term contracts that have exceeded or may exceed $50,000 on an annual basis.
Item No. 10 - Piggyback Purchase and Budget Amendment	Consider purchasing one refuge side-loader and one clam truck in the total amount of $577,206 from the Florida Sheriff's Association contract number FSA22-VEH20.0 and a budget amendment in the amount of $93,000.
Item No. 11 - Bid Award and Budget Amendments *Mowing Services*	Consider the award and approval of a term contract with AB5 Enterprises to provide mowing services in the annual budgeted amount of $81,055 along with corresponding budget amendments to the Stormwater and General Fund.
Item No. 12 - Surplus Request	Approval of surplus from Information Technology Department and dispose of in accordance with the Purchasing Policy.
Item No. 13 - Single/Sole Source Purchase	Consider approval of a single/sole source purchase from Stryker Medical to acquire LifePak AEDs and equipment in the total budgeted amount of $56,184.84.

Council member Purvis moved to approve the consent agenda items 1 -13 as presented; Seconded by Council member Pines. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 14 – Ordinance No. 2022-033, Clonts Property Rezoning

> AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF CLERMONT REFERRED TO IN CHAPTER 122 OF ORDINANCE NO. 289-C, CODE OF ORDINANCES; REZONING THE REAL PROPERTIES DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, RECORDING, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Development Services Planner Kruse presented the item. This application was tabled from the August City Council meeting to allow refinement and further study of the traffic impact on the Wellness Way Area Road Network. The updated traffic study was received in October and time was necessary for the City's Traffic Consultant's review, with comments going back and forth between the applicant and the consultant. The additional time was needed for completion and review of the revised traffic study that was fully submitted on December 9. In addition, the proportionate share mitigation agreement with the Lake County School Board was provided to the City as well. As part of this approval process, the Council will also consider approving the Lake County School Board proportionate share mitigation agreement since the City is a party to this agreement.

The applicant is requesting a rezoning to a Planned Unit Development (PUD) to construct a multi-family development consisting of 330 units. The site is approximately 27.5 acres and is located just east of US 27 and directly north of the Olympus Sports and Entertainment development. In October of 2019, the property owner obtained a Developers Agreement from the city that entitled the parent parcel to 12 units per acre and up to 152,000 square feet of commercial and retail use. The current applicant is only requesting to develop the eastern half of the development. The owner of the western half of the property will not be developing their portion until a later date. The property is currently zoned Urban Transition with a Future Land Use of Multi-Use west in the Wellness Way area.

The applicant has provided an updated PUD site plan. The plan was revised to show the public area along the northwest portion of the project and shifted buildings up to the front to build zone, a requirement of the Wellness Way guidelines. The applicant is proposing 330 apartment units along with amenities consisting of a community pool, activity lawn, and promenade. As part of the design, the applicant is requesting relief from the city's grading code. For residential properties, the current code allows for a maximum cut or fill of 10 feet. In this case, because of the significant topography, the applicant is requesting up to a 35 foot cut over 17% of the site, in which most of it is in the proposed stormwater pond at the north end of the site. A small portion, outside of the pond and is expected to have up to 18 feet of cut. The fill area is expected to be up to 12 feet of fill over 0.5 % of the site. Another waiver request by the applicant is to allow retaining walls with a maximum height of 8 feet. Per city code, retaining walls shall have a maximum height of 6 feet.

The proposed PUD is consistent with the Multi-Use Future Land Use category and Section 2.1.3 of the Wellness Way guidelines. The PUD ordinance has several specific conditions that the applicant will need to satisfy in order to continue to move forward on the development of the site, if approved by City Council. These conditions include the extension of utility lines to the site in a timely manner and mitigation strategies for payment for their proportionate fair share for transportation improvements. The applicant will be required to complete a Proportionate Share Transportation Impact Fee Credit Agreement with Lake County for their share of road improvements in the vicinity, consistent with the Wellness Way policies. The applicant will also be entering into a proportionate share mitigation agreement for school concurrency with the Lake County School Board, which is supplied in the packet for review and the City is a party thereof.

Staff has reviewed the application and proposed project in regards to Section 122-315 Review Criteria for a Planned Unit Development and Section 122-295 Wellness Way Community Design Guidelines and Standards. The project is adjacent to a major arterial, US 27, and a new road, Wellness Way. Public utilities will be brought to the site by the developer and the City does have capacity to serve the project. The proposed project is not in conflict with the City's Comprehensive Plan or Land Development Code. Staff recommends approval.

Josh Evanson with Poulos and Bennett presented on behalf of the developer. The presentation highlighted the site layout, including the buildings and units, roads, landscaping and stated that the development team was in attendance if there were any questions.

Mayor Murry opened the public hearing. There were no comments. Mayor Murry closed the public hearing.

Discussion ensued regarding elevators, there are elevators in the five story buildings. The retention pond is a dry pond. Talk was had about the topography and needing 8 foot retaining walls as well as the road system.

City Manager Bulthuis explained where this property is located and the road systems within Wellness Way.

> Council Member Purvis moved to approve Ordinance No. 2022-033; Seconded by Council Member Gonzalez. The motion passed by roll call vote 5-0.

NEW BUSINESS

Item No. 15 – Variance Request, 982 Nathan Ridge Road

Development Services Director Henschel presented the item. The applicant is requesting one variance for a rear yard setback to allow for the expansion of an existing covered lanai. The request is to expand the existing lanai with a 19' x 12' solid insulated roof screen porch expansion. The property is located in the Highland Ranch Canyons, with a Planned Unit Development (PUD) zoning designation. The PUD requires a minimum of a 20 foot rear yard setback for the primary single family structure. The Land Development Code requires accessory buildings constructed with a solid roof shall be considered a structure and will be required to meet the same setbacks as the primary residence.

The existing single-family home is located 25 feet from the rear property line and the proposed 19' x 12' patio expansion will be located 13 feet from the rear property line. The screen porch addition will encroach 8 feet into the required rear yard setback. The proposed screen porch expansion will increase the impervious surface area ratio, but will not exceed the maximum 75 percent total lot coverage allowed for the development. The applicant indicates the screen porch addition will allow an outside patio area that is covered and provides protection from the weather and environmental elements.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five review criteria. Therefore, staff recommends denial of the variance request.

The applicants, Rebecca and Glen Thomas stated that they would like to expand the patio for a Jacuzzi. Ms. Thomas cannot be out in direct sun so they want a roof to enjoy the yard. The Thomas' presented letters from their HOA approving the patio and neighbors in support of their request.

Mayor Murry opened the public hearing.

Vincent Niemic, Regency Hills- questioned if the added roof would be to the structure or the lanai.

Mayor Murry closed the public hearing.

Council inquired what parts if any were original to the house and what parts have been added. Development Services Director Henschel explained that per code they can have a lanai or pergola without any restrictions on setbacks, putting a solid roof on the structure now requires the structure to be within the 25 foot setback. Discussion ensued on what would be allowed in that area without a variance. Are there any other homes in the within 5 to 10 houses that have a similar setup. Looking at the aerial photo staff had of the neighborhood, Mr. Henschel stated he did not see any other structures similar to what the applicant was requesting.

City Attorney Mantzaris stated the addresses of the neighbors who have submitted letters with no objection to the variance.

> Council Member Entsuah moved to approve the Variance Request; Seconded by Council Member Pines. The motion failed 2-3 with Council Member Gonzalez, Council Member Purvis and Mayor Murry opposing.

Item No. 16 – Variance Request, 200 Division Street

Development Services Planner Kruse presented the item. The applicant is requesting a variance to allow a rear yard setback to be less than the minimum 25 feet required for the R-3 Residential/Professional zoning district. The subject property is located at 200 Division Street within the Cherry Knoll Townhomes Development.

The requested variance is to allow an existing 10' x 17' solid roof screen porch to encroach into the rear yard setback as constructed. The existing screen porch was constructed without a permit and the property owner is requesting a variance to allow the structure to remain as constructed.

The requested variance would allow the owner the ability to keep the structure as built and apply for an after-the-fact building permit to bring the property into code compliance, this is a code compliance case. The solid roof patio would encroach 10 feet into the rear yard setback and would be approximately 14 feet from the rear property line. The screen porch addition is not out of character with other similar structures in the surrounding neighborhoods and would allow reasonable use of the property. The Land Development code requires any solid roof structures must comply with the setbacks of the primary structure. The screen porch as constructed is located on a corner lot, which could minimize the impact on the adjacent property owners.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five review criteria. Therefore, staff recommends denial of the variance request.

Kim Rynearson with Blue Skye Screening stated that her company is the contractor who built the screen room. A permit was applied for and granted by the City and was later found that the screen room was drawn in the incorrect place on the permit application. Asking to be able to leave the screen room as is and have the permit adjusted to show the correct location of the screen room.

Mayor Murry opened the public hearing.

Kathy Harris, property owner – The inspector came out twice to look at the footings and said nothing about the screen room being in the wrong location. Ms. Harris has letters from neighbors and the HOA in support.

Mayor Murry closed the public hearing.

Council inquired how the contractor was not aware that they were building in the wrong location. Francisco Pena from Blue Skye explained the mistake when applying for the permit and how the wrong location was permitted.

Council discussed the point of realization that the screen room was in the wrong location and how far it encroaches into the setback. They discussed the original patio that was already there and the steps that need to be taken if Council approves the variance request.

City Attorney Mantzaris reminded Council that one of the key components to a variance is whether the need for the variance results from the action of the applicant/homeowner. In this case the homeowner did what they were supposed to do and hired a contractor who pulled a permit. This shows that this is not a case of inaction of the homeowner.

> <u>Council member Purvis moved to approve the variance request; Seconded by Council member Pines. Passed unanimously 5-0 with all members present voicing aye.</u>

Item No. 17 – Variance Request, 1672 Turnstone Way

Development Services Director Henschel presented the item. The applicant is requesting a variance to allow for a reduced rear yard setback, instead of the minimum 25 feet required by code. The subject property is located at 1672 Turnstone Way, which is part of the Lost Lake Subdivision.

The property zoning is Planned Unit Development (PUD) and the Future Land Use is Master Planned Development.

The requested variance is to allow an existing solid roof pergola patio structure to encroach into the rear yard setback as existing and constructed. The code requires any solid roof structures must comply with the setbacks of the primary residence. The open roof pergola was constructed with a permit and placed 7 ½ feet from the rear property line, which is allowable by the land development regulations. The applicant later installed a solid roof, which changed the setback requirements. The current layout of the patio structure abuts an existing opaque hedge/shrub screen to help minimize any impact on the adjacent property owners. The owner indicates that because the unroofed pergola structure was already approved with a permit and they were not aware the solid roof installation would change the permit requirements, and now requires a variance to allow the pergola to remain as constructed. The applicant also indicates that because the solid roof pergola structure has already been built at a significant cost to the homeowner, the removal of the existing structure will provide an undue and excessive hardship to the property owner.

The applicant has provided several letters of support and no objections from the surrounding property owners. In addition, the HOA had previously approved the open roof pergola, but the addition of the solid roof structure will require a permit from the City before ARB approval.

Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on all of the five review criteria. Therefore, staff recommends denial of the variance request.

Property owner Karen Hodge stated that she made a mistake. A permit was pulled for the pergola and she was not aware that she had to pull another permit in order to add the panels to cover the roof. The roof panels cost $9,000 and she would appreciate for Council to allow them to stay.

Sherry Cook, 1672 Turnstone Way, added that they have letters from neighbors who support the request.

Mayor Murry opened public hearing.

Vincent Niemic, Regency Hills – inquired if the roof structure was approved by the applicants HOA.

Mayor Murry closed the public hearing.

Council discussed the company who installed the panels without inquiring if a permit was needed. The structure is set all the way at the back of the property.

Council Member Entsuah asked if the panels are the only reason that this structure is out of compliance and was told it was.

City Attorney Mantzaris explained that the City code defines a building as solid roof structure and that is what triggers the need for a variance when they don't meet the setback requirements.

Council member Purvis moved to deny the variance request; Seconded by Council member Pines. Passed 4-1 with Council Member Entsuah opposing.

Item No. 18 – Board Appointments

City Manager Bulthuis stated that the Police Pension Board and the Fire Pension Board each have one opening. There are two applicants for each board and either of them are fine to serve on whichever board they are appointed.

Mr. Bulthuis asked if the applicants were in attendance and to come up and introduce themselves.

Katherine Falcon, 280 Edgewood Drive – Loves Clermont and will help in any way the City needs her.

Council Member Purvis motioned to approve Kathleen Falcon to the Fire Pension Board and John Baker to the Police Pension Board; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis stated that the Code Enforcement Board has three vacancies with two of those being resignations. The vacancies each have different term limits, April 2023, April 2024 and April 2025. Staff recommends that whoever is appointed to the term that expires April 18, 2023 fulfill the three month term and turn it to the full 3 year term expiring in 2026.

Mr. Bulthuis asked if the applicants were in attendance and to come up and introduce themselves.

Chandra Myers, 1040 Glenraven Lane – previously served as Chairperson for the Code Enforcement Board.

Bryan Bain, 3578 Wind River Run – moved to Clermont 3 years ago. Served as an elected member of Council in a previous state.

Kathrine Falcon, 280 Edgewood Drive – would like to rescind her application for the Code Enforcement Board.

Council Member Purvis nominated Chandra Myers to the term expiring April 2026.

Council Member Pines nominated Bryan Bain to the term expiring April 2025 and Domingo (Sonny) Fornoles, JR. to the term expiring April 2024.

Council Member Purvis motioned to approve Chandra Myers to the term expiring April, 2026, Bryan Bain to the term expiring April, 2025 and Domingo (Sonny) Fornoles, Jr. to the term expiring April, 2024; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Council reviewed the appointments for the outside boards. All appointments stayed the same with the exception of the below appointments.

Michael Gonzalez to the Lake County League of Cities.

Jon Sousan to the Lake County Arts and Cultural Alliance Board.

Council Member Entsuah appointed as alternate for the Metropolitan Planning Organization Governing Board.

Item No. 19 – Ordinance No. 2023-002, MSTU Introduction

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Entsuah moved to introduce Ordinance No. 2023-002; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Item No. 20 – Ordinance No. 2023-003, Firefighter Pension Plan Revisions Introduction

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF 1 CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF 2 CLERMONT FIREFIGHTERS' PENSION TRUST FUND, AS ADOPTED 3 BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; 4 PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Entsuah moved to introduce Ordinance No. 2023-003; Seconded by Council Member Pines. Passed unanimously 5-0 with all members present voicing aye.

Item No. 21 – Ordinance No. 2023-004, Police Officers Pension Plan Revisions Introduction

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' RETIREMENT PLAN, AMENDING CHAPTER 46; PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

Deputy City Clerk Wisniewski read the title aloud.

Council Member Entsuah moved to introduce Ordinance No. 2023-004; Seconded by Council Member Purvis. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry shared with the public that Clermont resident Frank Klum is turning 100 years old and the VFW will be having a luncheon to honor him.

ADJOURN: With no further comments, this meeting adjourned at 8:36 pm.

APPROVED:

____
Tim Murry, Mayor

ATTEST:

____
Tracy Ackroyd Howe, MMC
City Clerk

City of Clermont
MINUTES
CITY COUNCIL WORKSHOP
January 17, 2023

CALL TO ORDER

The City Council met in a workshop session on Tuesday, January 17, 2023 in the Clermont City Council Chambers. The workshop was called to order at 6:31 pm with the following Council Members present: Mayor Murry, Council Members Pines, Entsuah, Gonzalez, and Purvis.

Planning and Zoning Commission Members present were Jane McAllister, Vincent Niemiec, Dieter Grube, and Matthew Norton.

Other City officials present were City Manager Bulthuis, City Attorney Mantzaris, and Deputy City Clerk Wisniewski.

OPENING COMMENTS

Development Services Director Henschel stated that in March of 2022, the city worked with the East Central Florida Regional Planning Council (ECFRPC) on the Evaluation Appraisal Report, which will be presented to Council in February for final acceptance. City staff has asked the ECFRPC to assist in reviewing the city's Comprehensive Plan. Mr. Henschel provided an explanation of a Comprehensive Plan and stated the process should take about 18 months to complete.

Mr. Henschel introduced Brenda Defoe-Surprenant and Michelle Morrison from the East Central Florida Regional Planning Council (ECFRPC).

AGENDA ITEM

Review of Comprehensive Plan Process

Brenda Defoe-Surprenant, Director of Planning, gave a presentation on the general framework of the Comprehensive Plan rewrite and outreach.

The Comprehensive Plan is required by state statute and is meant to review the City's needs today and assess needs for the future. Ms. Defoe-Surprenant reviewed the required elements within a Comprehensive Plan and how those filter into goals and policies and ultimately into the City's Land Use Code.

The process can be divided into three tasks which consists of: community engagement, comprehensive plan recommendation report and comprehensive plan redevelopment /update. Reviewed all three tasks to include the steps that could be taken to complete each task.

ECFRPC is currently working on a Joint Planning Area (JPA) project with Lake County regarding conservation strategy. The project is piloting through Groveland to design the framework and will then roll out to other municipalities in Lake County and beyond.

Ms. Defoe-Suprenant reviewed a general timeline of a Comprehensive Plan review.

City Attorney Mantzaris explained that when reviewing any land use decisions, it is important to be consistent with the comprehensive plan. When creating or revising a comprehensive plan, review the future of the city. The comprehensive plan allows the flexibility or restrictions on future land use decisions.

Discussion ensued between City Council, Planning and Zoning Board members and staff regarding property rights, density and intensity of land for future building. They discussed working with Lake County on having developers annex into the city before building in Lake County, if they are within a certain radius of the city limits.

The plan is to present this to Council in February to obtain direction on moving forward, consideration of community engagement, and scope of work to prepare a contract with ECFRPC for the review process.

CLOSING COMMENTS

City Manager Bulthuis explained this presentation was introductory to the Comprehensive Review process so that City Council and Planning & Zoning Board members are fully informed.

ADJOURN: With no further comments, this workshop adjourned at 7:40 pm.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Resolution No. 2023-006R	
Requested Action	
Request Approval of Resolution No. 2023-006R	
Staff Report	

As the Council is aware, the city is in need of expanding the Wastewater Treatment Plant. Staff have been working with the city's consulting engineers on plans for the expansion. Staff will be holding a workshop with the City Council on Tuesday February 21st to go over the project scope and costs.

City staff anticipate that the city will need a bond/loan to help pay for a portion of the project. This resolution before the council does NOT approve the bonds. However, as the city has expenses planning for the project, by approving the resolution the city can charge the costs of the project to the bond before the bonds are issued. The title of the resolution states it all:
EXPRESSING THE CITY'S INTENTION TO BE REIMBURSED FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS FOR CERTAIN CAPITAL EXPENDITURES TO BE PAID BY THE CITY PRIOR TO THE ISSUANCE OF SUCH TAX-EXEMPT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

Again, at the Feb. 21 workshop, staff will be reviewing the details of the project. The Council will be given directions on how to proceed after that. This resolution sets the city up for the project.

Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	**Fund Number and Description**	**Available Budget Amount**

Exhibits Attached (copies of original agreements)		
1.	2023-006R - Reimbursement- Wastewater 2023 (02.06.2023) FINAL	2023-006R - Reimbursement- Wastewater 2023 (02.06.2023) FINAL.pdf

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, EXPRESSING THE CITY'S INTENTION TO BE REIMBURSED FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS FOR CERTAIN CAPITAL EXPENDITURES TO BE PAID BY THE CITY PRIOR TO THE ISSUANCE OF SUCH TAX-EXEMPT OBLIGATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Clermont, Florida (the "City"), expects to incur capital expenditures aggregating approximately $50,000,000 for the project described in Exhibit A hereto ("Project"); and

WHEREAS, funds for the Project will be provided on an interim basis from existing cash resources or temporary borrowings by the City (the "Temporary Advances"); and

WHEREAS, pursuant to the budgetary and financial policies and practices of the City, the Temporary Advances are not available to fund the Project on a long-term basis; and

WHEREAS, it is reasonably expected that the Project will be financed on a long-term basis with the proceeds of tax-exempt obligations (the "Tax-Exempt Obligations") to be issued by the City under applicable laws of the State of Florida; and

WHEREAS, except for any architectural, engineering and similar preliminary expenditures, this Resolution is being adopted prior to or within 60 days after the date of the payment of the capital expenditure to be reimbursed;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Clermont, Lake County, Florida**:**

SECTION 1. OFFICAL INTENT

The City hereby declares official intent for the purposes of Section 1.150-2 of the Treasury Regulations, as follows: it is reasonably expected that (a) Temporary Advances for the Project will be reimbursed, in whole or in part, from the proceeds of the Tax-Exempt Obligations; (b) the principal amount of the Tax-Exempt Obligations will not exceed $30,000,000 for the Project (which amount includes the capital expenditures described in Exhibit A, plus an allowance for financing costs, reserve funds and original issue discount); (c) such reimbursement from the proceeds of the Tax-Exempt Obligations for the Project shall occur within 18 months following the later of (i) the date the capital expenditure to be reimbursed was paid, or (ii) the date on which the Project is placed in service, but not later than three years after the date of such capital expenditure for the Project; and (d) the authorization and terms of the Tax-Exempt Obligations shall be subject and pursuant to subsequent action and approval by the City Council.

SECTION 2. EFFECTIVE DATE

This Resolution shall take effect immediately upon its adoption.

DONE AND RESOLVED by the Mayor of the City Council of the City of Clermont, Lake County, Florida, this 14th day of February 2023.

CITY OF CLERMONT

____
Tim Murry, Mayor

ATTEST:

____
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to Form and Legality:

____

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
RESOLUTION NO. 2023-006R

EXHIBIT A

DESCRIPTION OF PROJECT
(Wastewater Plant Expansion Project)

The design, acquisition, construction, installation and equipping of the expansion of, and improvements to, the wastewater treatment plant currently located at 335 Hancock Road and owned and operated by the City (the "Project"). The scope of work of the Project includes, but is not limited to: (i) construction of a new headworks structure that is a common wall with a flow equalization structure; (ii) construction of a new biological nutrient removal reactor with anoxic and aerobic compartments, mixing equipment, aeration equipment, an internal recycle channel with a control gate, baffles, effluent weir and appurtenant piping, electrical, and control facilities; (iii) construction of one 85-foot diameter clarifier with a spiral blade sludge collector, Stamford baffle, scum collection and pumping system, effluent baffles and weirs, sludge pumping system, and related piping, flow measurement, electrical, and control components; (iv) replacement of one effluent transfer pump and related piping, valves, electrical equipment, and controls; (v) construction of a new dual-chambered aerated sludge holding tank with coarse bubble diffused aeration systems, blowers, decanting facilities, sludge feed pumps, and related piping, valves, electrical equipment, and controls.
Replacement of existing RAS/WAS pumps; (vi) waste activated sludge flow metering and piping modifications; (vii) installation of one additional reclaimed water pump and related piping, valves, electrical equipment, and controls; (viii) paving, grading, drainage, and stormwater management improvements along with structural, electrical, and instrumentation and control modifications and improvements; and (ix) related improvements.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	

Agenda Item Name	
Task Order Approval and Budget Amendment	

Requested Action	
Requesting approval of Task Order for Phase II Environmental Study for the property located on Max Hooks Rd. with Halff Associates, Inc. to provide engineering services in the amount of $62,101 and a corresponding Budget Amendment to the General Fund.	

Staff Report	
This Task Order includes engineering services for Phase II Environmental Study for the property located on Max Hooks Rd. The services include soil and groundwater sampling activities as well as contract management services. See Task Order for additional information. Lake County has agreed to reimburse the City of Clermont for half the cost of these services through an Interlocal Agreement. The On-Call Professional Civil Engineer Services, contract No. 2020-92, was approved by the City Council on December 8, 2020.	

Additional Analysis	

Fiscal Impact Summary	
The funding for this will be incorporated into a future budget amendment for the General Fund which will include an update to revenues and expenditures in the amount of $62,101. Department Account Code: 10519-53100	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Halff Submittal Letter & Proposal 1-17-23	Halff Submittal Letter & Proposal 1-17-23.pdf
2. P5032 Alt Key 1438373, Clermont, Lake Cnty, Site Asmt REV Phase 2 Proposal 1-13-23	P5032 Alt Key 1438373, Clermont, Lake Cnty, Site Asmt REV Phase 2 Proposal 1-13-23.pdf

VIA EMAIL sdavidoff@clermontfl.org

January 17, 2023

Scott Davidoff, CPRP
Deputy City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RE: AGREEMENT/PROPOSAL FOR +/- 45.1 ACRE UNDEVELOPED PROPERTY, CLERMONT, FLORIDA, LAKE COUNTY, ALTERNATE KEY #1438373 (HALFF AVO 043826.294)

Dear Mr. Davidoff:

Please find enclosed our proposal for services necessary to complete the above referenced project as requested. Please be sure to sign, date, and complete the Client Information Form for billing purposes and return to our office.

We look forward to working with you on this project. Should you have any questions with regards to this matter, please feel free to contact our office at 352-343-8481.

Sincerely,

HALFF

Duane K. Booth, P.E.
Operations Manager, VP
dbooth@halff.com

DKB:am

Enclosures

VIA EMAIL sdavidoff@clermontfl.org

January 17, 2023

Scott Davidoff, CPRP
Deputy City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RE: AGREEMENT/PROPOSAL FOR +/- 45.1 ACRE UNDEVELOPED PROPERTY, CLERMONT, FLORIDA, LAKE COUNTY, ALTERNATE KEY #1438373 (HALFF AVO 043826.294)

Dear Mr. Davidoff:

Scope of Services – Halff Associates, Inc.

Introduction

Halff Associates, Inc. is pleased to present this Scope of Services to the City of Clermont for services related to the above project. Services will include the following Phases.

PHASE 100 CONDUCT SOIL AND GROUNDWATER SAMPLING ACTIVITIES

See attached proposal prepared by Andreyev Engineering, Inc., dated January 13, 2023, for full scope of services.

FEE: $60,601.00

PHASE 200 CONTRACT MANAGEMENT (HALFF)

Halff is contracting with Andreyev Engineering, Inc., for the requested services to assist the City of Clermont with soil and groundwater sampling activities and will be performing contract management services.

FEE: $1,500.00

Standard Hourly Rate Schedule

<u>Engineers</u>	
Principal/Officer – Professional Engineer	$250.00
Senior Professional Engineer	$220.00
Professional Engineer	$175.00
Project Manager	$130.00
Engineer Intern	$100.00
<u>Technicians</u>	
Senior Technician	$125.00
Design Technician	$85.00
<u>GIS</u>	
Principal Officer – Senior Spatial Analyst	$165.00
Senior Spatial Analyst	$135.00
Spatial Analyst	$100.00
GIS Specialist	$60.00
<u>Landscape Architects</u>	
Principal/Officer – Professional Landscape Architect	$200.00
Senior Professional Landscape Architect	$150.00
Project Manager Landscape Architect	$130.00
Professional Landscape Architect	$110.00
Senior Landscape Designer	$110.00
Landscape Designer	$80.00
<u>Planners</u>	
Principal/Officer – Land Planner	$225.00
Senior Planner	$150.00
Professional Planner	$110.00
Project Planner	$85.00
<u>Environmental Scientists</u>	
Senior Environmental Scientist	$200.00
<u>Inspection and Plans Review</u>	
Licensed Plans Examiner, Residential and/or Commercial	$85.00
Inspection Services Residential and/or Commercial	$85.00
<u>Survey</u>	
Survey Department Manager – P.S.M.	$175.00
Professional Surveyor – P.S.M.	$150.00
2 Man Field Crew	$135.00
3 Man Field Crew	$160.00
4 Man Field Crew	$190.00
Senior Survey Technician	$105.00
Survey Technician	$85.00
<u>Administration</u>	
Administrative Assistant	$75.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps/GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Travel (lodging, rental car, per diem)
Miscellaneous Services	

CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: ____

COMPANY NAME: ____

BILLING ADDRESS: ____

____

PHONE: ____

FAX: ____

E-MAIL: ____

BILLING CONTACT NAME & TITLE: ____

BILLING CONTACT EMAIL: ____

BILLING CONTACT PHONE: ____

CLIENT REPRESENTATIVE: ____

IS CLIENT THE OWNER OF THE SUBJECT

PROPERTY? YES:_________NO: __________

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? ____

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: ____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: ____

DATE: ____

Andreyev Engineering, Inc.

ST. PETERSBURG OFFICE
3740 54th Avenue North
St. Petersburg, Florida 33714
727-527-5735

▼ Groundwater ▼ Environmental ▼ Geotechnical ▼ Construction Materials Testing

August 12, 2022
Revised January 13, 2023
AEI Proposal No.: P5032.Pro

TO CLIENT: **Halff Associates, Inc.**
902 North Sinclair Avenue
Tavares, Florida 32778

Attention: Mr. Duane Booth, P.E.

SUBJECT: Proposal to Conduct Soil and Groundwater Sampling
±45.1 Acre Vacant Undeveloped Property, Lake County Alt Key 1438373
Max Hooks Road, Clermont, Lake County, Florida

Dear Mr. Booth:

In accordance with your request, Andreyev Engineering, Inc. (AEI) is providing this letter which outlines our scope of services and costs to conduct Soil and Groundwater Sampling activities for the above referenced site. Based on the preliminary results of the July 15, 2022, Phase I ESA prepared by AEI, one Recognized Environmental Condition (REC) was identified for the subject property, as listed below:

REC #1 The subject site was historically utilized as a landfill and dumpsite for the City of Clermont's municipality waste service for an unknown period between 1958 to 1983. Unknown types and quantities of waste have been buried at the site in pits, many of which were reported to contain standing water. There is a potential for contamination to the soil and groundwater at the site due to the landfilling activities.

Additionally, during the Phase 1 ESA review process soil and groundwater contamination was previously identified and documented in a Phase II Site Inspection Report by the US Environmental Protection Agency dated March 1993. This document was included in Appendix F of the Phase I ESA report prepared by AEI however, it does not appear that a full site assessment was performed at the time.

The primary purpose of this assessment will be to determine if the contamination previously documented at the subject site is still present and in what state contaminates of concern are present at and by extension of the sampling activities estimate the existing debris field.

The scope of services that we will provide for this assessment will include the following activities:

1. Conduct ten (10) auger borings across the subject site. During the advancement of the soil borings, soil samples will be collected for field screenings on 1-foot intervals using a calibrated organic vapor analyzer (OVA). Collected soil samples will also be visually inspected for chemical/petroleum staining. Ten (10) soil samples will be collected from the subject site for laboratory analysis of petroleum products using EPA Methods 8260 (Full List), 8270 (PAHs), Total Petroleum Hydrocarbons (TPH) using the FL-Pro method, Metals; RCRA 8 and Aluminum, Cadmium, Copper, Iron, Manganese, Nickel, Potassium, Sodium, and Zinc, Cyanide, PCBs, Nitrates and Nitrites, Chlorophenoxy Acid Herbicides, and Organochlorine and Organophosphorus Pesticides.

2. Install ten (10) temporary groundwater monitoring wells to estimated depths of 20 feet. The reported depth to groundwater at the subject site is estimated to be 3 to 8 feet however based on the site topography could vary significantly. The wells will be installed at the locations of the soil borings described above. Collect groundwater samples from each of the temporary monitoring wells for laboratory analysis of petroleum products using EPA Methods 8260 (Full), 8270 (PAHs), TPHs using the FL-Pro method, Metals; RCRA 8 and Aluminum, Cadmium, Copper, Iron, Manganese, Nickel, Potassium, Sodium, and Zinc, Cyanide, PCBs, Ethylene Dibromide (EDB) and Dibromo Chloropropane (DBCP) Nitrates and Nitrites, Chlorophenoxy Acid Herbicides, and Organochlorine and Organophosphorus Pesticides.

3. Abandonment of the temporary monitoring wells may be completed after groundwater sampling results are obtained. Abandonment will involve removal of PVC monitoring well material and plugging the boreholes with bentonite and drill cuttings.

4. Prepare a report summarizing our assessment work and the analytical results. Included in our report will be evaluations and conclusions regarding the environmental condition of the subject site.

Cost and Authorization

The cost to perform the above services for this Phase II ESA and provide a formal report to you is **$60,601.00**. An itemized breakdown of the scope and cost is included on **Attachment A**. This is a not-to-exceed cost. Should extensive unforeseen conditions be encountered which would require additional evaluation, you will be contacted for authorization prior to proceeding.

Time wise, it appears that drilling can commence in mid to late October 2022. We will complete the field work and provide you with a final report within 4 to 6 weeks of your authorization and start of drilling. To authorize AEI to proceed with this project, please execute and return to us a signed copy of this proposal. Please note that the Conditions of Acceptance above the signature block are part of this contract and are controlling unless expressly waived prior to commencement of work.

Sincerely,
ANDREYEV ENGINEERING, INC.

Shawn E. Carswell, P.G.
Senior Project Geologist

Attachments: Attachment A - Estimated Scope of Work and Cost

Conditions of Acceptance: The above proposal is acceptable. The proposal constitutes a binding contract between AEI and the Client. It is agreed by the Client and AEI that there are no additional terms, conditions, or agreements with respect to the project, other than the items referenced in this proposal and identified here in these Conditions of Acceptance. Payment shall be due within 30 days after the date of each invoice. For past due invoices, interest shall accrue at 18% per annum (or the highest rate allowable by law). All attorneys' fees and expenses associated with AEI's collection of past due invoices shall be paid by Client. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Orlando, Orange County, Florida. Whether this proposal is executed or not, the ordering of, acceptance of, or reliance on services performed by AEI constitutes acceptance of these Conditions of Acceptance.

ACCEPTED BY: Name: ____________________ Signature: ___________________

TITLE: ____________________________________ DATE: ____________________

BILLING ADDRESS: ____

PHONE: ____________________ CELL: ________________ FAX: ______________

EMAIL ADDRESS: ____

ATTACHMENT A
ESTIMATED SCOPE OF WORK AND COST
CONDUCT SOIL AND GROUNDWATER SAMPLING

±45.1 Acre Vacant Undeveloped Property,
Lake County Alt Key 143837, Max Hooks Road,
Clermont, Lake County, Florida

FIELD INVESTIGATION

1. Mobilization of Drilling Equipment (DPT Rig Daily Rate)*
   5 Days @ $2,567.50/Day $12,837.50
2. Mobilization of Equipment and Crew $1,235.00
3. Per Diem for Drilling Crew*
   5 Days @ $585.00/Day $2,925.00
4. Decontamination of Drilling Equipment
   NA Hours @ $200.00/Hour .... Included
5. Installation of Temporary Groundwater Monitoring Wells to 20 feet**
   200 Lineal Feet @ $26.00/LF $5,200.00
6. Environmental Technician (Oversee Well Installation, Well Development, Groundwater Sampling, Lab Delivery)*. OSHA HAZWOPER Certified
   5 Days @ $750.00/Day $3,060.00
7. Sampling Supplies (Lump Sum) $1,000.00
8. Land Clearing, 2 Man Crew
   2 Days @ $1,430.00/Hour $2,860.00
9. Heavy Duty Land Clearing, Equipment
   1 @ $3,217.50 (Lump Sum) $3,217.50
10. Landfill Gas Monitoring Equipment*
   5 Days @ $300.00/Day $1,500.00

LABORATORY TESTING AND ANALYSES

1. Analytical Soil Samples for EPA Method 8260 (Full), 8270 (PAHs), FL-Pro, Metals, Cyanide, PCBs, Nitrates/Nitrites, Chlorophenoxy Acid Herbicides, and Organochlorine and Organophosphorus pesticides.
   10 Samples @ $1,033.50/Ea. $10,335.00
2. Analytical Groundwater Samples for EPA Method 8260 (Full), 8270 (PAHs), FL-Pro, Metals, Cyanide, PCBs, EDB, DBCP, Nitrates/Nitrites, Chlorophenoxy Acid Herbicides, and Organochlorine and Organophosphorus pesticides.
   10 Samples @ $1,020.50/Ea. $10,205.00
3. Environmental Impact Fee (Lump Sum) $16.00
4. Miscellaneous/Other Lab Fees (Not to exceed Lump Sum) $500.00

ENGINEERING AND TECHNICAL SERVICES

1. Principal Engineer (Project Oversight)
   6 Hours @ $220.00/Hr. $1,320.00
2. Senior Project Engineer/Geologist (Project Coordination, Report Preparation)
   21 Hours @ $180.00/Hr. $3,780.00
3. Drafting Services
   6 Hour @ $80.00/Hr. $480.00
4. Secretarial Services
   2 Hour @ $65.00/Hr. $130.00

TOTAL ESTIMATED COST: **$60,601.00**

***Note: Days to perform work has been estimated. Additional days will be charged at the listed unit rates.**
****Note: Depth to groundwater has been estimated. Additional well depths will be installed at the listed unit rates.**

Please Note!!! Should conditions be encountered which require Level C (encountering of hazardous materials) or greater Personal Protective Equipment (PPE) Preferred Drilling Solutions, Inc. (PDS) will demob and a re-evaluation of project scope will be required.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Task Order Change Order	
Requested Action	
Requesting approval for additional services to a previously approved Task Order for the 8th Street Pier replacement with Halff Associates, Inc. to provide surveying services for the amount of $33,116.00.	
Staff Report	
On August 23, 2022, in Agenda Item 3, the City Council approved a Task Order for the 8th Street Pier replacement in the total amount of $104,690 to provide civil engineering and surveying services. In order to complete the work, it was found that additional surveys and site evaluations were needed. The cost of the additional work is $33,116 making the total cost of the engineering services $137.806. This Task Order includes surveying services to replace the 8th Street pier. This will include a Bathymetric and Topographic Survey. The limits of the survey will include Lake County Property Appraiser alternate key 1616913 to the South right-of-way line of Osceola Street, the existing dock at 8th Street, and will extend approximately 300 feet into the lake. The existing dock, retaining walls, hardscape, trees, above-ground evidence of utilities, and sanitary/storm structures with inverts will be located and shown in the survey. The completed Bathymetric and Topographic Survey will include spot elevations to determine 1-foot contour intervals. Two (2) Site Benchmarks will be established as a part of the Topographic Survey. The On-Call Professional Civil Engineer Services contract was approved on April 24, 2018, No. 2018-29.	
Additional Analysis	
Fiscal Impact Summary	
The fiscal impact of $33,116 for the additional services is included in the current year’s approved budget. Department Account Code: 60552-66900-72129	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Halff Survey Submittal Letter & Proposal 2-2-23	Halff Survey Submittal Letter & Proposal 2-2-23.pdf

VIA EMAIL sdavidoff@clermontfl.org

February 2, 2023

Scott Davidoff, CPRP
Deputy City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RE: AGREEMENT/PROPOSAL FOR SURVEYING SERVICES
8TH STREET PIER REPLACEMENT WITH NEW MARINA (REVISED), CLERMONT, FLORIDA, LAKE COUNTY
(HALFF AVO 043826.295)

Dear Mr. Davidoff:

Please find enclosed our proposal for surveying services necessary to complete the above referenced project as requested. Please be sure to sign, date, and complete the Client Information Form for billing purposes and return to our office.

We look forward to working with you on this project. Should you have any questions with regards to this matter, please feel free to contact our office at 352-343-8481.

Sincerely,

HALFF

Suzanne Osborne, P.S.M.
Survey Team Leader
sosborne@halff.com

SO:am

Enclosure

HALFF

VIA EMAIL sdavidoff@clermontfl.org

February 2, 2023

Scott Davidoff, CPRP
Deputy City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

**RE: AGREEMENT/PROPOSAL FOR SURVEYING SERVICES
8TH STREET PIER REPLACEMENT WITH NEW MARINA (REVISED), CLERMONT, FLORIDA, LAKE COUNTY
(HALFF AVO 043826.295)**

Dear Mr. Davidoff:

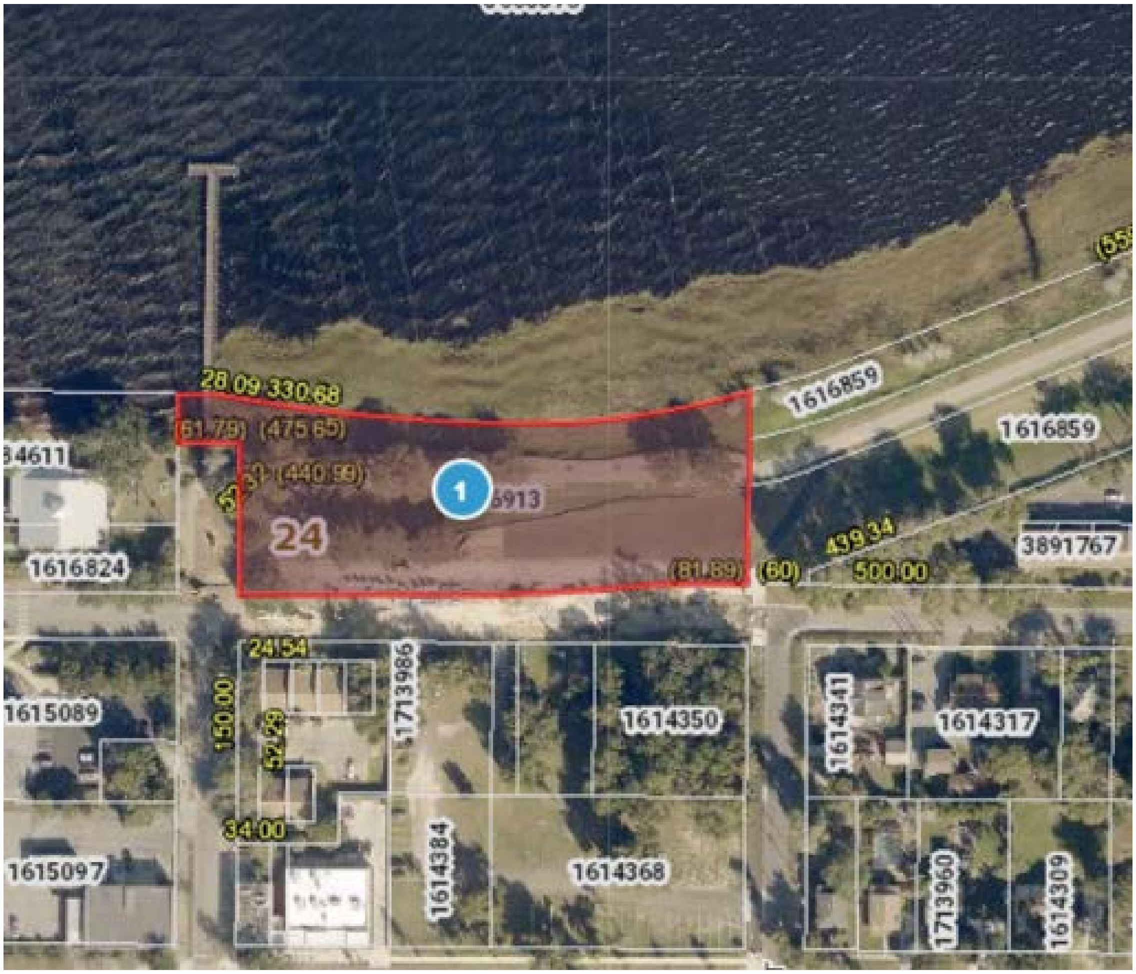
Scope of Services – Halff Associates, Inc.

PHASE 100 TOPOGRAPHIC AND BATHYMETRIC SURVEY

Prepare a Bathymetric and Topographic Survey for the area depicted below. Limits of survey will include Lake County Property Appraiser alternate key 1616913 to the South right of way line of Osceola Street, the existing dock at 8th Street and will extend approximately 300' into the lake (see exhibit below). The existing dock, retaining walls, hardscape, trees, above ground evidence of utilities and sanitary/storm structures with inverts will be located and shown on survey. The completed Bathymetric and Topographic Survey will include spot elevations to determine 1-foot contour intervals. Two (2) Site Benchmarks will be established as a part of the Topographic Survey. The deliverable will be a Civil 3D base file only.

FEE: $24,720.00

GENERAL SCOPE AERIAL



Estimated completion time:

Phases 100 will take an estimated 60-75 business days to complete upon receipt of signed contract. Remaining phases are dependent upon engineering and governmental agency approvals.

PHASE 200 ENVIRONMENTAL SITE EVALUATION

Halff biologists will conduct a field review of the project site for the purpose of evaluating the onsite habitats and the potential occurrence of any species considered Endangered, Threatened, or of Special Concern by the Florida Fish and Wildlife Conservation Commission (FWC) under Chapter 58A-27.003-005 F.A.C. or the US Fish and Wildlife Service (USFWS) under C.F.R. 17.11-12. Specific tasks included with this effort are as follows:

a. Prior to the field review, conduct a comprehensive desktop review of government and other publicly available databases to determine whether occurrences of State and/or Federal listed plant or animal species may occur or have been documented in areas with similar habitat within or immediately adjacent to the Project Site. Databases to be reviewed will include, but not be limited to the US Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Areas Inventory (FNAI), including the FWC bald eagle (Haliaeetus leucocephalus) nest database and the FWC wading bird rookery database.

b. Review the project area to map and assess the extent and condition of the onsite habitats. Each habitat type will be mapped using the Florida Land Use, Cover, and Forms Classification System (FLUCFCS: Florida Department of Transportation, 1999).

c. Evaluate the project area for the presence of submerged aquatic vegetation (SAV) and emergent vegetation. The proposed docking facility area will be assessed utilizing a frotus along belt transects distributed across the project area. All observed resources will be mapped using GPS for use in the permitting effort and assessing any impacts to the wetland resources.

d. Conduct meandering pedestrian transect surveys for listed species on the project site. All habitats within the project boundary will be surveyed in general accordance with the Florida Wildlife Conservation Guide (2011) as developed by the USFWS, FWC, and FNAI.

e. Complete a summary report detailing the findings of the site review and listed species surveys conducted on the project site. If listed species are encountered, their approximate locations will be depicted on an aerial photograph of the project site. If there are any regulatory constraints to development of the project due to wetlands or listed species, detailed recommendations on how to resolve the constraints prior to initiating development activities will be provided to the CLIENT.

FEE: $4,382.00

PHASE 300 WETLAND DELINEATION

a. Review the project area to locate and flag the boundaries of all wetlands and surface waters that may exist on the site. The landward extent of wetlands and surface waters will be located per the wetland delineation methodology provided in Chapter 62-340, F.A.C., Delineation of the Landward Extent of Wetlands and Surface Waters and the 1987 Corps of Engineers Wetlands Delineation Manual.

b. Review a draft copy of the wetland delineation survey for conformance with the field review and regulatory agency survey criteria.

FEE: $3,014.00

EXCLUDED:

1. This scope does not include formal, comprehensive listed species assessments in accordance with the Florida Wildlife Conservation Guide (2011). If any listed or protected species are identified on the project parcels, additional comprehensive, species-specific surveys may be required by the permitting agencies.

2. Agency coordination for wildlife or wetland related matters not specifically stated in this Scope of Services. The services to obtain approvals for the incidental take or relocation of any listed species of flora and fauna are not included in this Scope of Services.

3. Boat usage and associated boater surveys are not included in the Scope.

4. The agencies requiring permits will only request information considered normal and necessary for this type of permit. This proposal considers quantitative sampling for water quality, benthos, sediment, flora or fauna to be examples of extraordinary work beyond our proposed Scope of Services.

PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the below Rate Schedule, or at cost.

FEE: $1,000.00 (BUDGET, TO BE BILLED AT COST)

Our fees for the described services are outlined in the following table. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

FEE SUMMARY

TASK	AMOUNT	
PHASE 100	$	24,720.00
PHASE 200	$	4,382.00
PHASE 300	$	3,014.00
PHASE 9999	$	1,000.00
TOTAL	**$**	**33,116.00**

THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

1. Boundary Survey
2. Offsite Right-of-Way survey for utilities.
3. Reimbursables to be billed based upon direct expense incurred by HALFF for blueprints, copies, mylars, reproductions, postage, etc.

Standard Hourly Rate Schedule

Engineers	
Principal/Officer – Professional Engineer	$250.00
Senior Professional Engineer	$220.00
Professional Engineer	$175.00
Project Manager	$130.00
Engineer Intern	$100.00
Technicians	
Senior Technician	$125.00
Design Technician	$85.00
GIS	
Principal Officer – Senior Spatial Analyst	$165.00
Senior Spatial Analyst	$135.00
Spatial Analyst	$100.00
GIS Specialist	$60.00
Landscape Architects	
Principal/Officer – Professional Landscape Architect	$200.00
Senior Professional Landscape Architect	$150.00
Project Manager Landscape Architect	$130.00
Professional Landscape Architect	$110.00
Senior Landscape Designer	$110.00
Landscape Designer	$80.00
Planners	
Principal/Officer – Land Planner	$225.00
Senior Planner	$150.00
Professional Planner	$110.00
Project Planner	$85.00
Environmental Scientists	
Senior Environmental Scientist	$200.00
Environmental Project Manager	$145.00
Environmental Scientist	$90.00
Inspection and Plans Review	
Licensed Plans Examiner, Residential and/or Commercial	$85.00
Inspection Services Residential and/or Commercial	$85.00
Survey	
Survey Department Manager – P.S.M.	$175.00
Professional Surveyor – P.S.M.	$150.00
2 Man Field Crew	$135.00
3 Man Field Crew	$160.00
4 Man Field Crew	$190.00
Senior Survey Technician	$105.00
Survey Technician	$85.00
Administration	
Administrative Assistant	$75.00

Reimbursable Expenses

Reimbursable expenses include, but are not limited to:

Courier Service	Government Permitting Fees
Maps/GIS Data	Prints, Copies, Plots, Plans
Mileage, Parking, Tolls	Subconsultant Fees
Postage and Overnight Mail	Travel (lodging, rental car, per diem)
Miscellaneous Services	

CLIENT INFORMATION FORM

To assist Halff Associates, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: ______________________________

COMPANY NAME: ______________________________

BILLING ADDRESS: ______________________________

PHONE: ______________________________

FAX: ______________________________

E-MAIL: ______________________________

BILLING CONTACT NAME & TITLE: ______________________________

BILLING CONTACT EMAIL: ______________________________

BILLING CONTACT PHONE: ______________________________

CLIENT REPRESENTATIVE: ______________________________

IS CLIENT THE OWNER OF THE SUBJECT

PROPERTY? YES:__________ NO:__________

(If no, Halff Associates, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? ______________________________

If gated/locked, who shall Halff Associates, Inc. contact to gain access to the property?

NAME AND PHONE NUMBER: ______________________________

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: ______________________________

DATE: ______________________________

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Single Source Term Contract Award	
Requested Action	
Recommend to approve single source determination and term contract award from Container Systems & Equipment Inc. to purchase parts and repairs for sanitation trucks on an as-needed basis.	
Staff Report	
The Purchasing Department and the Public Services Department recommend approval of the above action. The Public Services Department contacted the Procurement Services Department to determine the most effective manner to contract with sole source distributor Container Systems & Equipment Inc. to purchase parts and repairs for sanitation trucks. Container Systems & Equipment Inc. claims to be the sole authorized Craner Carrier/Batter Motors dealer in the State of Florida. The Procurement Services Department issued a Request for Information (RFI) number 23-034 to verify whether there is only one vendor who can provide the product or service. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no response. Based on this, it is recommended that the Council approve and execute a term contract with Container Systems & Equipment Inc. to purchase parts and repairs on an as-needed basis.. The initial term contract is for a two (2) year period with up to three (3) additional one (1) year renewal periods at the option of the City.	
Additional Analysis	
Fiscal Impact Summary	
Funding will be determined on a project by project basis and funded by the respective department with annual budgeted funds.	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Sole Source Letter	Sole Source Letter.pdf
2.	RFI 23-034	RFI 23-034.pdf

October 31, 2022

Mr. Tim Cayton
City of Clermont-Fleet Manager
400 Twelfth Street
Clermont, FL. 34711

Dear. Mr. Cayton:

We are pleased to advise you that Container Systems & Equipment Inc. is your only authorized Crane Carrier/Battle Motors dealer in the state of Florida.

If you have any further questions or need any additional information, please do not hesitate to contact us.

Best regards,

Steve Powers
Regional Vice President
918.557.8750

CC: Bob Barton

RFI 23-034

SOLE SOURCE JUSTIFICATION

(Requester must complete Sections A and B and attach copy of sole source letter)

SECTION A - SOLE SOURCE PURCHASE:

Complete if sole source purchase is $1,000 or over, AND competition is not available. Sole Source approvals are valid one year from approval date, unless specified elsewhere.

Supplies/Services Required (be specific):
PARTS AND REPAIR

Company Name: CONTAINER SYSTEMS & EQUIPMENT	Employee. Name: BOB BARTON	Ph: 386-253-5555
Requested by: TIM CAYTON	Dept.: FLEET	
Department Director: STONEY BRUNSON	Dept.: PUBLIC WORKS	
Estimated Annual Expenditure: $100,000	Account Codes: 49534	

Check One: The requested item/service is a sole source procurement due to:

	AVAILABILITY/ONE OF A KIND: No competitive product exists or is available from another vendor.
X	**COMPATIBILITY:** Must match existing piece or brand of equipment and is available from only one vendor.
X	**REPLACEMENT/MAINTENANCE:** Repair or maintenance for specific brand of existing equipment is available from only original equipment manufacturer or designated service dealer.
X	**OTHER:** Provide below full explanations, details, complete descriptions, and relevant reasons to support the sole source justification:

SECTION B - REQUESTER CERTIFICATION:

By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.

(Signature of Requester) 11-30-2022 (Date)

(Signature of Department Director) 1-13-23 (Date)

SECTION C - TO BE COMPLETED BY THE PROCUREMENT SERVICES DIRECTOR:

Based on the information provided in Section A and attached supporting documents,

I concur ☐ / do not concur ☐ (see below) with purchase to be a Sole Source.

Do not concur for the following reason(s):

(Signature of Procurement Services Director) (Date)

Rev. 9-21-20

REQUEST FOR INFORMATION

RFI 23-034

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM CONTAINER SYSTEMS & EQUIPMENT, INC.

City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RELEASE DATE: January 23, 2023

DEADLINE FOR QUESTIONS: January 31, 2023

RESPONSE DEADLINE: January 31, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/clermontfl

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from Container Systems & Equipment, Inc.

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

Hardcopy responses may be delivered to the City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Justification of Sole Source Acquisition from Container Systems & Equipment, Inc.

1.2. Contact Information

Tim Cayton
Operation Chief / Fleet
400 12th St
Clermont, FL 34711
Email: tcayton@clermontfl.org
Phone: (352) 394-7177

Department:
Public Services - Public Works

1.3. Timeline

Solicitation Release Date	January 23, 2023
Question Deadline	January 31, 2023, 12:30pm
Response Deadline	January 31, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. **This is not an invitation to submit a bid or quote.** This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service.

Single/Sole Source Information

A. Company Name: Container Systems & Equipment, Inc.
B. Product or Service Provided: Repair and parts for crane carrier and battle motors for sanitation trucks.
C. Estimated Annual Expenditure: $100,000.00
D. Single/Sole Source Justification: Must match existing piece or brand of equipment and is available from only one vendor. Repair or maintenance for specific brand of existing equipment is available from only original equipment manufacturer or designated service dealer.

Action to be Taken

No action is required if you agree the proposed purchase is a valid single/sole source. If you disagree that the justification for single/sole source purchase is valid, please upload information regarding the company's ability to provide the product or service described. **Do not provide pricing.**

All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service, which will be the sole determining power in establishing the approval of the commodity offered by the respondent.

3. SOLE/SINGLE SOURCE

3.1. 1. Upload information regarding your company's ability to provide the product or service described.*

*Response required

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, February 14, 2023
Agenda Item Name
Single Source Purchase for Streetscape Benches
Requested Action
Recommend to approve single/sole source purchase from Rep Services, Inc. to acquire DuMor benches for the Streetscape project.
Staff Report
The Procurement Services Department and the Public Services Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number 23-036 to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. The City of Clermont Procurement Services Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore, a single/sole source purchase is justified if there is only one product of service that can reasonably meet the City's needs and there is only one company that can provide such a product or service. The repair and maintenance for specific brands of existing equipment is available from only the original equipment manufacturer or designed service dealer. As a part of the ongoing Streetscape and Downtown improvements, the replacement of decorative benches and garbage receptacles was budgeted as a part of phase 3 of the Streetscape project. The new benches are to be aesthetically appealing and blend in with the new improvements that are being constructed. The new benches will be constructed of a wrought iron frame and recycled composite plastic with a wood grain appearance that will be durable to use. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Procurement Services Department received no interest. Based on this, staff recommends that the council approve the single/sole source purchase.
Additional Analysis
Fiscal Impact Summary
The fiscal impact of $127,877.00 is included in the approved project budget, which has a total amount of $8,977,373.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$150,000	32559-66300-95113 Construction of Streetscape Phase 3	$8,977,373

Exhibits Attached (copies of original agreements)	
1. REP SERVICES	REP SERVICES .pdf
2. RFI 23-036	RFI 23-036.pdf
3. Benches Proposal	Benches Proposal .pdf

January 24, 2023

To Whom it may concern:

AUTHORIZED REPRESENTATIVE

This certifies that Rep Services, Inc. at 165 W Jessup Ave, Longwood, FL 32750 is the authorized sales representative for DuMor, Inc., in the State of Florida.

All proposals, purchase orders, and payment for DuMor products are to be transacted through Rep Services at the above address.

Craig Hack, Director of Sales
chack@dumor.com

REQUEST FOR INFORMATION

RFI 23-036

JUSTIFICATION OF SOLE SOURCE ACQUISITION FROM REP SERVICES, INC.

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: January 25, 2023

DEADLINE FOR QUESTIONS: February 2, 2023

RESPONSE DEADLINE: February 2, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/clermontfl

City of Clermont
REQUEST FOR INFORMATION
Justification of Sole Source Acquisition from Rep Services, Inc.

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

Hardcopy responses may be delivered to the City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Justification of Sole Source Acquisition from Rep Services, Inc.

1.2. Contact Information

James Maiworm
Assistant Director of Public Services
3335 Hancock Road
12838 Hancock Road
Clermont, FL 34711
Email: jmaiworm@clermontfl.org
Phone: (352) 241-0178

Department:
Public Services - Public Works

1.3. Timeline

Solicitation Release Date	January 25, 2023
Question Deadline	February 2, 2023, 12:30pm
Response Deadline	February 2, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Justification of Single/Sole Source Acquisition

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified are non-restrictive and capable of being met by more than one company. **This is not an invitation to submit a bid or quote.** This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required product or service. Therefore a single/sole source purchase is justified if there is only one product or service that can reasonably meet the City's needs and there is only one company that can provide such a product or service.

Single/Sole Source Information

A. Company Name: Rep Services, Inc.

B. Product or Service Provided: DuMor benches

C. Estimated Annual Expenditure: $128,000.00

D. Single/Sole Source Justification: Rep Services, Inc. is the authorized sale representative for DuMor, Inc., in the State of Florida.

Action to be Taken

No action is required if you agree the proposed purchase is a valid single/sole source. If you disagree that the justification for single/sole source purchase is valid, please upload information regarding the company's ability to provide the product or service described. **Do not provide pricing.**

All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service, which will be the sole determining power in establishing the approval of the commodity offered by the respondent.

3. SOLE/SINGLE SOURCE

3.1. 1. Upload information regarding your company's ability to provide the product or service described.*

*Response required

REP SERVICES, INC.
Experts at Play & Outdoor Spaces
Site Amenities ■ Playground Equipment ■ Safety Surfacing ■ Shade
Phone: 407.831.9658 Fax: 866.232.8532 E-mail: sales@repservices.com

Please mail POs, contracts and checks to:
Rep Services, Inc.
165 W. Jessup Ave.
Longwood, FL 32750-4146

Proposed To: City of Clermont Environmental Services 3335 Hancock Road Clermont, FL 34711	**Ship To:** TBD at a later date	**Bill To:** City of Clermont Environmental Services 3335 Hancock Road Clermont, FL 34711
Attn: James Maiworm	**Attn:**	**Attn:** James Maiworm

Project No: 19584 **Project Name:** City of Clermont Streetscape **Project Contact:** James Maiworm
Proposal No: 19584.01 **Proposal Name:** City of Clermont Streetscape **Project Location:**
Proposal Date: 1/26/2023 **Proposal Expires:** 12/30/2022

For Questions Contact: Shela Brown ☎ 407-853-3558 ✉ shela@repservices.com
Consultant: Mary Langley ☎ 407-853-3563 ✉ mary@repservices.com **Opt/Rev:** A/0 1/26/23 - SA

Vendor: DuMor **Proj Drawings:** DUM 586011

Class	Part No	Qty	Description	Unit Price	Ext Price
Benches	490-60TX	15 EA	6' Backed Bench, AQ MAH Textured Plastic, 2 Supports	1,855.00	27,825.00
	491-60TX	15 EA	6' Backless Bench, AQ MAH Textured Plastic, 2 Supports	1,727.00	25,905.00
Receptacles	124-31TX	30 EA	31-Gal Receptacle W/Rosettes, AQ MAH Textured Plastic Flat Top CVR 10" Hole	2,339.00	70,170.00
			Product Subtotal:		$123,900.00
			Discount per the Clay County Contract #18/19-2	2.00%	($2,478.00)
			Discounted Product Total:		$121,422.00
			Freight: Prepaid Ship Method: Best Way FOB: Destination Weight: 12,015 lbs Freight Charge		$6,455.00
			DuMor Total:		$127,877.00

General Terms of Sale and Proposal Summary

Net 30

Product:	$121,422.00
Freight:	$6,455.00
Proposal Total:	$127,877.00

Notes

The Clay County Contract #18/19-2 provides a 2% discount on DuMor product. The maximum price for installation is 50% of the product price. (Installation does not include site prep, slabs, footings or engineering).

Basis of Proposal: W/O Installation
Our estimate is based upon our discussion

Please note the vendor information itemized below.

Also, please be aware that we generate separate invoices for product at the time of delivery. If your project should include products from multiple manufacturers, each will be invoiced and taxed separately. If you require consolidated invoices, please alert your sales team.

Estimated product delivery schedule
The lead time for your project is 16 weeks after RSI receipt of your signed order, finish selections, Credit Agreement and Deposit.

This proposal is for material, freight, and applicable tax only. Any building permits, engineering, unloading, assembly, installation, site preparation and surfacing are by others. Drivers will not unload the shipment. Purchaser must make arrangements for unloading of playground or exercise equipment, shade, and shelter product lines. In most circumstances this will require a forklift. For certain site furnishing orders, a lift gate and pallet jack may be available for an additional fee. Please alert your sales team of this need.

DuMor Site Furnishings:
Color Selection: to be made at time of color submittal approval
Support Option: to be made at time of support submittal approval
NOTES: Please be aware of the following
- Some products require assembly.

Shipments are via Semi Trailer If you require a lift gate and pallet jack delivery, additional fees will be assessed.

Time Limitations Holding Prices Firm:
Orders are shipped within our manufacturer's standard lead times. Requests for delayed shipping may result in additional costs due to increases in freight, material costs or other factors. To secure the prices on this proposal, the offer must be accepted prior to the expiration date noted.

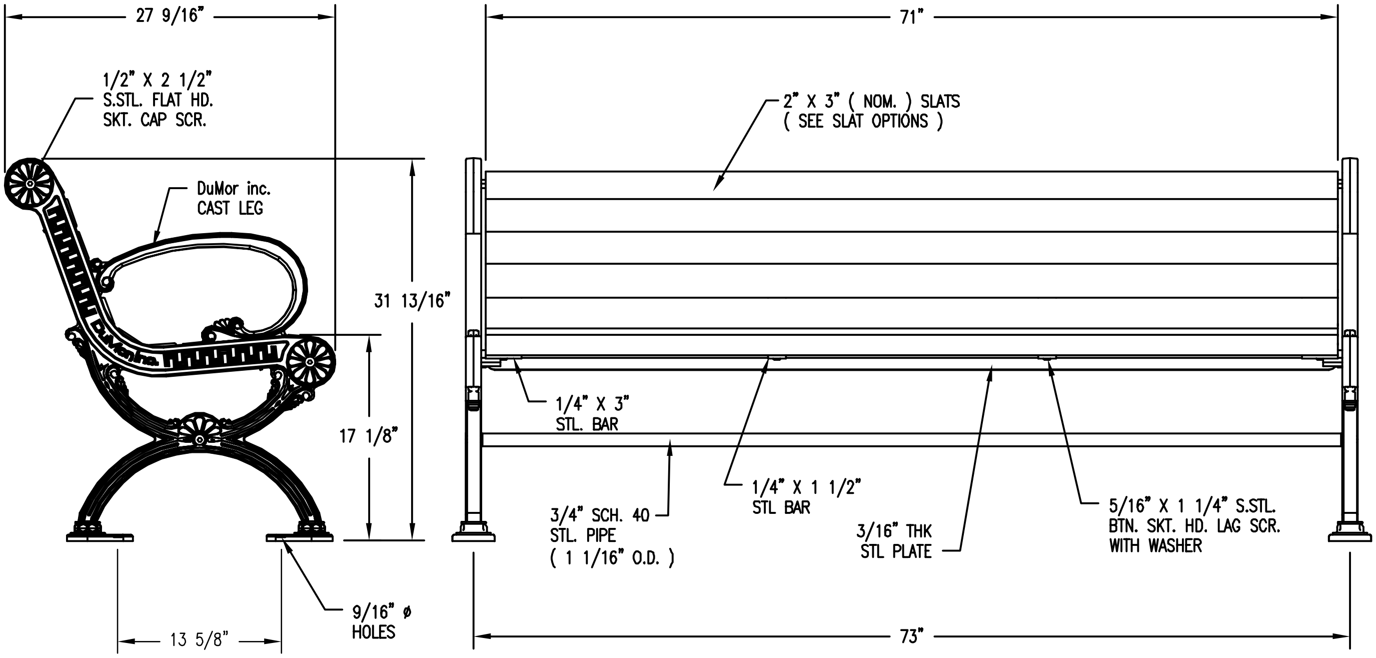
If, during the performance of this contract, the price of a product increases 3% or more as documented by factory quotes, invoices or receipts to contractor (Rep Services, Inc.) from the date of the contract signing the price of shall be equitably adjusted by an amount reasonably necessary to cover such price increases. Where the delivery of *a* produc*t* is delayed, through no fault of contractor (RSI) as a result of the shortage or unavailability of a product, contractor (RSI) shall not be liable for any additional costs or damages associated with such delay(s).

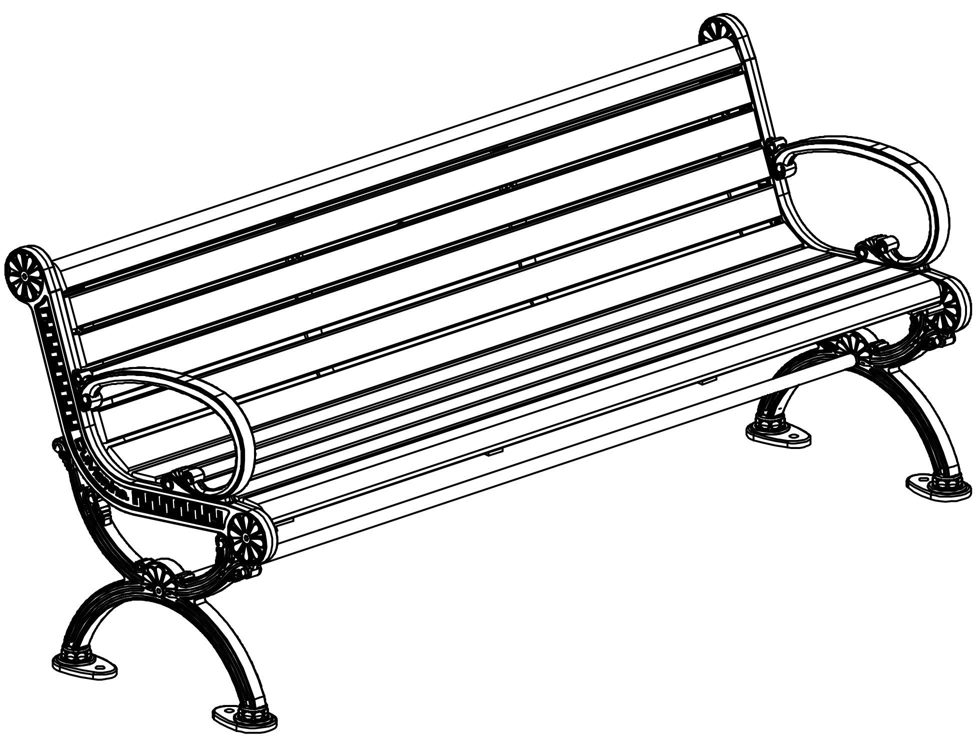
The undersigned warrants that he/she is an authorized representative of the City of Clermont noted and has the requisite authority to bind the City of Clermont and/or principal.

Accepted By:

City of Clermont			
Company Name	Authorized By	Printed Name	Date

As Its: ______________________ (Title)





SLAT OPTIONS

☐ ANTIQUE MAHOGANY TEXTURED
☐ BRAZILIAN WALNUT TEXTURED
☐ OTHER ____________________

NOTES

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

DuMor, inc.	BENCH	DATE DRAWN : 11/08/18 DRAWN BY : ESS DATE REV. : REV. BY :	REV. A	DRAWING NUMBER	490-60TX	SHEET 1 OF 3

NOTE:

1.) DURING ASSEMBLY PROCEDURE;
DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED.
NUMBERS ONLY APPLY TO DRAWING.
3.) UPON COMPLETION OF ASSEMBLY SQUARE
ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
1/2" WRENCH
5/16" ALLEN WRENCH
1/4" ALLEN WRENCH
3/16" ALLEN WRENCH
1/2" MASONRY DRILL BIT
DRILL

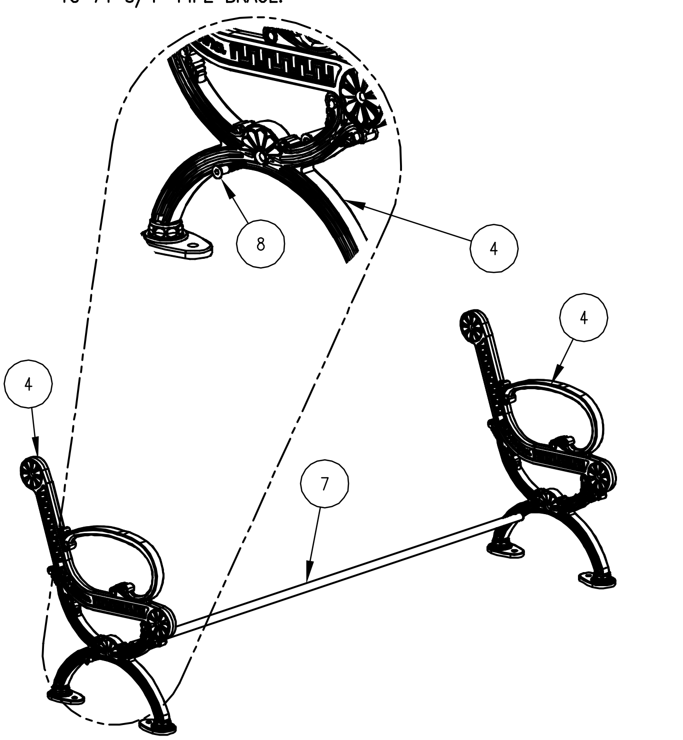
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	9	0-143-60TX-01	2" X 3" X 71" INT'R SLAT, TX
2	2	0-143-60TX-02	2" X 3" X 71" EDGE SLAT, TX
3	2	0-16-60-06	71" SEAT BRACE
4	2	0-490-00-01	CAST ALUM BENCH SUPPORT W/ BACK
5	2	0-57-00-03	CENTER CONTOUR STRAP
6	2	0-57-00-05	END CONTOUR STRAP
7	1	0-57-60-04	71 3/4" PIPE BRACE
8	6	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR
9	8	1-12-116	5/16" X 1" SS BTN SKT HD CAP SCR
10	44	1-13-023	5/16" X 1 1/4" SS BTN SKT HD LAG
11	8	1-20-016	5/16" SS NYLON LOCKNUT
12	60	1-22-017	5/16" SS FLAT WASHER

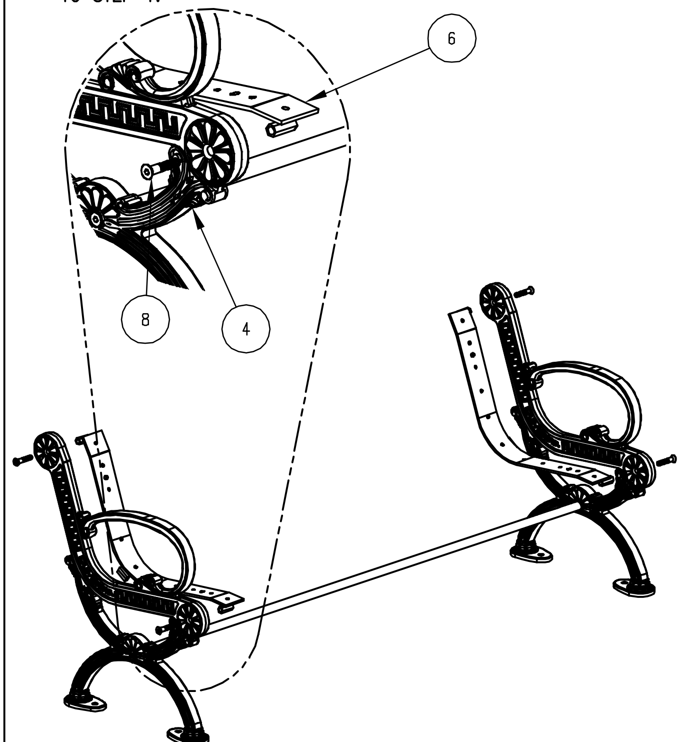
KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
13	1	K-143-60	143-60 SER HARDWARE KIT
14	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)
15	1	K-FC0840-6	1/2" CAP HARDWARE KIT (6PC)

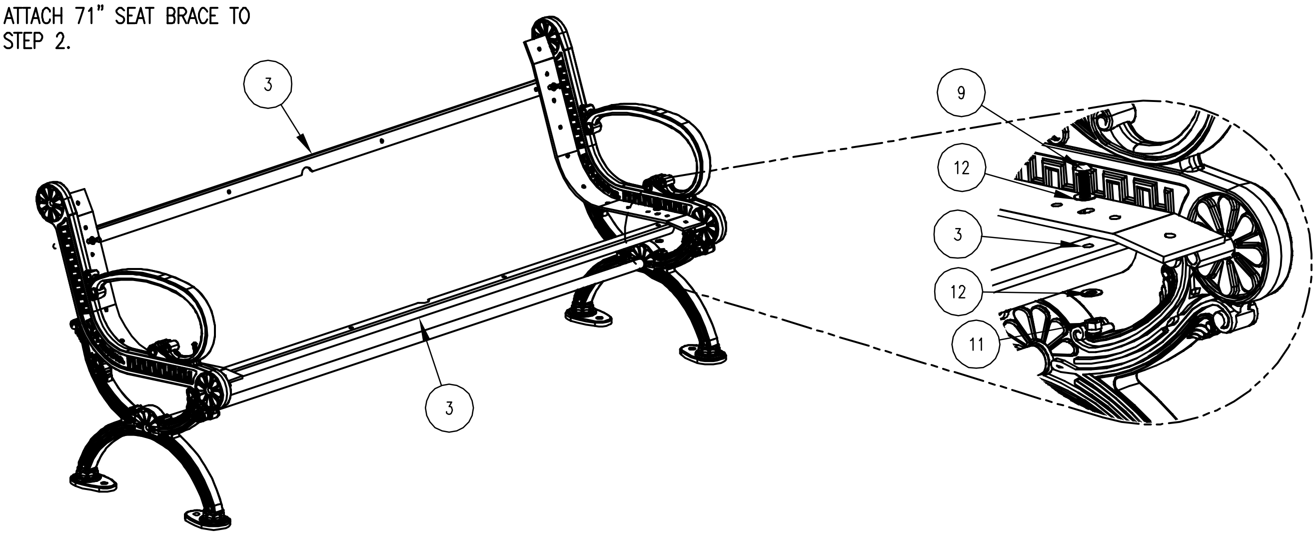
1 ATTACH CAST ALUM BENCH SUPPORT
TO 71 3/4" PIPE BRACE.



2 ATTACH END CONTOUR STRAPS
TO STEP 1.

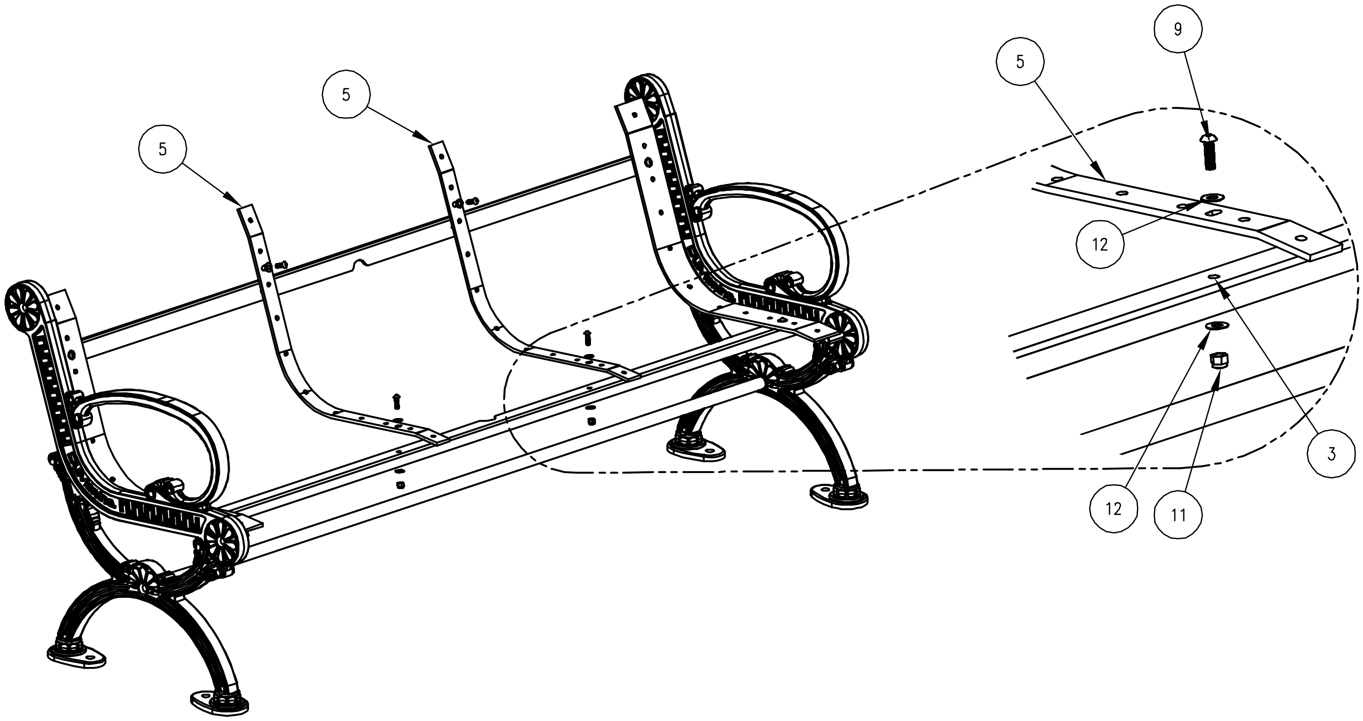


3 ATTACH 71" SEAT BRACE TO
STEP 2.

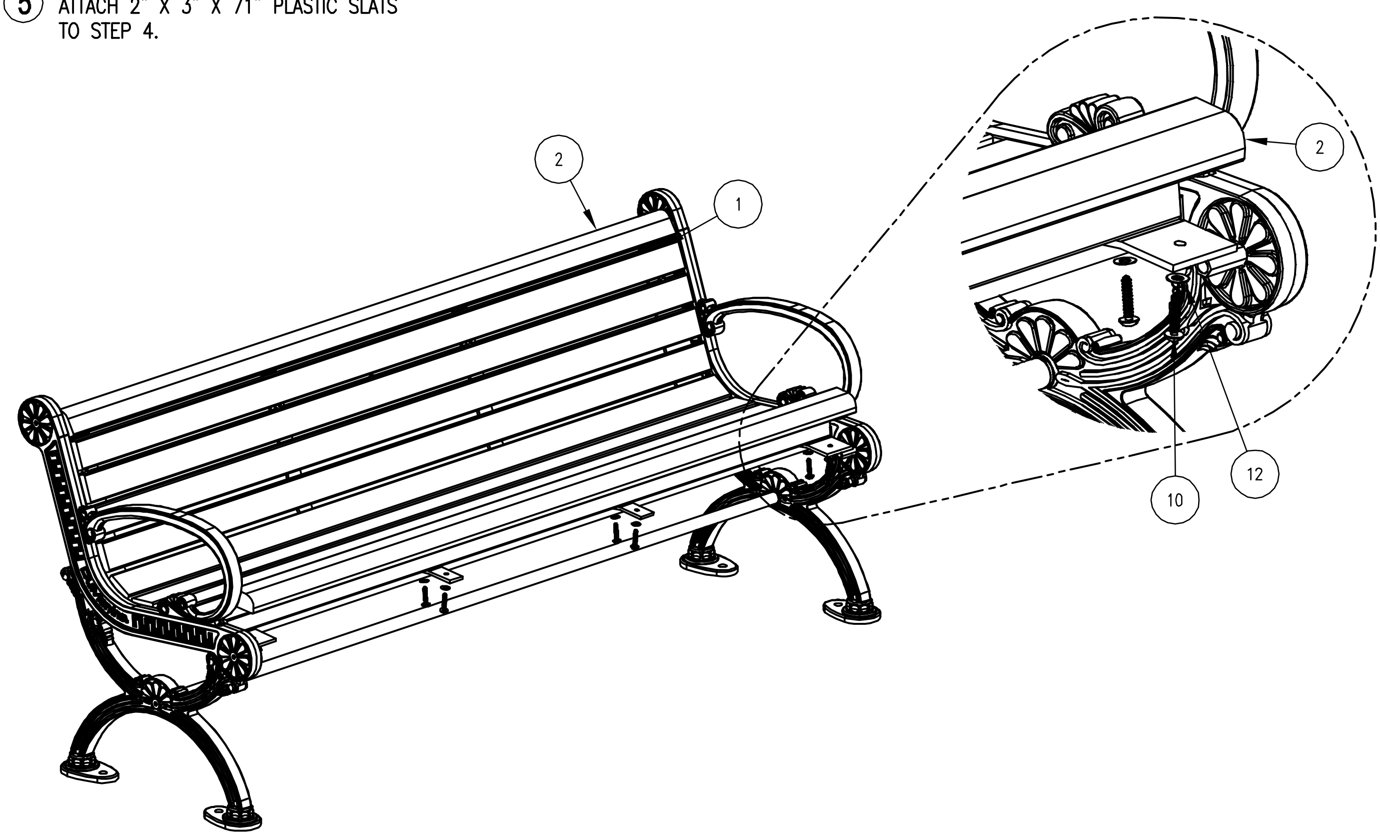


DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 11/08/18 DRAWN BY : ESS DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 490-60TX	SHEET 2 OF 3

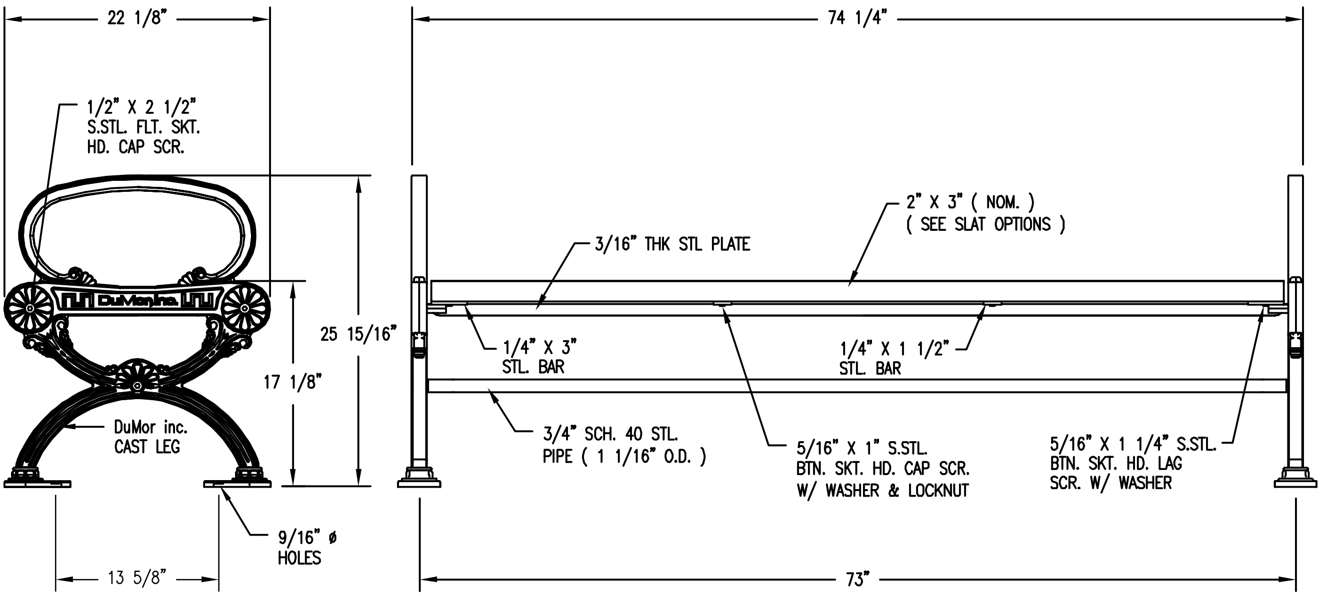
(4) ATTACH CENTER CONTOUR STRAPS TO STEP 3.

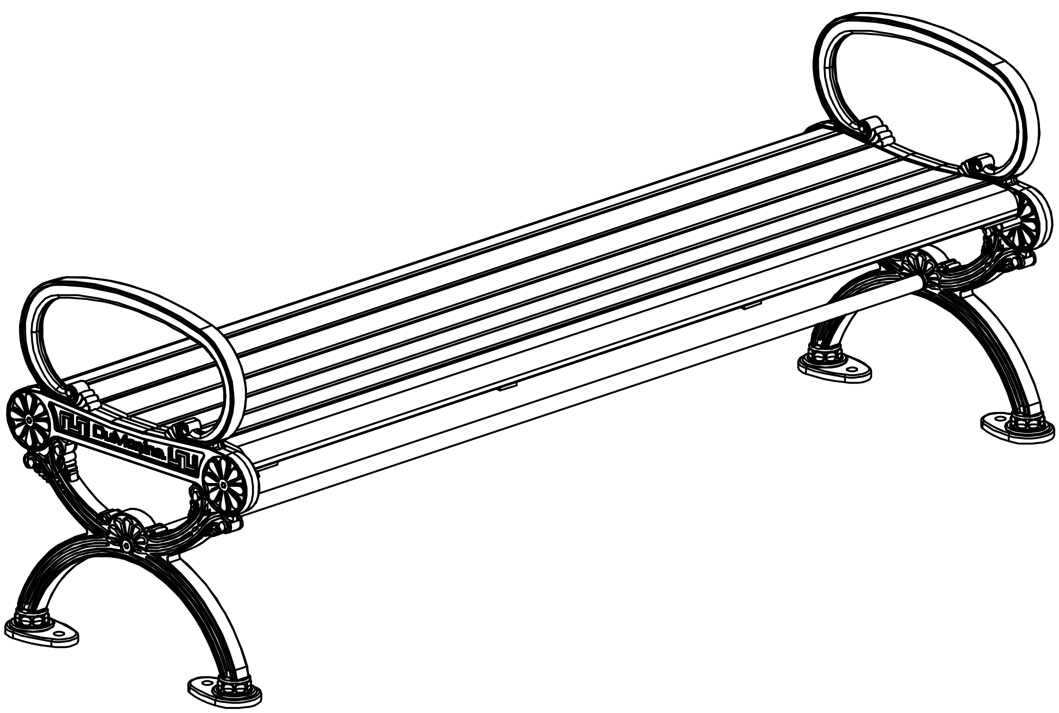


(5) ATTACH 2" X 3" X 71" PLASTIC SLATS TO STEP 4.



DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 11/08/18 DRAWN BY : ESS DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 490-60TX	SHEET 3 OF 3





SLAT OPTIONS

☐ ANTIQUE MAHOGANY TEXTURED

☐ BRAZILIAN WALNUT TEXTURED

☐ OTHER ______________________

NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

DuMor, inc.	BENCH	DATE DRAWN : 11/09/18 DRAWN BY : ESS DATE REV. : REV. BY :	REV. A	DRAWING NUMBER	491–60TX	SHEET 1 OF 2

NOTES:

1.) DURING ASSEMBLY PROCEDURE; DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

3/4" WRENCH
1/2" WRENCH
5/16" ALLEN WRENCH
1/4" ALLEN WRENCH
3/16" ALLEN WRENCH
1/2" MASONRY DRILL BIT
DRILL

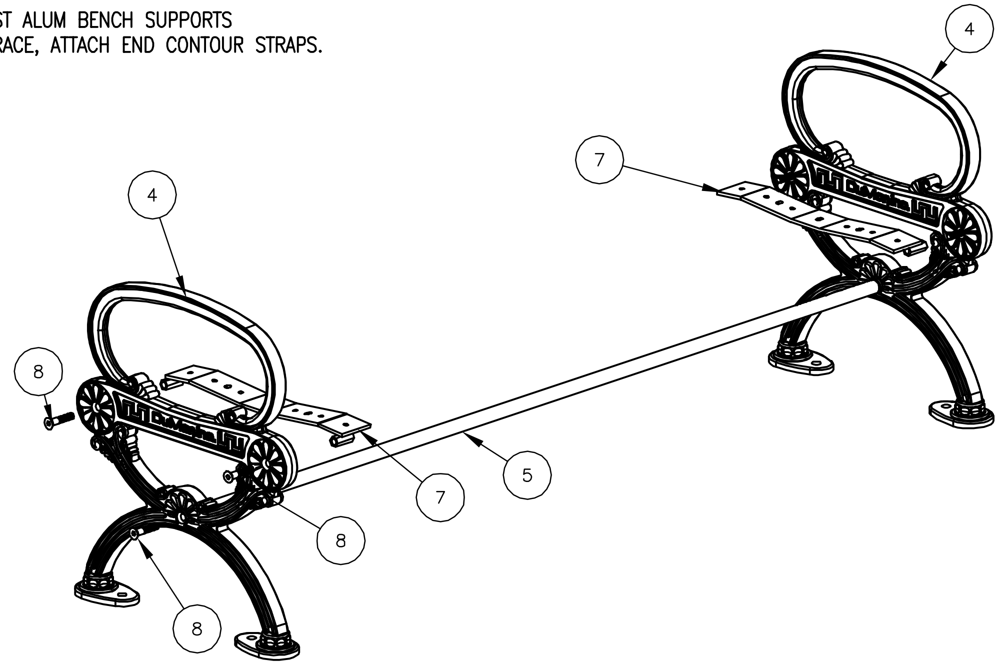
PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	5	0-143-60TX-01	2" X 3" X 71" INT'R SLAT, TX
2	2	0-143-60TX-02	2" X 3" X 71" EDGE SLAT, TX
3	2	0-16-60-06	71" SEAT BRACE
4	2	0-491-00-01	CAST ALUM BKLS BENCH SUPPORT
5	1	0-57-60-04	71 3/4" PIPE BRACE
6	2	0-91-00-03	CENTER STRAP
7	2	0-91-00-04	END CONTOUR STRAP
8	6	1-12-065	1/2" X 2 1/2" FLT SKT HD CAP SCR
9	8	1-12-116	5/16" X 1" SS BTN SKT HD CAP SCR
10	28	1-13-023	5/16" X 1 1/4" SS BTN SKT HD LAG
11	8	1-20-016	5/16" SS NYLON LOCKNUT
12	44	1-22-017	5/16" SS FLAT WASHER

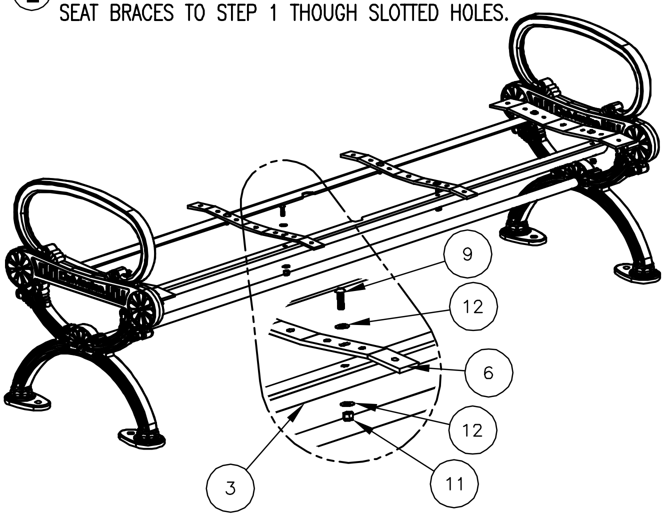
KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
13	1	K-147-60	147-60 SER HARDWARE KIT
14	1	K-ANC0860-4	1/2" X 3 3/4" SS ANCHOR KIT (4PC)
15	1	K-FC0840-6	1/2" CAP HARDWARE KIT (6PC)

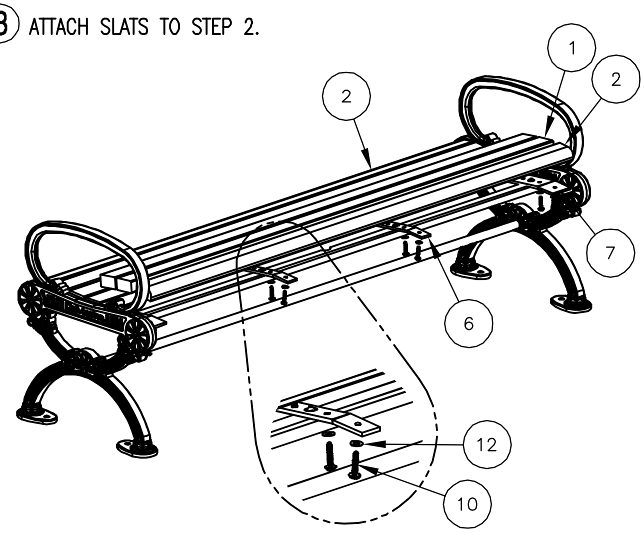
1 ATTACH CAST ALUM BENCH SUPPORTS TO PIPE BRACE, ATTACH END CONTOUR STRAPS.



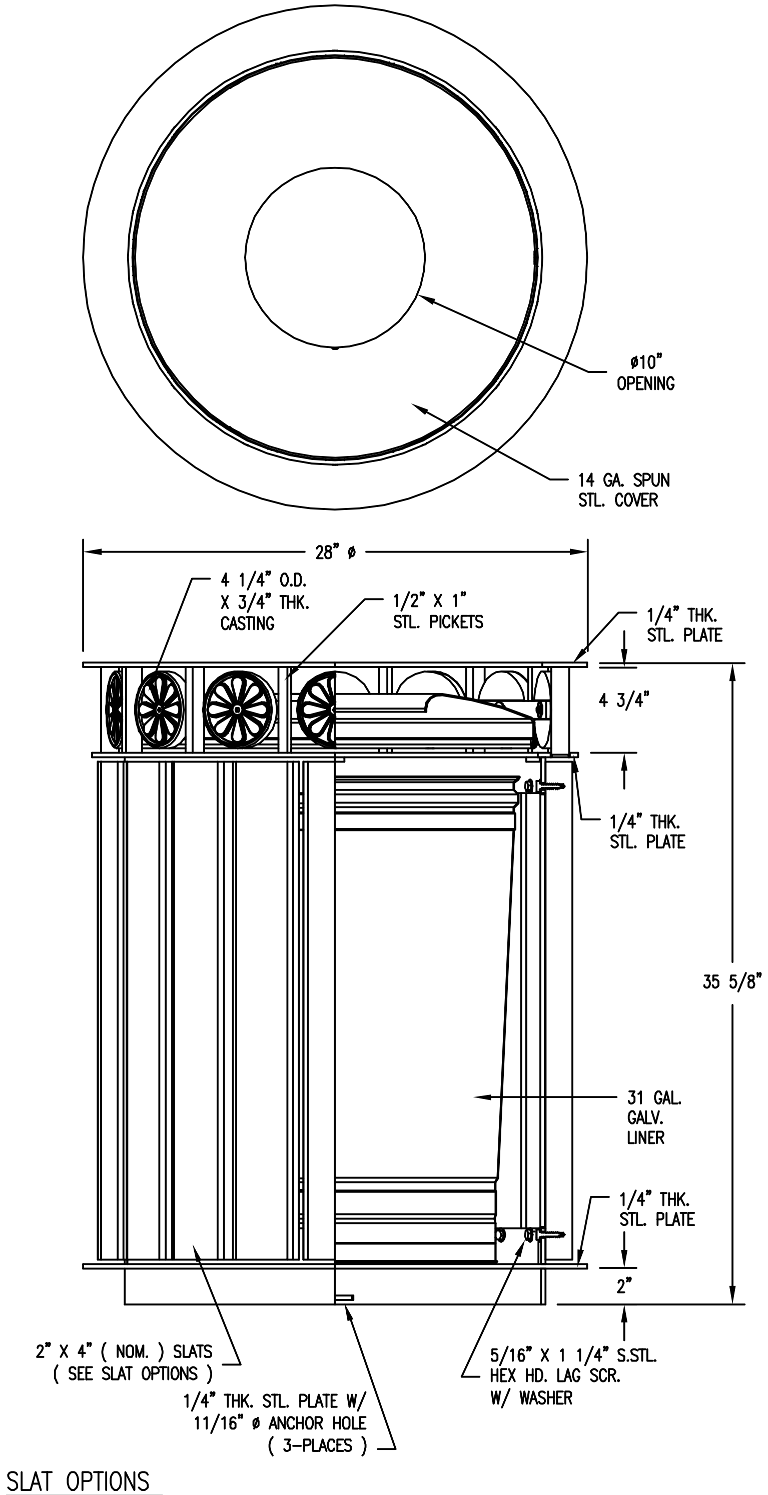
2 ATTACH CENTER CONTOUR STRAPS & SEAT BRACES TO STEP 1 THOUGH SLOTTED HOLES.

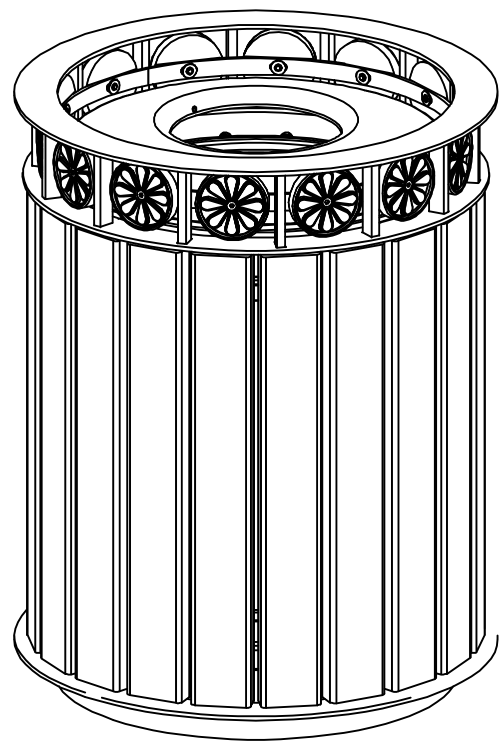


3 ATTACH SLATS TO STEP 2.



DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 11/09/18 DRAWN BY : ESS DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 491-60TX	SHEET 2 OF 2





SLAT OPTIONS

☐ ANTIQUE MAHOGANY TEXTURED

☐ BRAZILIAN WALNUT TEXTURED

☐ OTHER ______________________

NOTES

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.

2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

DuMor, inc.	RECEPTACLE	DATE DRAWN : 11/09/18 DRAWN BY : ESS DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 124-31TX W/ CVR-20-FTO	SHEET 1 OF 2

NOTES:

1.) DURING ASSEMBLY PROCEDURE; DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED. NUMBERS ONLY APPLY TO DRAWING.
3.) UPON COMPLETION OF ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.
4.) MOUNT AND ANCHOR AS SPECIFIED.

TOOLS REQ'D

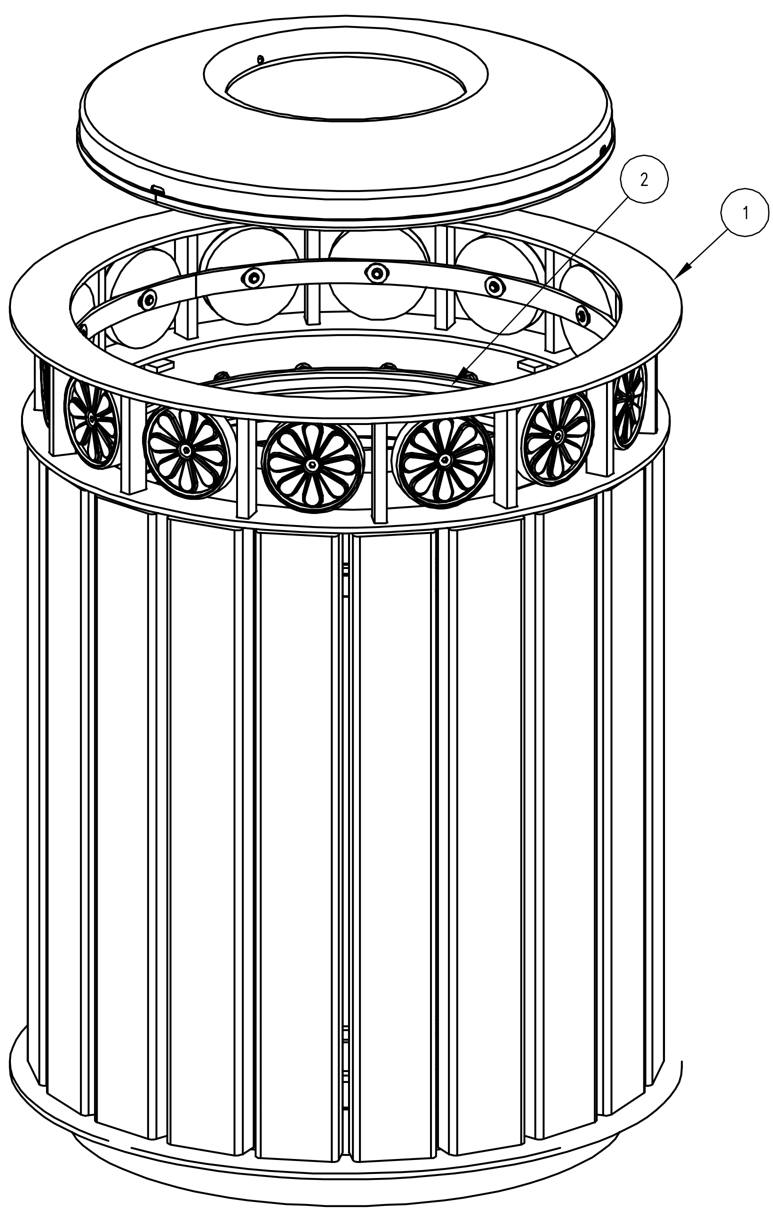
3/4" WRENCH
PLIERS (FOR ATTACHING COVER)
1/2" MASONRY DRILL BIT
DRILL

PARTS LIST

ITEM	QTY	PART NO	DESCRIPTION
1	1	0-124-31TX	31 GAL RECEPTACLE ASSEMBLY, TX
2	1	49-31	31 GAL. GALV. LINER

KITS PROVIDED

ITEM	QTY	PART NO	DESCRIPTION
3	1	K-ANC0860-3	1/2" X 3 3/4" SS ANCHOR KIT (3PCS)



DuMor, inc.	ASSEMBLY INSTRUCTIONS	DATE DRAWN : 11/09/18 DRAWN BY : ESS DATE REV. : REV. BY :	REV. A	DRAWING NUMBER 124-31TX W/ CVR-20-FTO	SHEET 2 OF 2

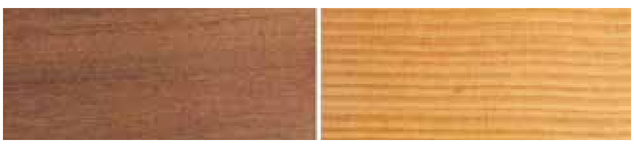
COLOR AND MATERIAL OPTIONS

POWDER COAT COLOR OPTIONS

Most DuMor products are available in your choice of several color options in a super durable baked-on polyester powder finish.

Additional RAL colors are available at an extra cost–consult your local DuMor Representative.

WOOD



IPE **DOUGLAS FIR**

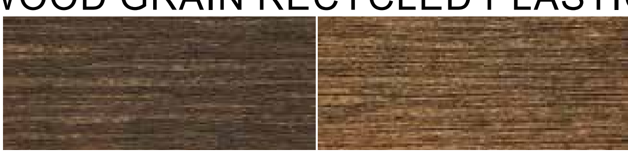
DuMor has selected the highest grade woods available for use on our products. "C" & Better Douglas Fir and Ipe are offered as standard wood options. Douglas Fir will be delivered coated in a clear preservative. Due to its density and estimated longevity, left uncoated, Ipe will be delivered in its natural state without preservative.
As a natural product of our environment, wood will weather when placed outdoors. Signs of weathering include splitting, checking, and changing color. These are not covered by DuMor's warranty. Wood colors will vary.

RECYCLED PLASTIC

WALNUT **CEDAR** **GREY** **REDWOOD**

The high-density polyethylene raw material utilized in our recycled plastic furnishings is derived from post-consumer bottle waste resulting in a product that is over 90% recycled.

WOOD GRAIN RECYCLED PLASTIC



BRAZILIAN WALNUT **ANTIQUE MAHOGANY**

The longevity and Eco-friendliness of recycled plastic lumber with a feel and depth reminiscent of wood. Wood grain recycled plastic is extruded with a multicolor tonal streaking and etched with a wood grain texture to achieve a realistic wood like appearance and feel. To truly appreciate this product it needs to be seen and handled, ask your Rep for a free sample. Plastic lumber is comprised of 95% recycled content. Only available on select products.

Please note that due to variations in photographic reproductions, natural wood grains and colors shown throughout may not be exact. Please contact your local DuMor Representative for color and material samples.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Contract Amendment	
Requested Action	
Requesting approval of amendments to contracts that have exceeded or may exceed $50,000 on an annual basis.	
Staff Report	
The following term contracts were initially estimated to have an annual expenditure of less than $49,999 and therefore did not require City Council approval at the time they were executed. The contracts listed below have exceeded or may potentially exceed the $50,000 annual threshold requiring City Council approval. As per the Purchasing Policy, "The City Manager or designee may approve and execute a contract not exceeding $49,999 per year. Any contract exceeding $49,999 on a multi-year basis shall be awarded by the City Council. This includes, but is not limited to, service or maintenance agreements, awards on proposals, competitively negotiated agreements, and consultant agreements." • Contract number 2022-047 titled Financial and Performance Audits with Carr, Riggs & Ingram, LLC. to provide audits of financial statements and related financial services on an as-needed basis. The current contract value is $30,000 and it is expected to be $90,000.	
Additional Analysis	
Fiscal Impact Summary	
There is no additional fiscal impact. Funding will be determined by the respective department and is included in the current fiscal year approved budget.	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	2022-047	2022-047.pdf

AGREEMENT NO. 2022-047 FOR FINANCIAL AND PERFORMANCE AUDITS

THIS AGREEMENT, is made and entered into this 24 day of June 2022, by and between the CITY OF CLERMONT, FLORIDA, a municipal corporation under the laws of the State of Florida whose address is: 685 W. Montrose Street, Clermont, Florida, (hereinafter referred to as "CITY"), and Carr, Riggs & Ingram, LLC, whose address is: 2633 Centennial Blvd, Ste, 200 Tallahassee, Florida 32308, (hereinafter referred to as "CONTRACTOR").

WHEREAS, State of Florida through the public procurement process awarded an Agreement for financial and performance audits, State of Florida Contract Number 84111600-20-1;

WHEREAS, CITY desires to utilize the above-referenced awarded bid, CONTRACTOR's response thereto and Agreement in accordance with CITY's procurement policy; and

WHEREAS, CONTRACTOR desires to enter into a contract with CITY based on the terms and conditions of the State of Florida Contract Number 84111600-20-1;

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE 1 – SCOPE OF WORK

The CONTRACTOR shall furnish financial and performance audits as described in the State of Florida Contract Number 84111600-20-1, which is attached hereto and incorporated herein as Exhibit "A" and shall perform everything required by this Agreement and the other exhibits attached hereto. Provided, however, that nothing herein shall require CITY to purchase or acquire any items or services from CONTRACTOR that is not specified in the CITY's purchase order. To the extent of a conflict between this Agreement and Exhibit "A", the terms and conditions of this Agreement shall prevail and govern. In all instances the CITY purchasing policy, resolutions and ordinances shall apply.

ARTICLE 2 – THE CONTRACT SUM

CITY shall pay CONTRACTOR, for the faithful performance of the Agreement as set forth in the Agreement documents and the Unit Price Schedule as set forth in Exhibit "B", attached hereto and incorporated herein.

ARTICLE 3 – TERM AND TERMINATION

3.1. This Agreement is to become effective upon execution by both parties, and shall remain in effect until February 29, 2024 unless terminated or renewed by State of Florida

3.2. Notwithstanding any other provision of this Agreement, CITY may, upon written notice to CONTRACTOR, terminate this Agreement: a) without cause and for CITY's convenience upon thirty (30) days written notice to CONTRACTOR b) if CONTRACTOR is adjudged to be bankrupt; c) if CONTRACTOR makes a general assignment for the benefit of its creditors; d) CONTRACTOR fails to comply with any of the conditions of provisions of this Agreement; or e) CONTRACTOR is experiencing a labor dispute, which threatens to have a substantial, adverse impact upon the performance of this Agreement, without prejudice to any other right or remedy CITY may have under this Agreement. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed and accepted prior to the effective date of termination.

3.3. Upon mutual Agreement of the parties, this Agreement may renew for a renewal term not to exceed the initial contract term.

ARTICLE 4 – PROVISION OF SERVICES AND COMPLETION OF WORK

4.1. The CONTRACTOR shall only provide to CITY financial and performance audits upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in State of Florida Contract Number 84111600-20-1 or in the specific purchase order or authorized order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from CONTRACTOR or create an exclusive purchase agreement between CITY and CONTRACTOR. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to CONTRACTOR.

4.2. CONTRACTOR, upon receipt of an order hereunder, shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of CONTRACTOR to so notify CITY will preclude CONTRACTOR from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay, CITY may at its sole option cancel the order and seek the items from any available source.

4.3. It is expressly understood and agreed that the passing, approval and/or acceptance of any gasoline, diesel, kerosene, LP gas and bio-diesel herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the CONTRACTOR replace the accepted gasoline, diesel, kerosene, LP gas and bio-diesel so as to comply with the warranties and specifications hereof.

4.4. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

ARTICLE 5 – PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, CONTRACTOR shall submit an invoice to CITY upon completion of the services and delivery of products to CITY as set forth in the applicable purchase order. CITY shall make payment to the CONTRACTOR for all accepted deliveries and undisputed product delivered and services provided, within thirty (30) calendar days of receipt of the invoice.

ARTICLE 6 – DISPUTE RESOLUTION - MEDIATION

6.1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.

6.2. The CITY and CONTRACTOR shall endeavor to resolve claims, disputes and other matters in question between them by mediation.

6.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Clermont, Lake County, Florida, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.

ARTICLE 7 – INSURANCE AND INDEMNIFICATION RIDER

7.1. <u>Worker's Compensation Insurance</u> – The CONTRACTOR shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all its employees connected with the work of this Project and, in case any work is sublet, the CONTRACTOR shall require the subCONTRACTOR similarly to provide Worker's Compensation Insurance for all of the subCONTRACTOR employees unless such employees are covered by the protection afforded by the CONTRACTOR. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Agreement at the site of the Project is not protected under the Worker's Compensation statute, the CONTRACTOR shall provide adequate insurance, satisfactory to the CITY, for the protection of employees not otherwise protected.

7.2. <u>CONTRACTOR's Commercial General Liability Insurance</u> – The CONTRACTOR shall take out and maintain during the life of this Agreement, Commercial General Liability and Business Automobile Liability Insurance as shall protect it from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by itself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be as follows:

(a) CONTRACTOR's Commercial General Liability, $1,000,000 Each, ($2,000,000 aggregate). Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit

Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis.

7.3. Indemnification Rider

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and its employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from its performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) , and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such acts are caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article; however, this indemnification does not include the sole acts of negligence, damage or losses caused by the CITY and its other contractors.

(b) In any and all claims against the CITY or any of its agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(c) The CONTRACTOR hereby acknowledges receipt of ten dollars and other good and valuable consideration from the CITY for the indemnification provided herein.

ARTICLE 8 – NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

CONTRACTOR:	Carr, Riggs & Ingram, LLC 2633 Centennial Blvd, Ste, 200 Tallahassee, Florida 32308 Attn: Matt Incinelli, Partner
OWNER:	City of Clermont Attn: Brian Bulthuis, City Manager 685 W. Montrose Street Clermont, FL 34711

ARTICLE 9 – MISCELLANEOUS

9.1. Attorneys' Fees – In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

9.2. Waiver – The waiver by city of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

9.3. Severability – If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

9.4. Amendment – Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

9.5. Entire Agreement – This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous Agreements between the parties with respect to the performance of services by CONTRACTOR.

9.6. Assignment – Except in the event of merger, consolidation, or other change of control pursuant to the sale of all or substantially all of either party's assets, this

Agreement is personal to the parties hereto and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of city.

9.7. Venue – The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

9.8. Applicable Law – This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

9.9. Public Records – Contractor expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. CONTRACTOR shall use reasonable efforts to provide all records stored electronically to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, (352) 241-7331.

ARTICLE 10 – AGREEMENT DOCUMENTS

The Agreement Documents, as listed below are herein made fully a part of this Agreement as if herein repeated.

Document Precedence:

10.1. This Agreement

10.2. Purchase Order / Notice To Proceed

10.3. An applicable Contractor Quote or Statement of Work

10.4. All documents contained in the State of Florida Contract Number 84111600-20-1.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 24 day of June, 2022.

CITY OF CLERMONT

DocuSigned by:
Brian Bulthuis
534781168A394C8...

Brian Bulthuis, City Manager

DS

ATTEST:

DocuSigned by:
Tracy Ackroyd Howe
3AD7F34905B344A...

Tracy Ackroyd Howe, City Clerk

CARR, RIGGS & INGRAM, LLC

DocuSigned by:

By: Matt Incinelli

C9DBD1E3C0BA40F...

(Signature)

Print Name: Matt Incinelli

Title: Partner

Date: 6/23/2022

Department of MANAGEMENT SERVICES
We serve those who serve Florida

State Term Contract 84111600-20-1
For
Financial and Performance Audits

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **Carr, Riggs & Ingram, LLC** (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

a) Special Contract Conditions, Contract Attachment B
b) Contractor's submitted Cost Proposal, Contract Attachment A
c) Customer Contract or Purchase Order(s)
d) Contractor's submitted Technical Proposal, Contract Attachment C
e) Authorized Services List, Contract Attachment D
f) Contractor Information Form, Contract Attachment E
g) No Offshoring, Contract Attachment F
h) Subcontracting, Contract Attachment G

IV. Statement of Work.

a) Scope of Services.

The Contractor will provide Financial and Performance Audit (FPA) services, giving an attestation of whether the financial statements of an audited entity fairly present the financial position, results of operations, and cash flows in conformity with generally accepted accounting principles. This includes audits of financial statements prepared in conformity with standards of accounting issued by the Statement of Federal Financial Accounting Standards (SFFAS). Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Financial and Performance Audits State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace (MFMP) purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Contract).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with FPA services is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

   - Providing executive-level consultation services to the Customer
   - Providing senior-level interface with the Customer and managing daily operations
   - Ensuring the timely performance and completion of all obligations under the PO

- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements
- Allocating financial and human resources and material assets
- Formulating and enforcing work standards
- Participating in the design phase of tasks and ensuring their successful execution

2. Senior Consultant: A minimum of ten (10) years' experience in duties associated with FPA services is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Managing the day-to-day operations
- Ensuring the quality and timely completion of projects or services
- Providing technical and subject matter expertise in fulfillment of Customer SOWs
- Participating as a senior team member providing high-level consulting services
- Planning, organizing, and executing tasks in successful delivery of projects or services
- Developing and defining strategic visions
- Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
- Providing Customer interface in fulfillment of Customer SOWs
- Possessing authority and responsibility for the execution of Customer SOWs
- Planning, organizing, and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on Customer SOWs
- Organizing, directing, and managing support services

3. Consultant: A minimum of five (5) years' experience in duties associated with FPA services is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
- Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
- Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
- Applying a broad set of management skills and technical expertise as a project leader
- Providing solutions through analysis
- Directing subordinates in the completion of tasks orders
- Organizing, directing, and managing support services
- Assigning tasks and overseeing projects or other services under the Customer SOWs
- Directing activities in fulfillment of Customer SOWs

- Training Customer personnel through formal classroom courses, workshops. or seminars

4. Junior Consultant: A minimum of three (3) years' experience in duties associated with FPA services is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. Program and Administrative Support: The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of State of Florida practices.
- Knowledge of standards of accounting issued by Statement of Federal Financial Accounting Standards (SFFAS).

e) Services.

The services the Contractor, through its personnel, may provide include:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements,

statement of fixed assets, budget requests, and variances between estimated and actual financial performance).

- Internal Controls Audits
  - Audit for compliance with laws and regulations such as those governing the bidding for, accounting for, and reporting on grants and contracts including proposals, amounts billed, and amounts due on termination claims.
  - Audit financial reporting and safeguarding of assets including the use of computer-based systems.
- Economy and Efficiency Audits
  - Assess business practices.
  - Evaluate acquisition of appropriate type, quality, and amount of resources at an appropriate cost.
  - Assess duplication of effort by employees and identify work that serves little or no purpose.
  - Evaluate the optimum amount of resources (staff, equipment, and facilities) in producing or delivering the appropriate quantity and quality of goods or services in a timely manner.
  - Evaluate compliance with requirements of laws and regulations that could significantly affect the acquisition, protection, and use of resources.
  - Assess management control systems for measuring, reporting, and monitoring a program's economy and efficiency.
  - Evaluate reported measures of economy and efficiency.
- Program Results and Program Fraud Audits
  - Assess whether the objectives of a new or ongoing program are proper, suitable, or relevant.
  - Determine the extent to which a program achieves a desired level of program results.
  - Assess the effectiveness of the program and/or individual program components.
  - Determine whether the program complements, duplicates, overlaps, or conflicts with other related programs.
  - Assess compliance with laws and regulations applicable to the program

f) <u>Request for Quote(s) Requirement.</u>

1. Customer SOW. Customers needing FPA services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Financial and Performance Audits State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.

- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terns of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.
Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Financial and Performance Audits State Term Contract. The Customer shall select at least three (3) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing will automatically add an additional five (5) randomly selected contractors available under the Financial and Performance Audits State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit FPA services and shall send the RFQ document electronically via email to at least (8) contractors available under the Financial and Performance Audits State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Financial and Performance Audits State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Financial and Performance Audits State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Financial and Performance Audits State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.
Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	$250
Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	$100

For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.
The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;

- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.
The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.
The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.
All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Contract Information form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.
The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.
The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors"

subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.
The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.
Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.
The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.
The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.
Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.
The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.
Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:
Christia Nunnery
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.8X
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8367
Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

CARR, RIGGS & INGRAM, LLC

DocuSigned by:
Brent Sparkman
EEF45A6724F14C4...
Brent Sparkman
Partner, CPA

2/18/2021 | 4:58 PM EST
Date:

STATE OF FLORIDA,
DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
Tami Fillyaw
991459A211104A3...
Tami Fillyaw
Chief of Staff

2/19/2021 | 1:05 PM EST
Date:

Contract Attachment B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department 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), F.S., 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.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State’s Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

REDACTED

CRI CARR RIGGS & INGRAM

CPAs and Advisors

PROFESSIONAL SERVICES

PROPOSAL

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

RFP NO:
06-80101500-J
SERVICE CATEGORY 2:
FINANCIAL AND PERFORMANCE AUDITS

JUNE 9, 2020

PROPOSER

CARR, RIGGS & INGRAM, LLC
2633 CENTENNIAL BLVD, STE, 200
TALLAHASSEE, FLORIDA 32308
850.878.8777

SUBMITTED BY

BRENT D. SPARKMAN, CPA, CFF, CITP
PARTNER - PRIMARY CONTACT
BSPARKMAN@CRICPA.COM
850.878.8777

June 9, 2020

Joel Atkinson, Category Manager
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360.3Z
Tallahassee, FL 32399-0950

Re: RFP No: 06-80101500-J
Technical Proposal – Service Category 2: Financial and Performance Audits

Carr, Riggs & Ingram, LLC (CRI) sincerely appreciates the opportunity to submit the enclosed proposal in response to RFP No: 06-80101500-J, to provide Financial and Performance Audits to the State of Florida, its departments and agencies, and other governmental units that rely on State Term Contracts in their procurement activities.

For the past six years CRI has been honored to provide Financial and Performance Audits to the State of Florida under State Term Contract No. 973-000-14-02. Our work has been universally well respected by the contracting departments and agencies for which we have worked. CRI has always received high vendor ratings which meet or exceed vendor requirements. We have successfully provided a wide variety of services requiring a broad base of knowledge and abilities, and in many cases, we have been able to assist the State in saving significant taxpayer dollars. Our hope is to continue to provide high quality services to the State for the term of the new State Term Contract 84111600-20-1.

CRI has extensive prior experience in delivering high quality financial and performance audits to governmental entities, its highly diverse knowledge and skillset resources, and exceptional ability to provide services statewide. We are confident that our proposal will demonstrate that CRI is the premier vendor to provide the services required by this request for proposals and the anticipated contract.

CRI has 330 partners firm wide, and 91 partners located throughout the State of Florida, that are ready to supervise and execute financial and performance audits of nearly any kind. Our firm's Primary Contact Partner for State Term Contract matters, and the professional to contact for any additional information regarding our proposal, is:

Brent D. Sparkman, CPA, CFF, CITP
Carr, Riggs & Ingram, LLC
2633 Centennial Blvd., Ste. 200
Tallahassee, Florida 32308
850.878.8777
bsparkman@cricpa.com

Again, we express our appreciation for this opportunity, and we look forward to continuing to serve the State of Florida.

Carr, Riggs & Ingram, L.L.C

Carr, Riggs & Ingram, LLC

SERVICES

PROPOSED SOLUTIONS //

CRI proposes to carry out Service Category 2 – Financial and Performance Audits by calling upon its extensive human and technological resources located in the State of Florida and throughout the Southern United States, as illustrated in the graphic below. These resources include highly experienced partners and seasoned staff, with a broad range of education, experience, and expertise that can respond to the varied needs of government agencies and departments quickly and effectively. The statistics below include over **91 PARTNERS, 400 STAFF, IN 22 OFFICES THROUGHOUT THE STATE OF FLORIDA.**

The following pages and attachments include the firm's experience within the governmental sector, a listing of Florida governmental attest and consulting clients, an illustration of CRI's office location footprint in the State of Florida, and a sample of 17 professional bios to highlight just some of the highly qualifed professionals that our firm can provide to meet the Financial and Performance Audit needs in the State of Florida.

FOUNDED IN 1997 • 10 STATES • 25+ MARKETS

1900+ PROFESSIONALS

300+ PARTNERS

TOP 25 CPA FIRM

(as ranked by Accounting Today)

100,000+ CLIENTS

in all 50 states

20+ YEARS OF CONSISTENT GROWTH SINCE FORMATION

CRI FIRM VALUES:

CLIENT SERVICE.

RESPECT.

INTEGRITY.

TAILORED CLIENT SERVICE · RESPECT FOR ALL · UNYIELDING INTEGRITY

MANAGEMENT STRATEGY

- Project Management
- Program Research, Planning, Evaluations
- Analysis on Mission-Oriented Business
- Executive/Management Coaching
- Customized Training
- Policy and Regulation Development
- Process and Productivity Improvement
- Expert Witness
- Advisory Services on Mission-Oriented Business
- Systems Alignment and Consolidation
- Grant Management Services

CRI FAMILY OF COMPANIES

- Auditwerx
- CRI Advanced Analytics
- CRI Capital Advisors
- CRI Solutions Group
- CRI TPA Services
- Level Four Advisory Services
- Paywerx
- Preferred Legacy Trust

CRI'S GOVERNMENTAL EXPERTISE

Audit

450+ governmental entities with annual revenues totaling **$20 Billion**

150+ governmental entities with federal funds totaling **$2.2 Billion**

140+	Single audits for governmental entities

- Single Audit Resource Center's Award for Excellence in Knowledge, Value, and Overall Client Satisfaction
- Member of AICPA's Government Audit Quality Center

Governmental Partner Designations

Including: CPA, CGFM, CITP, CFE, CMA, CISA, CGEIT, CTGA, CFF, CGMA, and CGAP

CLIENTS WITH ANNUAL REVENUES UP TO:

School Districts
$1 Billion

Municipalities
$1.2 Billion

Agencies/Authorities
$3 Billion

CRI CARR RIGGS & INGRAM
CPAs and Advisors
GOVERNMENTS@CRICPA.COM | CRICPA.COM

FLORIDA FOOTPRINT

22 OFFICES ACROSS THE STATE

Bradenton
Clearwater
Crestview
Destin
Ft Pierce
Ft Walton
Gainesville
Jacksonville
Panama City
Port St Lucie
Sarasota
St Augustine
Stuart
Tallahassee
Tampa
Marianna
Melbourne
Niceville
Orlando
Palatka
Palm Beach Gardens
Panama City Beach

PEER REVIEW //

BROWNEDWARDS
certified public accountants

Report on the Firm's System of Quality Control

To the Partners of
Carr, Riggs & Ingram
LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the "firm") applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards,* including compliance audits under the Single Audit Act, audits of employee benefit plans, an audit performed under FDICIA, and an examination of a service organization (SOC 2 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC, applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended June 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

Brown, Edwards & Company, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS

Roanoke, Virginia
October 3, 2019

Your Success is Our Focus

319 McClanahan Street, S.W. • Roanoke, Virginia 24014-7705 • 540-345-0936 • Fax: 540-342-6181 • www.BEcpas.com

FAMILY OF CRI COMPANIES //

- AUDITWERX — A DIVISION OF CARR, RIGGS & INGRAM CAPITAL, LLC

Auditwerx specializes in compliance and attestation services to include SOC 1, SOC 2, SOC 3, and SOC for cybersecurity engagements throughout the United States and Canada. Auditwerx delivers quality, in-depth reports while providing personalized results to help organizations grow their business. As a division of CRI, Auditwerx combines the resources and experience of a large firm with the accessibility and one-to-one attention of a boutique firm.

- CRI CARR RIGGS & INGRAM Advanced Analytics — A DIVISION OF CARR, RIGGS & INGRAM CAPITAL, LLC

CRI Advanced Analytics is an innovation accelerator that identifies and leverages analytic opportunities within organizations across multiple industries to create actionable insights. Our software products deliver data-driven predictive analytics to help forecast and manage critical aspects of your business by packaging deep data science algorithms into user-friendly interactive visualizations and dashboards.

- CRI CARR RIGGS & INGRAM Solutions Group — A DIVISION OF CARR, RIGGS & INGRAM CAPITAL, LLC

Our approach to management consulting helps our clients understand their financials, customer base, market, competition, operations, and revenue drivers. We then work with our clients to create efficiencies, develop process improvements, implement innovations, improve customer experience, streamline operations, and create differentiators to plan for a successful future.

- PREFERRED Legacy Trust — A DIVISION OF CARR, RIGGS & INGRAM CAPITAL, LLC

Preferred Legacy Trust Company's network of professionals provide a tailored approach to trust and estate administration, investment management oversight, family planning and advisory services, family stewardship and philanthropy, and household finance management. Further executing your strategy by way of our relationships with you and your trusted team of advisors, we can address everything from business planning to real estate advisory services. Whether it be charitable gift giving, or private investment strategy, Preferred Legacy Trust Company is committed to knowing and understanding your family and business dynamics in order to scale our breadth of services to meet the goals of each individual and family.

FAMILY OF CRI COMPANIES //

CRI CARR RIGGS & INGRAM
TPA Services
A DIVISION OF
CARR, RIGGS & INGRAM CAPITAL, LLC

CRI TPA Services provides third-party administrative services for employer sponsored retirement plans, with a primary focus on 401(k) Plans, 403(b) Plans, and Defined Benefit Plans. Additionally, we provide these services for non-qualified 457(b) Plans, SIMPLE 401(k)s, SIMPLE IRAs, and SEP IRAs, as well as consulting services to clients on retirement plan best practices, plan design and implementation, and plan corrections. Our ultimate focus on compliance and reducing the worry and stress of operating a retirement plan results in a customized, properly administered plan that best fits your organization's goals.

LEVEL FOUR®
Advisory Services
A DIVISION OF
CARR, RIGGS & INGRAM CAPITAL, LLC

Level Four Advisory Services delivers the proactive approach to financial advice that today's market complexity and volatility demand. Because we believe that a team approach helps ensure you receive truly comprehensive advice and solutions, we work alongside your CRI CPA to supplement your wealth management needs. We are changing the way financial advice is delivered to our clients on life's most important financial decisions.

PAYWERX
A DIVISION OF
CARR, RIGGS & INGRAM CAPITAL, LLC

Paywerx provides comprehensive payroll and workforce management solutions for organizations of any size via an easy-to-use and intuitive interface that streamlines communication at every level. We work with you and trusted advisors, like your accountants, to understand your organization so we can best deliver timely and accurate employee payments while providing you with the information you need to manage your human resources.

CRI CARR RIGGS & INGRAM
Capital Advisors
A DIVISION OF
CARR, RIGGS & INGRAM CAPITAL, LLC

CRI Capital Advisors is a mergers and acquisitions investment banking firm providing solutions for lower-middle-market companies that typically generate between $10 million and $250 million in annual sales. Their combined strength with CRI creates the teamwork needed to navigate large and complex transactions while serving the specific needs of each client.

Contract Attachment D

Authorized Services List

Category 2: Financial and Performance Audits

Carr, Riggs, & Ingram LLC has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 84111600-20-1 for Financial and Performance Audits, Section IV. e) Services:

- Financial Statements Audits - Audit of financial statements prepared in conformity with standards of accounting issued by SFFAS and by the American Institute of Certified Public Accountants (AICPA).
- Audits of Segments of Financial Statements - Audit of financial information (i.e., statement of revenue and expenses, statement of cash receipts and disbursements, statement of fixed assets, budget requests, and variances between estimated and actual financial performance).
- Internal Controls Audits
- Economy and Efficiency Audits
- Program Results and Program Fraud Audits

Contract Attachment E

Department of MANAGEMENT SERVICES
Division of State Purchasing

Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** * * PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY * * ***

Contract Name:	Financial and Performance Audits
Contract Number:	84111600-20-1
Contractor Name:	Carr, Riggs and Ingram, LLC
FEIN:	72-1396621
Website:	www.cricpa.com

*** * * MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION * * ***

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Brent Sparkman		
Email:	bsparkman@cricpa.com		
Phone:	850-878-7777	ext.	5822
Address:	2633 Centennial Blvd, Suite 200		
City:	Tallahassee		
State:	FL		
ZIP:	32308	**+4:**	

Contract Administrator

Contact for escalated customer needs.

Name:	Brent Sparkman		
Email:	bsparkman@cricpa.com		
Phone:	850-878-8777	ext.	5822
Address:	2633 Centennial Blvd, Suite 200		
City:	Tallahassee		
State:	FL		
ZIP:	32308	**+4:**	

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

Contract Attachment F
No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: Carr Riggs & Ingram LLC
Respondent Federal Employer Identification Number (FEIN #): 72-7396621

Authorized Signature: ______________________

Print Name: Brent D. Sparkman

Title: Partner

Date: June 9, 2020

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: ____________________

Company Name: ____________________

Contact: ____________________

Address: ____________________

Telephone: ____________________

Fax: ____________________

Current Office of Supplier Diversity certification of woman-, veteran, or minority-owned small business enterprise Yes ________ No ___________

W-9 verification: Yes ________ No ___________

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.

____

____

____

____

Exhibit B

Contract Attachment A: Cost Proposal
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits

Respondent Name	Carr, Riggs & Ingram, LLC

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. **The Respondent is not required to respond to both Service Categories.** However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. **The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services.** The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts may include cents (e.g. $0.05), but cannot include fractions of cents (e.g. $0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

[redacted]

Service Category 2: Financial and Performance Audits		
JOB TITLE	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant	$270.00	$280.00
Senior Consultant	$180.00	$187.00
Consultant	$150.00	$155.00
Junior Consultant	$125.00	$128.00
Program and Administrative Support	$45.00	$45.00

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Purchase of Police Vehicles	
Requested Action	
Requesting approval to purchase from the State of Florida contract number 25-00000-21 STC with Step One Automotive Group to acquire two (2) police vehicles for the budgeted amount of $70,376.	
Staff Report	
The Procurement Services Department and the Police Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number RFI 23-045 to notify local vendors of the City's intent to utilize other governmental entities' contracts. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that the Council approves the piggyback purchase of the State of Florida contract 25-00000-21 STC. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.	
Additional Analysis	
Fiscal Impact Summary	
The vehicle purchase was included in the prior year's approved budget and will be incorporated into the current budget as part of a future budget amendment with prior year unexpended capital items. Department Account Code: 12521-66400	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	F-150 Quote	F-150 Quote.pdf
2.	RFI 23-045	RFI 23-045.pdf

FORD CRESTVIEW

FT WALTON BCH CDJR

STEP ONE AUTOMOTIVE GROUP
4060 FERDON BLVD
CRESTVIEW, FL 32536
ERIC JORE
GOVERNMENT SALES
CELL 407-234-5116
OFFICE 850-292-4580
E-MAIL
EJORE@STEPONEAUTO.COM

PROPOSAL

NAME CITY OF CLERMONT

EMAIL

ATTN

DATE 1-23-23

22 FORD F-150 POLICE RESPONDER 4X4/AWD	33,473.00
3.5 V-6 ECO BOOST 10 SPEED AUTO TRANS	
POWER WINDOWS AND LOCKS	
PLATFORM RUNNING BOARDS	250.00
TRAILER TOW PKG	1325.00
FOG LAMPS	140.00
TRAILER BRAKE CONTROLLER	
WHITE WITH GREY INT	
STATE CONTRACT 25-00000-21 STC	
UNIT TOTAL	35,188.00
X2	70,376.00
SUBJECT OR PRIOR SALE	

Please return this form

ACCEPTED:__________________

PURCHASER ACKNOWLEDGES:
STEP ONE AUTOMOTIVE IS UNABLE TO GUARANTEE DELIVERY DATES DUE TO MANY FACTORS, NOT LIMITED TO BUT INCLUDING: PRODUCTION SCHEDULES, WEATHER, AVAILABILITY OF RAIL CARS, ETC.

ALL PAYMENTS ARE DUE ON A NET 30 DAY BASIS UPON RECEIPT OF EACH VEHICLE AS INVOICED REGARDLESS OF THE NUMBER OF VEHICLES ON THE PURCHASE ORDER.

We thank you for the opportunity to make this proposal and will appreciate your acceptance. Acceptance of this proposal will not be binding until this proposal is approved here in writing by an official of Step One Automotive. **Return of one copy of this proposal and your purchase order number constitutes your official acceptance.**

Respectfully submitted,
Eric Jore
Government Sales

REQUEST FOR INFORMATION

RFI 23-045

INTENT TO UTILIZE THE FLORIDA STATE CONTRACT TO PURCHASE VEHICLES

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: February 1, 2023

DEADLINE FOR QUESTIONS: February 9, 2023

RESPONSE DEADLINE: February 9, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/clermontfl

City of Clermont

REQUEST FOR INFORMATION

Intent to Utilize the Florida State Contract to Purchase Vehicles

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

Hardcopy responses may be delivered to the City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the Florida State Contract to Purchase Vehicles

1.2. Contact Information

John Graczyk
Deputy Chief
3600 South US 27
CLERMONT, FL 34711
Email: jgraczyk@clermontfl.org
Phone: (352) 536-8410

Department:
Police

1.3. Timeline

Solicitation Release Date	February 1, 2023
Question Deadline	February 9, 2023, 12:30pm
Response Deadline	February 9, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. This is not an invitation to submit a bid or quote. If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

A. Company Name: Ford Crestview Step One Automotive Group

B. Contract Number and Title: State of Florida - Motor Vehicles 25100000-21-STC

C. Length of Contract: Through 05/16/2023

D. Product or Service Provided: Two (2) 2022 Ford F-150 Police Responder AWD

E. Estimated Annual Expenditure: $70,376.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Thursday, February 9, 2023 to advise whether your company can provide any of the products or services mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Purchase of Vehicles for Parks & Recreation	
Requested Action	
Requesting approval to purchase from the Florida Sheriff's Association Contract contract number FSA23-TOY1.0 with Seminole Toyota to acquire two (2) Toyota Tacoma's and three (3) Rav4's in the budgeted amount of $142,388.	
Staff Report	
The Procurement Services Department and the Parks and Recreation Department recommend approval of the above action. In accordance with the direction of the City Council, the Procurement Services Department issued a Request for Interest (RFI) number RFI 23-046 to notify local vendors of the City's intent to utilize other governmental entities' contracts. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that the Council approves the piggyback purchase of the Florida Sheriff's Association Contract contract number FSA23-TOY1.0. The State of Florida contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.	
Additional Analysis	
Fiscal Impact Summary	
The vehicle purchases are included in the current year's approved budget. Department Account Code: 10572-66400 (3 vehicles $90,000) Department Account Code: 10574-66400 (2 vehicles $60,000)	

Fiscal Impact	**Fund Number and Description**	**Available Budget Amount**

Exhibits Attached (copies of original agreements)		
1.	RFI 23-046	RFI 23-046.pdf
2.	Quote	Quote.pdf

REQUEST FOR INFORMATION

RFI 23-046

INTENT TO UTILIZE THE FLORIDA SHERIFFS ASSOCIATION CONTRACT TO PURCHASE VEHICLES

City of Clermont

685 W. Montrose Street

Clermont, FL 34711

RELEASE DATE: February 1, 2023

DEADLINE FOR QUESTIONS: February 9, 2023

RESPONSE DEADLINE: February 9, 2023, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/clermontfl

City of Clermont
REQUEST FOR INFORMATION
Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicles

1. INTRODUCTION

Thank you for your interest in doing business with the City of Clermont. If you are interested in preparing a response to this Request For Information, please read the solicitation package in its entirety prior to submitting a response.

Hardcopy responses may be delivered to the City of Clermont Procurement Services Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

All respondents must be registered with the Florida Department of State and licensed to do business in the State of Florida.

1.1. Summary

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Vehicles

1.2. Contact Information

Brian Forman
Parks and Recreation Director
3700 S Hwy 27
Clermont, FL 34711
Email: bforman@clermontfl.org
Phone: (352) 708-5999

Department:
Parks and Recreation

1.3. Timeline

Solicitation Release Date	February 1, 2023
Question Deadline	February 9, 2023, 12:30pm
Response Deadline	February 9, 2023, 3:00pm

2. RESPONSE PROCEDURES

2.1. Standard RFI

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contracts. This is not an invitation to submit a bid or quote. If no local vendor responds to the RFI, the Procurement Services Department will proceed with utilizing the referenced contract. A local vendor is defined as a business located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

A. Company Name: Seminole Toyota

B. Contract Number and Title: FSA23-TOY1.0

C. Length of Contract: Through September 30, 2023

D. Product or Service Provided: Two (2) Toyota Tacoma's (Item 11) and Three (3) Rav4's (Item 30)

E. Estimated Annual Expenditure: $142,388.00

If you're a local vendor, please contact the Procurement Services Director by email prior to Thursday, February 9, 2023 to advise whether your company can provide any of the products or services mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or service described. Respondents are not to provide pricing. All responses will be evaluated by the Procurement Services Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

SEMINOLE TOYOTA

WWW.SEMINOLETOYOTA.COM

Name:	FLTVT, LLC dba Seminole Toyota
Address:	1160 Rinehart Rd Sanford, FL 32771
Contact:	Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract:	FSA23-TOY1.0
Item #:	FSA Item 11
Vehicle:	Toyota Tacoma access cab SR 4cyl (model 7162)
Price:	$26,605
Options:	None

Price each:	**$26,605**
Total Price:	**$53,210 (2)**

10574-66400

P.O. Box 521747 • Longwood, FL 32752
1160 Rinehart Road • Sanford, FL 32771 • 407-302-8800 • Fax 407-323-3149

SEMINOLE
TOYOTA

WWW.SEMINOLETOYOTA.COM

Name: FLTVT, LLC dba Seminole Toyota
Address: 1160 Rinehart Rd
Sanford, FL 32771
Contact: Sam Bunte, 407-302-8863, sbunte@vtaig.com
Contract: FSA23-TOY1.0
Item #: FSA Item 23
Vehicle: Toyota RAV4 LE (model 4430)
Price: $27,621
Options: None
Price each: **$27,621**

Item #: FSA Item 29
Vehicle: Toyota RAV4 LE AWD (model 4432)
Price: $28,630
Options: None
Price each: **$28,630**

Item #: FSA Item 30 FL SHERIFF'S ASSOCIATION CONTRACT
Vehicle: Toyota RAV4 LE Hybrid (model 4435)
Price: $29,726
Options: None
Price each: **$29,726** (3) $89,178

10572-66400

P.O. Box 521747 • Longwood, FL 32752
1160 Rinehart Road • Sanford, FL 32771 • 407-302-8800 • Fax 407-323-3149

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Justice Assistance Grant (JAG)	
Requested Action	
Recommend approval	
Staff Report	
Officers may at times be forced to respond to situations where they may have to force entry into a residence, school or other structure. The Breaching Door Trainer allows us to train our personnel on the proper mechanics of successfully breaching a door. We will be able to duplicate several real-life environments seamlessly while minimizing training costs by not having to continue to replace training aids.	
Additional Analysis	
Fiscal Impact Summary	
The cost of the Breaching Door Trainer is $9,069.00. The grant is funded for $6,608.00 leaving the city to cover all costs over the grant amount, which is $2,461.00. The budgeted amount of $2,461 will be charged to Capital Equipment 10521-66401-21050.	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 8C074-Federal Award - Agreement	8C074-Federal Award - Agreement.pdf

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

AWARD AGREEMENT

Recipient: City of Clermont

Recipient SAM UEI: T36XEEDA7QZ3

Award Number: 8C074

Award Period: 10/01/2022 – 09/30/2023

Award Title: D-8C074: BREACHING DOOR TRAINER

Federal Funds: $6,608.00

Matching Funds: $0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

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

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

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

Research & Development: No

Indirect Cost: No

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

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

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

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

SCHEDULE OF APPENDICES

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

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

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

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

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

FINANCIAL REPORTING

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

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

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

The final Payment Request shall be submitted to the Department no more than 30 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

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

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

Award Signatures

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

Award ID: 8C074
Award Title: D-8C074: BREACHING DOOR TRAINER
Award Period: 10/01/2022 – 09/30/2023

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: ______________________________

Typed Name and Title: Cody Menacof, Bureau Chief

Date: ______________________________

Recipient
City of Clermont

Signature: ______________________________

Typed Name and Title: Tim Murry, Mayor

Date: ______________________________

***** If using a designee, sign in the "Chief Official Designee" section below. *****

Chief Official Designee (optional)
City of Clermont

Signature: Charles Broadway

Printed Name and Title: Charles Broadway Police Chief

Date: 2-7-23

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number:	8C074
Recipient:	City of Clermont
Award Title:	D-8C074: BREACHING DOOR TRAINER
Award Period:	10/01/2022 - 09/30/2023

Problem Identification

Officers may at times be forced to respond to situations where they may have to force entry into a residence, school, or other structure in an effort to save lives or perform other police functions. A training breaching door allows us to train our personnel on the proper mechanics of a successful breaching of a door, and we will be able to duplicate several real-life environments seamlessly while minimizing training costs by not having to continue to replace training aids.

This project is a priority for our agency because it is imperative that our personnel be properly trained to breach different types of doorways. This product will allow us to better train our personnel, thus allowing us to provide our citizens with the services they deserve.

Currently, our door breaching training has been very limited at best. In an effort to train on this, we must find available aids, which would be existing doors with frames attached. These doors are hard to come by. If these doors are located, often times they are either costly because we may have to buy them, unrealistic for what we may encounter responding to an emergency, or single-use because once we breach the door, the door is no longer effective and needs to be replaced.

This project aligns with the Law Enforcement program area because it is important to properly train officers on how to effectively breach a door. There are various types of emergencies where this training can make the difference between life and death.

The project will enhance our ability to address several of the common priorities outlined. Being a member of a multi-jurisdictional swat team, this project will allow us to train several different agencies on the proper breaching techniques. We will be able to train our current and future personnel in the breaching process thus continuing to develop our agency. The end result of the project and training will allow us to increase our abilities to keep our community safe.

Scope of Work

Upon funding, the Clermont Police Department (CPD) will purchase a training breach door kit. Once received, CPD personnel will be trained on the proper use of the breach door and training on how to respond to various types of emergencies will begin.

The expected outcome is to have all personnel attend and successfully complete agency training on the equipment. A requirement for successfully completing the training is the ability to demonstrate a successful application of the training aid. Once personnel have demonstrated the ability to successfully breach a door, they should be able to apply this newly acquired skill in a real-world application if necessary.

The citizens of the City of Clermont and any other cities that work directly with the City of Clermont will benefit from the project.
The project will be assigned to the police department. Various personnel will be responsible for training the remaining staff on the proper techniques necessary.

The project is portable and can be used in a variety of training setting and environments.

Deliverables will be completed in accordance with the contractual agreement(s) between the subrecipient(s) and their vendor/provider. Minimum performance required for drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report.

All activities discussed in the scope of work or project deliverables are for the equipment to be purchased for this project. Documentation to be provided to OCJG for payment requests include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Appendix B - Deliverables

Award Number:	8C074
Recipient:	City of Clermont
Award Title:	D-8C074: BREACHING DOOR TRAINER
Award Period:	10/01/2022 - 09/30/2023

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

Deliverable 1	**Recipient will use federal grant funds to procure a breaching door trainer.**
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $6,608.00

Appendix C - Approved Budget

Award Number:	8C074		
Recipient:	City of Clermont		
Award Title:	D-8C074: BREACHING DOOR TRAINER		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	$6,608.00	$0.00	$6,608.00
	Grant Funded	Match	Total

Standard Budget Terms

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

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

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

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

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

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Trainer Breaching Door	(1) Breaching door trainer @ $9,069.00. The City of Clermont will cover all cost over the allocated award amount.	$6,608.00	$0.00	$6,608.00
		D. Equipment Subtotal:		**$6,608.00**

Appendix D: Award Contacts

Award Number:	8C074
Recipient:	City of Clermont
Award Title:	D-8C074: BREACHING DOOR TRAINER
Award Period:	10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Jason Sayre
Title: Lieutenant
Address: 3600 S US 27
Clermont, FL 34711
Phone: 3525368413
Email: jsayre@clermontfl.org

Recipient Chief Official (CO)

Name: Tim Murry
Title: Mayor
Address: 685 W. Montrose St.
Clermont, FL 34711
Phone: 352-394-4081
Email: tmurry@clermontfl.org

Recipient Chief Financial Officer (CFO)

Name: Pamela Brosonski
Title: Finance Director
Address:
Clermont, FL 34711
Phone: 352-241-7365
Email: pbrosonski@clermontfl.org

Recipient Additional Point of Contact (POC)

Name: Scott Keys
Title: Finance
Phone: 352-536-7324
Email: skeys@clermontfl.org

Appendix E: Special Conditions

Award Number:	8C074
Recipient:	City of Clermont
Award Title:	D-8C074: BREACHING DOOR TRAINER
Award Period:	10/01/2022 - 09/30/2023

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

W0001 WITHHOLDING OF FUNDS: An incomplete recipient Management and Compliance Questionnaire (SMQ) was provided at the time of application; specifically page numbers were not provided for all "yes" responses in section VIII. Prior to the drawdown of funds, a completed SMQ must be submitted to the Office of Criminal Justice Grants.

S0001 The recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All award procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

S0002 At the time of application, the recipient had not submitted a current EEO Plan (Utilization Report) to the Office of Criminal Justice Grants. The recipient must provide an EEO Plan to the Office of Criminal Justice Grants at monitoring.

S0003 During application review, it was noted the recipient's EEO Plan (Utilization Report) will be expiring within the next 60 days. The recipient must provide a new EEO Plan to the Office of Criminal Justice Grants at monitoring.

S0004 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

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

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

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

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

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

Code of Federal Regulations: www.gpo.gov/fdsys/
2 C.F.R. §175.15(b), Award Term for Trafficking in Persons
28 C.F.R. §38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

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

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf and
http://dos.myflorida.com/media/698314/gs2-sl-2017-final.pdf

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

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance
(https://www.bjs.gov/index.cfm?ty=tp&tid=47)
(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance
(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

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

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

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

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

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

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

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

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

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

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

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

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

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

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

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

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

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

SECTION I: TERMS AND CONDITIONS

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

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

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

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

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

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

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

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

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

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

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

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

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

10.0 **The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0 **Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

12.0 **Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

13.0 **Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0 **Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0 **Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0 **General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0 **Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0 **For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 **Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) – The recipient must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

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

3.0 **Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Partnerships with Faith-Based and other Neighborhood Organizations The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

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

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/Grants/Contacts.

11.0 Retaliation - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

13.0 Pass-through Requirements - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

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

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

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

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

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** – Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

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

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

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

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

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

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

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

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

All reports must relate financial data to performance accomplishments.

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

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

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

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

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

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

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

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

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

2.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

4.0 **Award Closeout -** Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

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

6.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.

7.0 **Retention of Records -** The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://fldoswebumbracoprod.blob.core.windows.net/media/703328/gs1-sl-2020.pdf.

8.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 **Single Annual Audit -** Recipients that expend $750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

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

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

Recipients that expend less than $750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

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

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

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

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at
https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

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

6.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source costing $10,000 or more, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the recipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

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

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

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

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

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants

FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

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

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

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

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

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

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

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

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

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. ***[Federal Award Number]*** *awarded by the* ***[Bureau of Justice Assistance/Bureau of Justice Statistics]****, Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."*

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

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

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

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

14.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

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

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

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

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

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

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

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

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

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

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

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

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

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

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

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

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

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

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

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

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

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

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

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

3.0 **National Historic Preservation Act** – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

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

5.0 **Disclosures**

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

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

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act -** The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

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

14.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).
Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held,

instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

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

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

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

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

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

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

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

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

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

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

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

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

22.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

24.0 For PSN: Media-related Outreach - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Ordinance No. 2023-008 *Intro* *A&M 4 Cans, LLC.*	
Requested Action	
Request Introduction of Ordinance No. 2023-008.	
Staff Report	
This Ordinance will grant a non-exclusive Garbage Collection Franchise to A&M 4 Cans, LLC for commercial collection. A&M 4 Cans, LLC will be required to pay the established franchise fees for garbage collection. Exhibit A is attached to the Ordinance, which is the proposed non-exclusive commercial roll-off solid waste container collection and disposal agreement between the City of Clermont and A&M 4 Cans, LLC.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 2023-008 -A&M 4 Cans - Garbage Franchise (01.30.2023)	2023-008 -A&M 4 Cans - Garbage Franchise (01.30.2023).pdf
2. Garbage franchise application	Garbage franchise application.pdf
3. Legal Ad	Legal Ad.pdf

CITY OF CLERMONT
ORDINANCE NO. 2023-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO A&M 4 CANS, LLC. PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Lake County, Florida as follows:

<u>SECTION 1</u>.

The City, acting by and through its City Council, hereby grants unto A&M 4 Cans, LLC., its successors and assigns, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

<u>SECTION 2</u>.

The rights granted herein shall specifically not include:

1. the collection and disposal of all residential refuse;

2. the collection and disposal of all commercial refuse generated by establishments which:

   (a) utilize 12 or less refuse cans per pick up each with a capacity not exceeding 30 gallons and/or

   (b) require service two or less times per week.

<u>SECTION 3</u>.

The City hereby grants a non-exclusive franchise to A&M 4 Cans, LLC. and A&M 4 Cans, LLC will agree to collect and dispose of commercial refuse other than that described in Section 2 of this Ordinance under the conditions set forth in this Ordinance and in the Franchise Agreement attached hereto and incorporated herein as Exhibit “A”.

<u>SECTION 4</u>.

A&M 4 Cans, LLC. shall be an independent contractor and shall enter into a contract with City that provides, among other things, that A&M 4 Cans, LLC. shall covenant to hold harmless and indemnify and indemnify the City for any and all damages, including attorney fees, arising out of directly or indirectly and/or by virtue of any claim, whether actual or threatened, of whatsoever nature resulting from the activities of A&M 4 Cans, LLC., its agents, servants or employees, within or without the city limits. A&M 4 Cans, LLC. will, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by A&M 4 Cans, LLC., its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of $1,000,000 per person and $3,000,000 per occurrence, and for not less than $100,000 for damages to property per occurrence.

SECTION 5.

A&M 4 Cans, LLC. shall post with the City a surety bond or letter of credit in the amount of $100,000 guaranteeing the faithful performance by it of all of its obligations and covenants under said Contract.

SECTION 6.

This Franchise and the Contract between the City and A&M 4 Cans, LLC. shall be in full force and effect until A&M 4 Cans, LLC., commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice.

SECTION 7.

A&M 4 Cans, LLC. shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont.

SECTION 8.

This Ordinance and the Franchise granted thereby are applicable to all lands lying within the corporate limits of the City and shall be applicable with equal force to any additional lands hereinafter included within the corporate limits of the City, and no such addition of lands or to be excluded from the corporate limits as the same presently exist, shall invalidate this Ordinance or the Franchise granted hereunder, or constitute a basis for any adjustment to or claim under any contract which may be executed under the authority of this Ordinance.

SECTION 9.

All ordinances and/or parts of ordinances which are in conflict with this Ordinance are hereby repealed and same shall be of no further force and effect.

SECTION 10.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its second reading and Final passage.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2023.

CITY OF CLERMONT

____
Tim Murry, Mayor

ATTEST:

____
Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Daniel F. Mantzaris, City Attorney

EXHIBIT "A"

CITY OF CLERMONT

NON-EXCLUSIVE COMMERCIAL ROLL-OFF SOLID WASTE CONTAINER COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of February, 2023, by and between the City of Clermont, Florida ("City"), and A&M 4 Cans, LLC., whose address is 18147 Coralwood Lane Groveland, FL 34736 ("Grantee").

RECITALS:

WHEREAS, City as a municipal corporation of the State of Florida has the authority and right to regulate the use of public right-of-way and related facilities in conjunction with the commercial activity of the collection and disposal of commercial waste; and

WHEREAS, Grantee has requested the City grant to it a non-exclusive franchise right to operate within the incorporated municipal limits of the City of Clermont; and

NOW THEREFORE the parties do hereby agree as follows:

SECTION 1 Definitions. Definitions of terms used in this Ordinance:

(A) "Refuse" includes all garbage and other trash generated by citizens of the City and businesses within the City.

(B) "Residential Refuse" is that refuse generated by residents of the City.

(C) "Commercial Refuse" is that refuse generated by commercial and industrial establishments presently operating in the City and any such establishment which may begin operative during the term of the Contract contemplated herein. Multi-family residential may be considered commercial use.

SECTION 2 Grant of Franchise.

Pursuant to City of Clermont Ordinance No. 2023-008, the City hereby grants to Grantee, and the Grantee hereby accepts, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2023-008 as passed on February 28, 2023, hereinafter "the Ordinance". Grantee agrees to comply with all provisions of the Ordinance, as amended from time to time by the City in the lawful exercise of its Police Powers.

SECTION 4 Compliance with other Federal, State, and Local requirements.

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations. Failure on the part of the Grantee to comply with material requirements of this Agreement, the Ordinance or/and any other local, state or federal law, ordinance, or rule or regulation relating to the collection and disposal of solid waste will result in the cancellation of this Franchise.

SECTION 5 Insurance, Indemnification, Hold Harmless and Duty to Defend.

(a) Grantee shall, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Grantee, it servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of $1,000,000 per person and $3,000,000 per occurrence, and for not less than $100,000 for damages to property per occurrence. In the event that said policy is ever canceled or terminated, Grantee shall notify City immediately with the name and proof of the replacement insurance carrier and policy.

(b) Grantee does hereby agree to indemnify, hold harmless and defend City from any and all causes of actions or claims of any kind for damages of any kind, including attorney fees, whether actual or threatened, and related in any matter, directly or indirectly to the Grantee's exercise of any rights granted hereunder, either within or without the City limits.

(c) Nothing herein shall be construed or act as a waiver of any sovereign immunity the City may enjoy in accordance with applicable law, the protection of which the City expressly reserves.

SECTION 6 Limitation of Grant of Franchise.

The non-exclusive franchise right granted herein is limited by the Ordinance and shall specifically not include the following to the following:

(a) the collection and disposal of all residential refuse;

(b) the collection and disposal of all commercial refuse generated by establishments which:

(1) utilize twelve (12) or less refuse cans per pick up each, with a capacity not exceeding thirty (30) gallons and/or

(2) require service two or less times per week

SECTION 7 Service Requirements.

Any and all services to be provided hereunder by Grantee shall be performed in accordance with applicable professional standards, this Agreement, the Ordinance, and all Local, State and Federal Laws. In addition thereto, Grantee shall act as follows:

(a) All commercial waste to be picked up by Grantee will be stored in standard manufactured, mechanically serviced containers approved by the City. Grantee will supply such containers as needed by customers. Location of containers is subject to City approval.

(b) Size of containers and frequency of service will be agreed upon by Grantee and each customer. Minimum container size shall be two cubic feet. Containers will be disinfected a minimum of once per week to remove all noxious and/or obnoxious odors.

(c) The rates for each individual customer are to be negotiated between Grantee and each customer it serves. The City and each customer shall be notified of any proposed rate change at least sixty (60) days prior to the effective date of the rate change.

(d) Grantee, its agents, servants or employees shall collect refuse collected hereunder in enclosed, standard, packer-type vehicles approved by the City, and shall perform their obligations hereunder in a courteous, workmanlike manner so as not to create a nuisance for any of the residents of the City. All such commercial refuse collected hereunder shall be disposed in a lawful manner.

(e) Grantee shall have the sole responsibility for the billing and collection of charges provided hereunder. Billings shall be monthly and payable on or before the 15th day of the succeeding month. In the event bills are not paid within this time, Grantee shall have the right to discontinue service for non-payment. Nothing herein shall be construed or act as an acknowledgement or guarantee by City of any fees or billings owed to Grantee.

(f) Collection shall be made during hours as set forth in a schedule approved by the City. All collection will be made as quietly as possible.

SECTION 8 Payment of Franchise Fee.

Grantee shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont. Grantee shall provide an annual audit report to the City showing gross annual billings and receipts, if requested by the City. Fees to be assessed commencing with the first billing of any customer. In the event services have been provided prior to this agreement, all past due fees calculated from the first billing shall be paid within thirty (30) days of this Agreement.

SECTION 9 Posting of Performance Bond.

Within thirty (30) days of the execution of this Agreement, Grantee shall provide to the City, and at all times thereafter shall maintain in full force and effect for the term of this Franchise or any renewal thereof, at Grantee's sole expense, a performance bond or letter of credit with a company or financial institution and in a form approved by the City in its sole discretion, in the amount of one hundred thousand dollars ($100,000), consistent with the requirements of the Ordinance and this Agreement.

SECTION 10 Term, Termination and Assignment.

This Franchise and this Agreement shall be in full force and effect until July 10, 2013, commencing immediately; and this Franchise and Contract shall thereafter by automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice sent via U.S. registered or certified mail, return receipt requested, to the other party. This Franchise and the Contract between the City and Grantee may be assignable to an affiliated company by Grantee after it has first obtained the consent of the City for such assignment. In the event of default of any of the terms of the Ordinance of this Agreement, City may terminate this agreement after providing to Grantee thirty (30) days written notice and an opportunity to cure.

SECTION 11 Notice, Proper Form.

Any notices required or allowed to be delivered hereunder or under the Ordinance shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated or (2) upon mailing of such notice when deposited in United States Mail, postage prepaid, certified mail, return receipt requested, Federal Express or courier, addressed to a party at the address set forth opposite of the party's name below, or such other address as the party shall specify by written notice to the other party delivered in accordance herewith:

City:	City of Clermont Attention: City Clerk 685 W. Montrose Street Clermont, FL 34711
Grantee:	A&M 4 Cans, LLC. Attention: Anand Ramlakhan 18147 Coralwood Lane Groveland, FL 34736

SECTION 12 Disclaimer of Third Party Beneficiaries.

This agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective successors in interest. No right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any person not a party to this Agreement or a successor in interest.

SECTION 13 Severability.

This Agreement is declared by the parties to be severable.

SECTION 14 Applicable Law and Venue.

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any cause of action hereunder shall be exclusively in Lake County, Florida.

SECTION 15 Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein may be only by the parties hereto and only in writing.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

CITY OF CLERMONT, FLORIDA

____
Tim Murry, Mayor

ATTEST:

____
Tracy Ackroyd Howe, MMC
City Clerk

GRANTEE:

By: _______________________________

Title: ______________________________

ATTEST: ________________________

Title: ____________________________

CLERMONT

Franchise Application

1. Applicant Contact Information:

Name of franchise applicant (Company Name): A M4 CANS LLC

Contact person *(if different than applicant)*: ______ Title: ______

Physical address: 13147 CORALWOOD LN GROVELAND FL. 34736

Mailing address *(if different from physical address)*: ______

Business phone number: 407-402-8755 Fax number: ______

Email address: AM4 CANS @ gmail.com

Type of Franchise Being Sought (Check All that Apply):

____ Commercial Waste ✓ Roll Off Container

2. Franchise Information:

Applicant type for a commercial franchise: ☐ Individual ☐ Partnership *(see below)* ☑ Corporation *(see below)*

If the applicant type is a:

- Partnership, or
- Corporation

Provide the name(s) and business address(s) of the principal officers and stockholders and other persons havinga financial or controlling interest in the partnership or corporation; **provided, however,** that if the corporation is a publicly owned corporation having more than twenty five (25) shareholders, then only the names and business addresses of the local managing officers shall be provided (attach additional sheets if necessary):

Name(s):	Business Address(s):
MARLYN RAMLAKHAN	13147 CORALWOOD LN. GROVELAND 34736

Corporation/Partnership Applicant Signature and Verification of Code Compliance

State of FLORIDA
County of LAKE

Before me, the undersigned authority, this day personally appeared ANAND RAMLAKHAN (Name), hereinafter "Affiant", as OWNER (Title) of A&MA CANS LLC (Name of Business), a FLORIDA (State) LLC (Type of Business - corporation, partnership, LLC, LLP, etc.) (hereinafter, "Business"),

who, being by me first duly sworn, upon oath, deposes and says:

1. That the Affiant has full authority to execute this affidavit on behalf of the Business;
2. That the Affiant is the duly authorized representative of the Business, which is requesting approval of a solid waste commercial franchise;
3. That the information provided within the preceding application is true and correct; and
4. That the Affiant has read, and certifies that the Business will comply with, if awarded a franchise, all provisions of the Clermont Franchise Agreement, and all other applicable provisions of Clermont City Code pertaining to the collection and disposal of residential and commercial waste.

FURTHER Affiant sayeth not.

Anand Ramlakhan
(Signature)

ANAND RAMLAKHAN
(Print Name and Title)

For, and on behalf of,
A&MA CANS LLC
(Name of Business)

Ann Marie Eubank
Notary Public

My Commission Expires: 6/18/23

Notary Public State of Florida
Ann Marie Eubank
My Commission GG 312975
Expires 06/18/2023

Individual Applicant Signature and Verification of Code Compliance

State of FLORIDA
County of LAKE

Before me, the undersigned authority, this day personally appeared ANAND RAMLAKHAN (Name),

hereinafter "Affiant", who, being by me first duly sworn, upon oath, deposes and says:

1. That the Affiant is requesting approval of a solid waste commercial franchise;
2. That the information provided within the preceding application is true and correct; and
3. That the Affiant has read, and certifies that the Business will comply with, if awarded a franchise, all provisions of the Clermont Franchise Agreement, and all other applicable provisions of Clermont City Code pertaining to the collection and disposal of residential and commercial waste.

FURTHER Affiant sayeth not.

Anand Ramlakhan
(Signature)

ANAND RAMLAKHAN
(Print Name)

Ann Marie Eubank
Notary Public

My Commission Expires: 6/18/23

NOTARY PUBLIC STATE OF FLORIDA
Notary Public State of Florida
Ann Marie Eubank
My Commission GG 312975
Expires 06/18/2023

Division of Corporations
an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
A&M 4 CANS L.L.C.

Filing Information

Document Number	L21000105017
FEI/EIN Number	86-2724574
Date Filed	03/04/2021
Effective Date	03/03/2021
State	FL
Status	ACTIVE

Principal Address

18147 CORALWOOD LANE
GROVELAND, FL 34736 UN

Mailing Address

18147 CORALWOOD LANE
GROVELAND, FL 34736 UN

Registered Agent Name & Address

RAMLAKHAN, ANAND
18147 CORALWOOD LANE
GROVELAND, FL 34736

Authorized Person(s) Detail

Name & Address

Title MGR

RAMLAKHAN, ANAND
18147 CORALWOOD LANE
GROVELAND, FL 34736

Title AMBR

RAMLAKHAN, MARLYN
18147 CORALWOOD LANE
GROVELAND, FL 34736

Annual Reports

Report Year	**Filed Date**

2022	02/03/2022

Document Images

02/03/2022 -- ANNUAL REPORT	View image in PDF format
03/04/2021 -- Florida Limited Liability	View image in PDF format

LOCALiQ
FLORIDA

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	01/30/2023
Order Number:	8385820
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	50.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/14/2023 - 02/14/2023	Govt Public Notices
LEE dailycommercial.com	1	02/14/2023 - 02/14/2023	Govt Public Notices

Total Order Confirmation	**$89.00**

LEGAL NOTICE

On Tuesday, February 28, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the following proposed ordinance.

ORDINANCE NO. 2023-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO A&M 4 CANS, LLC. PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the office of the City Clerk, 685 West Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 14, 2023

8385820 2/14/2023

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, February 14, 2023	
Agenda Item Name	
Ordinance No. 2023-013 *Intro* *Recodification*	
Requested Action	
Staff Report	
The City Code was last updated and codified in its entirety in November 2008. Civic Plus, formerly known as Municipal Code Corporation, has been working with the City to address obsolete and other provisions requiring amendment or revision in the City Code. A summary of the substantive changes recommended and reviewed by City staff and the City attorney is attached. The proposed ordinance will adopt all of these changes and serve as an update and recodification of the entire City Code.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. 2023-013 - Codification 2023 (02.07.2023)	2023-013 - Codification 2023 (02.07.2023).pdf
2. Substantive Changes	Substantive Changes.pdf
3. Legal Ad	Legal Ad.pdf

CITY OF CLERMONT
ORDINANCE NO. 2023-013

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ENACTING A RECODIFIED CODE OF ORDINANCES FOR THE CITY OF CLERMONT; REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY PERTAINING TO SUBJECTS EMBRACED IN SAID CODE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, certain existing general ordinances of the City of Clermont are obsolete or superseded by law, and the manner of arrangement, classification and indexing of the ordinances within the Code are insufficient to meet the immediate needs of the City, and

WHEREAS, the acts of the state legislature of the state of Florida empower and authorize the governing body of the municipality to revise, amend, restate, codify and to compile any existing ordinance or ordinances and all new ordinances not heretofore adopted or published and to incorporate said ordinances into one ordinance in book form, and

WHEREAS, the City Council of the City of Clermont has authorized a general compilation, revision, amendment and codification of the ordinances of the City of a general and permanent nature and publication of such ordinances in book form.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Florida, as follows:

SECTION 1.

The general ordinances of the City of Clermont, consisting of ordinances as herein revised, amended, restated, codified and compiled in book form that has been prepared by Civic Plus formally known as Municipal Code Corporation in 2022, and that is contained in the copy which is attached hereto and incorporated herein by reference, are adopted as and shall constitute the "Code of Ordinances of the City of Clermont, Florida". The Code shall be treated and considered as a new, original comprehensive ordinance which consists of all general and permanent ordinances of the City of Clermont, enacted up to and including this Ordinance.

SECTION 2.

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the City Council to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Clermont, Florida", shall be understood and intended to include such additions and amendments

SECTION 3.

A copy of the Code shall be kept on file in the Office of the City Clerk preserved in loose leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of the City Clerk, or designee, to insert in their designated places all amendments, ordinances, or resolutions which indicate the intention of the City Council to make the same a part of such Code when the same have been printed or reprinted in page form, and to extract from such Code all provisions which from time to time may be repealed by the City Council. This copy of such Code shall be available for all persons desiring to examine the same.

SECTION 4.

It shall be unlawful for any person to change or alter by additions or deletions, any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in such manner whatsoever which will cause the laws of the City of Clermont to be misrepresented thereby. Any person violating this section shall be punished as provided by applicable law.

SECTION 5.

Whenever in such Code an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor by the City Council, or whenever in such Code the doing of any act is required or the failure to do any act is declared to be unlawful by the City Council and no specific penalty is provided therefore, the violation of any such provision of such Code shall be punished as provided in Section 1-15.

SECTION 6: CONFLICT

Any portion of the Code of Ordinances, City of Clermont, Florida or any ordinance or part thereof in conflict with this ordinance is hereby repealed to the extent of such conflict.

SECTION 7: SEVERABILITY

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 8: ADMINISTRATIVE CORRECTION

This Ordinance may be re-numbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or designee, without need of public hearing, by filing a corrected or re-codified copy of same with the City Clerk.

SECTION 9: PUBLICATION AND EFFECTIVE DATE

This Ordinance shall be published as provided by law and it shall become law and shall take effect immediately upon its Second Reading and Final Passage.

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of February, 2023.

CITY OF CLERMONT

____
Tim Murry, Mayor

ATTEST:

____
Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Daniel F. Mantzaris, City Attorney

Roger D. Merriam
Senior Code Attorney, Municode
(Admitted to Practice in Florida)
rdm@municode.com 1-800-262-2633, ext. 7087 (1-850-692-7087)

September 26, 2022

TO: **ALL CONCERNED**

RE: **CITY OF CLERMONT RECODIFICATION—SUBSTANTIVE CHANGES**

This memorandum outlines the substantive changes that will be promulgated in city ordinances by the adoption of the new Code. All references are to the current Code unless stated otherwise

SUBPART A. GENERAL ORDINANCES

Chapter 1. General Provisions

This chapter has been revised in full. Code 2008, § 1-14, is deleted as covered by F.S. § 839.13, adopted by reference in Code § 42-1 (New Code § 24-1).

Chapter 2. Administration

Article II. City Council

Sec. 2-33. Compensation of mayor and councilmembers. In subsections (a) and (b), deleted the first sentences as covered by the third sentences. (New Code § 2-21)

Sec. 2-34. Meetings. Delete the last sentence as covered by F.S. § 286.011. (New Code § 2-22)

Article III. Board, Committees and Commissions

Division 2. Planning and Zoning Commission

Sec. 2-83. Rules of procedure. So as to avoid adoption by reference problems, altered the reference to *Robert's Rules, Newly* to be to the 11th edition thereof, (New Code § 101-69)

Article IV. Officers and Employees

Division 1. Generally

Sec. 2-106. City engineer; office authorized. Deleted as not needed. This section grants authority to the council.

Article V. Code Enforcement

Division 2. Code Enforcement Board

Sec. 2-206. Created; jurisdiction; powers and duties; enforcement by courts. In subsection (e), as Municode has changed code enforcement special magistrate to code enforcement board throughout the city Code and the Land Development Code, deleted the references to same in this subsection. (New Code §)

Division 3. Code Enforcement Citations

Sec. 2-215. Initiation; notice. Deleted as covered by (and in conflict with) F.S. 163.02(1)—(3).

Sec. 2-217. Conduct of hearings. Deleted subsection (b) as covered by F.S. § 162.07(2). (New Code § 1-99)

Sec. 2-218. Findings of fact; issuance of order. Deleted as covered by F.S. § 162.07(4).

Sec. 2-219. Administrative fines. Deleted as covered by (and in conflict with) F.S. § 162.09(1), (2).

Sec. 2-220. Liens—Generally. Delete as covered by (and in conflict with) F.S. § 162.09(3).

Sec. 2-221. Same—Duration. Delete as covered by (and in conflict with) F.S. § 162.10.

Sec. 2-223. Notices. Delete as covered by (and in conflict with) F.S. § 162.12. (New

Sec. 2-227. Procedures; investigation of violations; issuance of citations. (New Code § 1-132)

1. Deleted subsections (b) and (c) as covered by (and in conflict with) F.S.. § 162.21(3)(a)—(3)(c).

2. In subsection (k), altered to be consistent with the provisions of F.S. § 162.21(6) by changing “a person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a violation of this Code and punished pursuant to section 1-15” to “a person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.”

Chapter 6. Alcoholic Beverages

Sec. 6-3. Consumption or possession upon public property; penalty. Deleted subsection (j) as covered by New Code § 1-7. Ordinance violations are not misdemeanors. See F.S. § 775.08(2). (New Code § 4-3)

Chapter 10. Animals

Article I. In General

Sec. 10-10. Liberal construction. Deleted as covered by New Code § 1-2(1).

Article IV. Rabies-Susceptible Animals

Sec. 10-76. Reporting and confinement of rabies-susceptible animals which have bitten people or appear to have rabies. In subsection (b), updated the state law reference to be to F.A.C. 64D-3.029. (New Code § 6-76)

Chapter 14. Buildings and Building Regulations

Throughout this chapter changed planning and zoning department to building services department. (New Code ch. 8)

Article III. House Numbering

Sec. 14-96. Planning and zoning department to assign numbers. Changed planning and zoning department to building services department. (New Code § 8-101)

Chapter 34. Environment

Throughout this chapter change planning and zoning department to planning and development services department. (New Code ch. 18)

Article II. Noise

Sec. 34-40. Enforcement. Revised subsection (b)(3) to tie penalty to new Code § 1-7. Ordinance violations are not misdemeanors. See F.S. § 775.08. (New Code § 18-28)

Sec. 34-42. Liability of enforcement officer. Deleted as beyond the power of the town to provide.

Sec. 34-43. Administration. Delete the first sentence as not needed. (New Code § 18-31)

Chapter 42. Offenses

Sec. 42-5. Fire department property; tampering, damaging or destroying. Deleted as adequately covered by F.S. § 806.13.

Sec. 42-9. Public lands; selling goods or parading thereon. Deleted the reference to parades as superseded by Code ch. 54, art. IV. (New Code § 24-7)

Sec. 42-16. Prohibited residences for sexual offenders. In subsection (d), deleted the penalty for a second offense as in conflict with F.S. § 166.22. (New Code § 24-14)

Chapter 46. Pensions and Retirement

Article III. Police Officers' Retirement Plan

Sec. 46-72. Conviction and forfeiture; false, misleading or fraudulent statements. As ordinance violations are not misdemeanors (see F.S. § 775.08), deleted subsection (b) so that the penalty in new Code § 1-7 applies. (New Code § 28-77)

Article IV. Firefighters' Retirement Plan

Sec. 46-122. Conviction and forfeiture; false, misleading or fraudulent statements. As ordinance violations are not misdemeanors (see F.S. § 775.08), deleted subsection (b) so that the penalty in new Code § 1-7 applies. (New Code § 28-136)

Chapter 54. Streets, Sidewalks and Other Public Places

Article IV. Special Events

Sec. 54-100. Purpose and intent. Change development services department to planning and development services department. (New Code § 32-141)

Article V. Park and Recreation Areas

Sec. 54-120. Noise and other conduct. So as to avoid constitutional problems, restricted the language prohibition to apply only to language that is reasonably foreseeable to provoke an immediate breach of the peace. (New Code § 26-28)

Sec. 54-122. Injuring, interfering with, etc., buildings and other property. Deleted as adequately covered by F.S. § 806.13.

Chapter 58. Taxation

Article IV. Local Business Tax

Sec. 58-119. Qualifications of applicants. Changed planning and zoning department to building services department. (New Code § 34-129)

Chapter 62. Traffic and Vehicles

Article I. In General

Sec. 62-1. Permits for parades, processions and sound trucks.

1. Deleted the reference to parades as superseded by Code ch. 54, art. IV.

2. Deleted the reference to sound trucks as superseded by Code ch. 34, art. II.

The net result is that this section is deleted in full.

Sec. 62-39. Parking for certain purposes prohibited, sale of motor vehicles, prohibited acts. Altered subsection (d) (*which provision grants authority to local* *governments)* to allow towing and deleted subsection (j) (*which provision grants authority to local governments*) as not needed. (New Code § 36-29)

Article IV. Commercial Megacycles

Sec. 62-57. Requirements for drivers and other personnel. In subsection (3)(e), avoided constitutional problems by restricting the language prohibition to language that is reasonably foreseeable to provoke an immediate breach of the peace. (New Code § 36-79)

Chapter 66. Utilities

Changef all references to utility department or utilities department to public services department. Changed all references to utility director or utilities director public services (New Code ch. 38)

Article I. In General

Sec. 66-4. Septic tanks and cesspools; sewer connections.

1. Delete subsection (a) as superseded by Code § 66-78.

2. Delete subsection (b) as superseded by Code § 66-6.

The above results in the deletion of Code § 66-4.

Article III. Public Sewer Use

Sec. 66-79. Building sewers and connection. In subsection (a), changed planning and zoning department to city. (New Code § 38-81) The same change is made in § 66-13. (New Code § 38-12)

Article VII. Water Efficient Irrigation and Landscape

Division 2. Irrigation

Sec. 66-218. Irrigation system design. Changed planning and zoning department to planning and development services department. (New Code § 18-248)

SUBPART B. LAND DEVELOPMENT CODE

Chapter 86. Administration

Article III. Orders and Permits

Division 3. Conditional Use Permits

Sec. 86-149. Development agreements. (New Code § 101-217)

1. In subsection (c)(4), deleted the references to the department of community affairs. See F.S. § 163.3235.

2. In subsection (f), deleted the language about the department of community affairs. See F.S. § 163.3239.

Chapter 90. Concurrency Management

Changed planning and zoning department to planning and development services department. (New Code ch. 103)

Article I. In General

Sec. 90-1. Purpose and intent of chapter. In subsection (a), deleted the reference to repealed F.A.C. § 9J-5.0055. (New Code § 103-1)

Sec. 90-7. Estimation of demand for proposed development. Deleted the last paragraph of subsection (a); it is based upon deleted ch. 90, art. II. (New Code § 103-7)

Article II. Transportation Proportionate Fair Share

Deleted as obsolete. This article implemented now repealed F.S. § 163.3180(16). It also cited repealed F.S. § 163.3180(12).

Chapter 94. Environmental Protection

Article V. Well Field and Aquifer Protection

Sec. 94-136. Prohibited uses and structures in well field protection zones. Deleted dsubsection (a)(1). It references nonexistent F.A.A. 69L-41. (New Code § 105-24)

Sec. 94-139. Groundwater recharge areas aquifer protection standards. Deleted subsection (b) it implements repealed F.S. § 373.0391. (New Code § 105-27)

Chapter 98. Parking and Vehicular Use Areas

Sec. 98-7. Level, reserved parking spaces for handicapped persons. Changed physically handicapped persons to physically disabled persons. (New Code § 115-7)

Chapter 102. Signs

Sec. 102-8. Prohibited signs; exceptions. Delete subsection (20) as unconstitutional. See Krantz v. City of Fort Smith, 160 F.3d 1214 (8th Cir. 1998) *cert. den*1527 U.S. 1037, 19 S. Ct. 2397 144 L. Ed. 2d 797; Klein v. City of San Clemente, 584 F.3d 1196 (9th Cir. 2009). (New Code § 117-8)

Chapter 118. Vegetation

Article III. Trees

Division 2. Tree Board

Sec. 118-91. Preparation of tree plan. Changed reference to city beautification committee to city staff. (New Code § 123-77)

Chapter 122. Zoning

Change planning and zoning department to planning and development services department. (New Code ch. 125) However, in Code § 122-34(d) (New Code § 125-24(d)), changed planning and zoning department to building services department.

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FLORIDA

Order Confirmation
Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City Of Clermont-Legals P.O. BOX 120219 CLERMONT FL 34712
Contact Name:	City Clerk
Contact Phone:	(352) 708-5997
Contact Email:	
PO Number:	

Date:	02/07/2023
Order Number:	8436095
Prepayment Amount:	$ 0.00

Column Count:	1.0000
Line Count:	57.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	02/14/2023 - 02/14/2023	Govt Public Notices
LEE dailycommercial.com	1	02/14/2023 - 02/14/2023	Govt Public Notices

Total Order Confirmation	**$100.06**

Ad Preview

LEGAL NOTICE

On Tuesday, February 28, 2023 at 6:30 PM the Clermont City Council will consider the final enactment of the proposed ordinance.

ORDINANCE NO. 2023-013

AN ORDINANCE OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ENACTING A RECODIFIED CODE OF ORDINANCES FOR THE CITY OF CLERMONT; REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY PERTAINING TO SUBJECTS EMBRACED IN SAID CODE; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All meetings will be held in Clermont City Hall, 1st floor Council Chambers, located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

This ordinance is available for public inspection in the City Clerk's Office, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

8436095 2/14/2023