



**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, January 14, 2025

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 House Subs Foundation Grant Presentation

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 December 10, 2024 minutes.

Item No. 2 - Federally Funded Subaward and Grant Agreement

Consider approval of the Subaward and Grant Agreement for DR 4834 in response to Hurricane Milton.

Item No. 3 - Justice Assistance Grant (JAG)

Consider grant for a Digital Surveillance Equipment with a required cost to the city in the budgeted amount of \$3,890.

Item No. 4 - Term Contract Award
Bank Depository Services

Consider awarding RFP and term contract to JPMorgan Chase Bank, N.A. to provide banking services.

Item No. 5 - Term Contract Award
Financial Auditing Services

Consider award of RFP 25-001 and enter into a term contract with Carr, Riggs & Ingram, LLC.

UNFINISHED BUSINESS

Item No. 6 - Ordinance No. 2024-039 *Final*
The Shops at Waterbrooke PUD

Consider a Planned Unit Development amendment to update the Conceptual Site Plan with a self-storage facility, and decrease the commercial uses to allow an increase in the residential acreage.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 14, 2025**

Item No. 7 - Ordinance No. 2024-044 *Final
Public Camping*

Consider the ordinance providing regulations for public camping.

Item No. 8 - Board Appointments

Consider appointments to the Planning and Zoning Commission and Code Enforcement Board.

NEW BUSINESS

Item No. 9 - Variance Request
Dick's Sporting Goods at Plaza Collina

Consider a request to allow for wall signs to exceed the maximum square footage permitted by the Land Development Code, Section 117-15.

Item No. 10 - Fire Station No. 2

Discussion of Fire Station No. 2

Item No. 11 - Fire Prevention Division Office

Discussion of the Fire Prevention Office on Montrose Street.

Item No. 12 - Closed Door Session Request

Consider date and time to discuss Falzon case.

Item No. 13 - City Attorney RFQ Discussion

City Attorney RFQ Discussion

Item No. 14 - Executive Search Firm for City Manager RFP Discussion

Executive Search Firm for City Manager RFP Discussion

Item No. 15 - Ordinance No. 2025-004 *Intro
Land Development Code Amendment - C-2
Storage*

Consider an Amendment to Section 125-337 of the City's Land Development Code with Regard to Storage Facilities.

Item No. 16 - Ordinance No. 2025-005 *Intro
Land Development Code Amendment - M-1
Storage*

Consider an Amendment to Section 125-397 of the City's Land Development Code with Regard to Storage Facilities.

Item No. 17 - Ordinance No. 2025-006 *Intro
Land Development Code Amendment - Time Limit
for Commencing Construction*

Consider an Amendment to Section 101-216 of the City's Land Development Code with Regard to Construction Projects.

Item No. 18 - Ordinance No. 2025-007 *Intro
BTR*

Consider ordinance introduction of repealing the Business Tax Receipts.

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

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, January 14, 2025**

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 10, 2024

CALL TO ORDER

The City Council met in a regular meeting on Tuesday, December 10, 2024 in the Clermont City Council Chambers. Mayor Murry called the meeting to order at 6:30pm with the following Council Members present: Council Members Howard and Myers.

Absent: Council Member Gonzalez and Council Member Pines.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Nelson Bloem of Better Life Worship Center gave the invocation followed by the Pledge of Allegiance.

ACCEPTANCE OF GENERAL ELECTION RESULTS

City Clerk Howe read the official election results into the record.

For Clermont City Council Seat 1, Michael Gonzalez received 10,203 votes and Alison Strange received 11,853 votes.

For Clermont City Council Seat 3, Tim Murry received 12,112 votes and Rick Van Wagner received 10,843 votes.

For Clermont City Council Seat 5, Michele Barnard Pines received 9,975 votes and William "Bill" Petersen received 11,747 votes.

Council Member Howard moved to accept the General Election results; seconded by Council Member Myers. Passed unanimously 3-0 with all members present voicing aye.

ADMINISTRATION OF OATH OF OFFICE ELECTED OFFICIAL FOR SEATS 1, 3 AND 5

City Clerk Howe administered the Oaths of Office to Alison Strange, Seat 1; Bill Petersen, Seat 5 and Tim Murry, Seat 3 (Mayor) for a two-year term.

Council Member Strange thanked the citizens who participated in the process. Her goal is to exercise wisdom, seek justice, exercise temperance and courage to do the right thing at all times.

Council Member Petersen thanked everyone for believing in a shared vision for a better Clermont.

Mayor Murry thanked everyone who supported him and stated it is an honor to lead the city and continue the next two years.

SELECTION OF MAYOR PRO TEM

Mayor Murry nominated Council Member Myers as Mayor Pro Tem; seconded by Council Member Howard.

Council Member Petersen nominated Council Member Howard as Mayor Pro Tem; seconded by Council Member Howard.

Council Member Howard stated his support for Council Member Myers as she has seniority on Council.

Nomination for Council Member Howard failed 1-4 with Mayor Murry, Council Member Strange, Howard, and Myers opposing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Nomination for Council Member Myers passed unanimously 5-0 with all members present voicing aye.

PUBLIC COMMENTS

Ebo Entsuah, 1128 Seminole Street – expressed concern with shuttle service at Light Up Clermont event. Encouraged Council to create a Historical Board.

Banks Helfrich, 9100 Sams Lake Road – spoke on voter turnout for the Election.

Glenda Jackson, 1025 W. Montrose Street – expressed concern with vehicles speeding on Montrose Street.

Larry Jackson, 1025 W. Montrose Street – expressed concern with vehicles speeding on Montrose Street.

Ricky Roberson, 1017 W. Montrose Street – expressed concern with vehicles speeding on Montrose Street.

Charlene Forth, 939 W. Desoto Street – requested a police officer be designated to the downtown area during events.

Daniel Meaux, 2146 Winsley Street – expressed concern with the landscaping in the medians along State Road 50 and US Highway 27.

Paula Hoisington, 564 E. Desoto Street – spoke regarding the new Council and direction of the City.

Joe Fumasi, 2693 Jumping Jack Way – expressed concern regarding the MSTU in Wellness Way.

City Manager Bulthuis stated that the workshop on January 21 is scheduled for Lake County to give a presentation on the MSTU to educate Council.

Anthony Grove, 1105 Sadie Ridge Road – expressed concern having the bike path across the entrance of Canyons at Highland Ranch.

Eric Hernandez, Minneola Council Member – looking forward to working together as neighbors.

Dennis Allard, 1792 Nature Cove Lane – stated his appreciation for the Clermont Police Department.

Mayor Murry addressed the speeding on Montrose Street. The Police Department will conduct a speed study and report the findings to Council at the January 28, 2025 Council meeting.

Council Member Howard would like to discuss the island landscapes at a workshop.

City Manager Bulthuis stated that the City has looked at landscaping the islands at the corner of US Hwy 27 and State Road 50. The plans would have to be engineered and then the city would take responsibility on maintaining the islands, which comes with a cost.

Discussion ensued regarding the landscaping being a legislative priority and finding funding sources such as the Metropolitan Planning Organization.

Mayor Murry invited residents to do a Police ride along and attend a citizen's academy.

PRESENTATIONS

The City's Auditors presented the Annual Comprehensive Financial Report.

Tammy Campbell of McDermit Davis presented the 2023 Annual Financial Statement Audit. She reviewed the independent auditor's report, city wide financials, governmental funds and enterprise funds.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Council Member Strange inquired on the internal controls for the city. Ms. McDermit explained that the auditor's responsibility is not issuing opinions, they look at the process and did not find any errors or mistakes in the process.

Discussion ensued regarding increases in the General Fund.

Ms. Campbell noted significant improvement from 2022 to 2023. The city had a Federal and State audit which was compliant.

Discussion on the need for an external audit was had. Ms. Campbell stated that there are times if an entity would like to take a deeper dive into certain processes that external audit would look at. The city's financials showed no concerns of fraud or missing transactions.

AGENDA CHANGES

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

City Manager Bulthuis informed the Council this is a request to table the item to January 14, 2025.

Item No. 4 – Ordinance No. 2024-044, *Public Camping Final*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CREATING AND ENACTING CHAPTER 24, "OFFENSES AND MISCELLANEOUS PROVISIONS" ARTICLE I, "IN GENERAL" SECTION 24-15 "PUBLIC CAMPING OR SLEEPING OF THE CLERMONT CITY CODE, PROVIDING FOR FINDINGS, PURPOSE, INTENT AND DEFINITIONS; MAKING THE ACT OF PUBLIC CAMPING AN OFFENSE PUNISHABLE BY LAW, PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

Council Member Howard moved to table Item No. 4, Ordinance No. 2024-044 Public Camping; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

The representative for items 6 and 7 is running late and asked to hold those items until he arrives.

Council Member Strange moved to table Item No. 6 and 7 to go after Item No. 13; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Council Member Petersen moved to table Item No. 14 to be the second to last item on the agenda; seconded by Council Member Strange. Passed unanimously 5-0 with all members present voicing aye.

Council Member Strange moved to table reports to the last item on the agenda; seconded by Council Member Howard. Passed unanimously 5-0 with all members present voicing aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

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 come forward at this time.

Item No. 1 – Meeting Minutes

Consider approval of the November 12, 2024 Council Meeting minutes.

Item No. 2 – Surplus Request

Consider declaring end-of-life inventory as surplus from the departments of: Fire, Finance, Building Services, City Clerk, and Information Technology and providing disposal per the Procurement Policy.

Item No. 3 – Sommer Sports 2025 Events Request and Boat Ramp Closures

Consider approval of Sommer Sports 2025 season, open container allowance, and waive all associated ground fees, road closure for two events, and partial day closure of the boat ramp for two events.

Charlene Forth pulled Consent Agenda Item No. 3.

Council Member Howard moved to approve Consent Agenda Items 1 and 2; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 3 – Sommer Sports 2025 Events Request and Boat Ramp Closure

Charlene Forth, 939 W. Desoto – stated opposition to waiving fees and closing the boat ramp.

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

Council Member Howard explained that Sommer Sports was not able to take advantage of the Tourism Development Council dollars this year. This is the last time he will support this item and Sommer Sport needs to go to the Tourism Development Council for funding.

Discussion ensued on the city priorities and brand and Sommer Sports being instrumental in putting Clermont on the map with triathlons.

Council Member Strange moved to approve Consent Agenda Item 3; seconded by Council Member Petersen. Passed unanimously 5-0 with all members present voicing aye.

UNFINISHED BUSINESS

Item No. 4 – This item was addressed earlier in the meeting and tabled to January 14, 2025.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Item No. 5 – Ordinance No. 2024-043, *Natural Gas Final*

AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF CLERMONT AMENDING CHAPTER 121 “UTILITIES” TO CREATE A NEW SECTION 121.10, “NATURAL GAS INSTALLATION”; PROVIDING FOR INSTALLATION OF NATURAL GAS LINES WITHIN SUBDIVISIONS OR RE-SUBDIVIDED AREAS; PROVIDING FOR DEVELOPER PAYMENT OF COSTS OF INSTALLATION AND MATERIALS; PROVIDING FOR COST SHARING FOR GAS MAIN EXTENSIONS UNDER CERTAIN CONDITIONS; PROVIDING FOR CONSTRUCTION OF INSTALLATION AND MAIN EXTENSION; PROVIDING FOR EASEMENTS AND PERMITS; PROVIDING FOR OWNERSHIP AND MAINTENANCE; PROVIDING FOR APPLICABILITY, CONFLICT, CODIFICATION, ADMINISTRATIVE CORRECTION, SEVERABILITY AND PUBLICATION AND EFFECTIVE DATE.

City Clerk Howe read the title aloud.

City Manager Bulthuis informed Council that the city is part owner, with Apopka and Winter Garden, of Lake Apopka Natural Gas. Developers are moving towards all electric and therefore excluding the option for natural gas. The ordinance was presented to provide Natural Gas as an option with new builds.

Mayor Murry opened the public hearing.

Bret Jones, 700 Almond Street – expressed concern that this would create an added expense to a developer which will trickle down to the buyer.

Samii Yakovetik, 4480 Powderhorn Place – noted it is imperative to give homeowners a choice in utility services and should not be tied exclusively to an electrical grid.

Mayor Murry closed the public hearing.

Council Member Strange stated that the resolution reads as a contract and feels this is government over reach. Council needs to be cautious and mindful as this states any development of ten homes or more would require the natural gas option. The city should create opportunities to build smaller communities and this would hinder affordable housing therefore she was hesitant to vote in favor of this.

Monica Marlow, Director of Public Relations at Lake Apopka Natural Gas explained that builders in the service territory are the larger builders. The builders do not want gas. Gas provides affordability to the lowest income, on average it is 30 percent less expensive than an all electrical home.

Discussion ensued on the responsibility and cost of the service line into a development. Clarification on the distance of the service line was explained. Council spoke about the minimum number of houses in a development that would require the natural gas and came to an agreement of 25 homes or more.

Council Member Howard moved to approve Item No. 5 – Ordinance No. 2024-043, Natural Gas amended to state a 25 home minimum; seconded by Council Member Strange. Passed 4-1 with Council Member Petersen opposing.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

NEW BUSINESS

Item No. 8 – Resolution No. 2024-038R, *US 27 Car Wash & Self-Storage*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A RESIDENTIAL STORAGE WAREHOUSE GREATER THAN 20,000 SQUARE FEET OF FLOOR SPACE AND A CAR WASH IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

City Clerk Howe read the title aloud.

The applicant, Bret Jones, P.A., is interested in developing a 4-acre parcel located adjacent to the Florida Department of Transportation Park-n-Ride lot on US Highway 27, southeast of Wawa. The site has limited access, with a right in-right out connection on a one-way access road connecting US Highway 27 to Hooks Street. All the traffic will flow north to Hooks Street.

The proposal is for a car wash facility along the front of the property and a three-story residential storage warehouse in the rear portion of the site. The car wash is a typical self-serve operation with vacuum stations and a single, automated car wash tunnel within a building. The building is approximately 1,670 square feet. The storage warehouse will be climate controlled and for residential storage use only. The total square footage of this building is up to 100,000 square feet. The building will be designed to comply with the Clermont Architectural Design Standards. No outside storage will be allowed, and the applicant is not requesting any variances to the Land Development Code.

The property has a C-2 General Commercial zoning designation and a Commercial Future Land Use. The property is surrounded with a majority of C-2 General Commercial zoning with the northern parcel zoned M-1 Industrial. Section 125-337 requires a Conditional Use Permit for any building that occupies more than 20,000 square feet and car wash operations. The entire project is dependent on the approval of the Conditional Use Permit.

The applicant has performed a traffic evaluation based upon the proposed project. Based upon the project's trip generation, the project is considered de minimis and meets the requirement for a Tier 1 Exemption Letter. The City's traffic consultant agrees with the exemption.

Staff has reviewed the Conditional Use Permit application and has no evidence that the proposed use will be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. The proposed use will comply with the regulations and conditions specified in the Conditional Use Permit and the City's Land Development Regulations. With the limited access point, the site would be best suited for lower traffic generation end users. The self-storage facility is a very low traffic generator with the majority of the peak hour trips occurring for the car wash. The property is located between the Park-n-Ride lot and Industrial zoning to the north, and fronts on an arterial roadway. The uses are compatible with the existing area. Therefore, staff recommends approval of the Conditional Use Permit for a self-storage facility over 20,000 square feet and a car wash facility in the C-2 zoning district with the conditions contained in Resolution No. 2024-038R. The Planning and Zoning Commission recommended approval, 5-0.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

The attorney for the applicant, Bret Jones, stated that they have worked with staff on the development. The location of the parcel is surrounded by commercial and industrial and they believe the use they are proposing is well suited for the land.

Mayor Murry opened the public hearing.

Samii Yakovetik, Powderhorn Place Drive – expressed concern with the water usage for the car wash.

Brian Punch, 450 E Lakeshore Drive – spoke in opposition, do not need another storage facility.

Jenny May, 4062 Greystone Drive – spoke in opposition, do not need another storage facility.

Rebecca Nelson, 2993 Crest Wave Drive – expressed concern with adding more traffic in that area.

Paula Hoisington – expressed concern with adding more traffic in that area.

Mayor Murry closed the public hearing.

Council Member Myers inquired if there was data showing the area is in need of more storage facilities. Also, asked for Mr. Jones to address the issue of water with the car wash.

Mr. Jones explained that the applicant is in the planning phase and would be able to address those concerns during the site planning. The project is one of the lowest generators of traffic that could be done on that parcel.

Council Member Howard stated that there is a process that developers go through to determine if a business is needed within a community, which can approach \$15,000.00. Not being a supporter of self-storage facilities and having voted against most of them, he does not have an issue with this one. This is a unique piece of property and feels this is a suitable use for the property.

Council Member Howard would like to add in a substantial start defined as a foundation inspection completed within two years.

Discussion ensued on timeframes to get through site planning and permitting as well as if the substantial start encompasses both buildings. Council Member Howard stated this would include both the car wash and self-storage facility.

Council Member Strange stated that she is a licensed attorney with Bret Jones, PA and will abstain from voting on this item.

Council Member Howard moved to approve Item No. 8 – Resolution No. 2024-038R, US 27 Car Wash & Self-Storage with the condition of a substantial start defined as a foundation inspection within 30 months of today's date; seconded by Council Member Myers. Passed 4-0 with Council Member Strange abstaining.

Item No. 9 – Resolution No. 2024-040R

A RESOLUTION OF THE CITY OF CLERMONT, FLORIDA, ADOPTING THE CITY OF CLERMONT RULES OF CONDUCT RELATED TO THE CONDUCT OF MEETINGS; THE PUBLIC'S RIGHT TO PARTICIPATE; AND THE ACTIVITIES AND PARTICIPATION OF COUNCIL MEMBERS, APPOINTED BOARD MEMBERS, STAFF AND THE PUBLIC; REPEALING RESOLUTION 2024-007R; PROVIDING FOR CONFLICT, SEVERABILITY, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, AND AN EFFECTIVE DATE.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

City Clerk Howe read the title aloud.

Council Member Howard explained that he brought this resolution forward to incorporate changes.

Discussion ensued on the changes Council Member Howard brought forward. Changing the Council meeting time to 5:30 pm, providing speakers with 5 minutes during public comment, agenda items being delayed no more than one meeting, updating language regarding Councils interaction with staff to match the Charter and Council Members placing items on an agenda and the City streaming the Council meetings.

Mayor Murry opened the public hearing.

Keith Mullins, 640 Drew Avenue – spoke in opposition of changing the time for the Council meeting.

Dani Page, Tuscany Ridge – spoke in support of changing the start time.

Charlene Forth, 939 W. Desoto Street – spoke in opposition of changing the time.

Pat Kelley, Mayor of Minneola – the City of Minneola has public comments at the beginning and the end of their meetings.

Brian Bain, 245 Nautica Mile Drive – opposed to the time change. Meetings should not start before 6:00pm.

Rebecca Nelson, 2993 Crest Wave Drive – expressed her desire for meetings to begin no earlier than 6:00 pm.

J. Brian Miles, P.O. Box 121417 – provided staff with a proposal for a multi camera system to broadcast meetings.

Discussion ensued on having cameras and the City broadcasting all meetings.

Samii Yakovetik – 4480 Powderhorn Place Drive – expressed her desire to have a YouTube option to watch meetings. A three-minute time limit is sufficient, if someone asks for five then let them speak.

Shauna Vaughn, 835 7th Street – inquired about the proposal from South Lake TV.

Diane Maglione, 3954 Eversholt Street – when making a decision on time, keep seniors in mind. Seniors will not drive in the dark.

Bret Jones, 700 Almond Street – the issue is not the meeting time, all Council Members need to be accessible to the citizens.

Mayor Murry suggested moving the entire resolution to a workshop for discussion.

Council Member Howard moved to table Item No. 9 – Resolution No. 2024-040R to a workshop; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Item No. 10 – Board Appointments

City Manager Bulthuis informed Council that the Planning and Zoning Commission has four vacancies and three applicants. The applicants were called to the podium to introduce themselves.

Paula Hoisington, 564 E. Desoto Street – lifelong resident of the City. Passionate about the growth in the City. Would like to be a part of working with the City to help continue to build Clermont.

Jenny May, 4062 Greystone Drive – currently sits on the Code Enforcement Board. Has worked real estate in land use for many years. Her background can help with decision making and recommendations.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Michael Cramer, 208 Nautica Mile drive – wants to help make a change in the City.

Council Member Howard moved to approve Paula Hoisington, Jenny May and Michael Cramer to Planning and Zoning Commission for a two-year term; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis stated that the Police Officers Pension Board of Trustees has one vacancy. There were two applicants, John Baker, current board member for that seat, and Melissa Devitt.

Council Member Howard moved to approve John Baker to the Police Officers Pension Board of Trustees for a two-year term; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis stated there are currently two vacancies on the Code Enforcement Board now that Jenny May is going to Planning and Zoning Commission. Three residents applied for the vacancies, Melissa Devitt, Sylvester Makowski and Maria Gulati. The applicants were called to the podium to introduce themselves.

None of the applicants were present. Council talked about the next Code Enforcement meeting and decided to table the appointments to the next Council meeting.

Council Member Howard moved to table the Code Enforcement Board appointments to January 14, 2025; seconded by Council Member Petersen. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis stated there are two vacancies on the Community Redevelopment Agency Board. There were four applicants with two being current members. The applicants were called to the podium to introduce themselves.

Valerie Schuett, 931 W. Montrose Street – informed Council that she is a resident and business owner in the Community Redevelopment Agency district.

Beth Merrick, 10334 Calle de Flores Drive – resident of Clermont for 23 years and a business owner in the Community Redevelopment Agency district. Currently on the board and seeking reappointment.

Charlene Forth, 939 W. Desoto Street – lives in the Community Redevelopment Agency district and believes a resident would bring a different perspective.

Jimmy Crawford, 702 W. Montrose Street – has enjoyed his years on the Community Redevelopment Agency Board. It will grow in funds and jobs and hopes to be a part of it.

Mayor Murry opened the public hearing.

Brian Bain, 245 Nautica Mile drive – expressed his desire to have representation of both residents and business owners on the Community Redevelopment Agency Board.

Discussion regarding any conflict with Jimmy Crawford being a business owner and serving on the board was had.

Mayor Murry supported reappointment for the current Board members.

Discussion was had on how many board members can sit on the Community Redevelopment Agency Board and all four of the applicants.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Council Member Strange moved to appoint Jimmy Crawford to the Community Redevelopment Agency Board; seconded by Council Member Howard. Passed unanimously 5-0 with all members present voicing aye.

Council Member Petersen moved to appoint Charlene Forth to the Community Redevelopment Agency Board.

Motion died for a lack of a second.

Council Member Strange moved to appoint Valerie Schuett to the Community Redevelopment Agency Board; seconded by Council Member Howard. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis moved on to Outside Agency appointments. Mayor Murry sits on the Lake Apopka Natural Gas Board of Directors and needs reappointment.

Council Member Howard moved to appoint Mayor Murry to the Lake Apopka Natural Gas Board of Directors; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis stated that Council has two official appointments to make. The Tourism Development Council and the Metropolitan Planning Organization Governing Board.

Council Member Myers expressed her desire to stay on the Metropolitan Planning Organization Governing Board as the voting member. Council Member Howard stated that he would like to be the alternate member.

Council Member Howard moved to appoint Council Member Myers to the Metropolitan Planning Organization Governing Board as the voting member; seconded by Council Member Strange. Passed unanimously 5-0 with all members present voicing aye.

Council Member Howard moved to appoint Council Member Strange to the Tourism Development Council as the voting member; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Council Member Myers moved to appoint Council Member Howard to the Metropolitan Planning Organization Governing Board as the alternate member; seconded by Council Member Strange. Passed unanimously 5-0 with all members present voicing aye.

City Manager Bulthuis informed Council that the last appointment is for a liaison for Clermont Main Street.

Council Member Strange moved to appoint Council Member Petersen to Clermont Main Street; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

The attorney for Item No. 6 and Item No. 7 arrived, those items were heard next.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Item No. 6 – Ordinance No. 2024-039, *The Shops at Waterbrooke PUD Amendment Final*

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING A PLANNED UNIT DEVELOPMENT (PUD) OF 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.

Development Services Planner Kruse presented the item. The applicant, Jimmy Crawford, is requesting to amend the Planned Unit Development (Ordinance No. 2017-49), which was approved by the City Council on November 28, 2017. The property consists of 45 acres and is located south of State Road 50 at the intersection of Emil Jahna Road. The proposed request is to increase the residential development and decrease the commercial component of the master development plan. The Planned Unit Development Ordinance permits Lots 6 and 7 to construct up to 85 dwelling units consisting of residential townhomes, not to exceed two levels. The Planned Unit Development also allows the developer to decrease the commercial acreage and increase the residential acreage, not to exceed the maximum of 12 dwelling units per acre as permitted by the Commercial Land Use. The current approved Planned Unit Development allows one single commercial building up to the maximum building size of 45,000 square feet. The Planned Unit Development amendment is requesting to allow for a three-story climate-controlled self-storage building not to exceed 100,000 square feet, plus three additional smaller storage buildings. The applicant has updated the Conceptual Plan layout to reflect the proposed changes to the Master Development Plan. The proposed commercial development shall be limited to permitted uses under the C-2 General Commercial zoning with no automotive uses permitted. The current Planned Unit Development also allows for a gas station/convenience store.

The request to the Planned Unit Development amendment is to decrease the commercial acreage and to increase the residential acreage, along with the request to allow a three-story self-storage building not to exceed 100,000 square feet, which requires an updated conceptual site plan with the proposed changes.

The applicant will also be required to comply with all Land Development Regulations and Comprehensive Plan. The project will be required to add a minimum 15-foot landscape buffer with an additional 30 percent plant materials between the residential and commercial development to ensure an opaque buffer screen. All buildings must comply with the Architectural Design Standards. The multifamily development will be required to provide a recreational facility to comply with the Comprehensive Plan Policy 1.6.4 Performance Standards.

Staff has reviewed the applicant's request for an amendment to the Planned Unit Development master development plan. Staff finds the proposal meets the provisions with regard to Section 122-315, Review Criteria for a Planned Unit Development. Therefore, staff recommends approval of Ordinance 2024-36 to amend the Planned Unit Development with the conditions contained in the ordinance. The Planning and Zoning Commission recommended approval 5-0.

The attorney, Jimmy Crawford, spoke on behalf of the applicant. There have been some amendments made to the plan over the last couple days. One of the amendments is to change some of the areas to mixed use another is that green space has been added. Mr. Crawford read through the language of all the changes they are proposing from the original submission.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Mayor Murry opened the public hearing.

Dani Page, Tuscany Ridge – spoke in opposition. Staff was not able to look at this in its entirety. The item should be tabled until staff can review and provide a recommendation.

City Attorney Greene stated that from a legal perspective, she recommended that the item be tabled to analyze all of the language as she is not comfortable on advising on language received today. In order to serve Council, recommended for the item to be tabled to assess all the information.

Council Member Strange reached out to the applicant and some of the changes before Council are contributed to her conversation with them.

City Attorney Greene informed Council that if they as a board decide to table the item, it may be more efficient to table at this point as questions may differ when they project is brought back.

Samii Yakovetik, 4480 Powderhorn Place Drive – concerned with the way in and out of the project.

Shauna Vaughn, 835 7th Street – likes the redesign. Is not in favor of the residential, would like Council to put a moratorium on residential.

Discussion ensued on the commercial versus residential portions, the height and size of the buildings and public versus private roads around the project.

Council Member Petersen moved to table Item No. 6 – Ordinance No. 2024-039, The Shops at Waterbrooke PUD Amendment to January 14, 2025; seconded by Council Member Myers. Passed unanimously 5-0 with all members present voicing aye.

Mayor Murry recessed the meeting at 11:22pm. The meeting reconvened at 11:32 pm.

Item No. 7 – Ordinance No. 2024-038, Family Christian Center of Clermont Final

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.

Development Services Director Henschel presented the item. The applicant, Family Christian Center, is in the process of seeking a loan in order to facilitate the construction of improvements and buildings within their 36-acre property located west of the Steve's Road and US Highway 27 intersection. In the process of securing a loan, it was noted that if the property was allowed C-2 General Commercial uses, the appraised value of the property would increase and the loan terms would be more favorable for the church. Family Christian Center has no plans to utilize the property for any C-2 General Commercial uses, but is seeking a rezoning to allow C-2 General Commercial uses in order to secure a more favorable loan. The planned improvements consist of an additional recreational facility, repurpose the current recreational buildings, and expand the church sanctuary. These improvements and uses have already been approved by City Council through issuance of various Conditional Use Permits' the church has obtained the past 26 years.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

The church was originally approved by City Council under Conditional Use Permit Resolution 1045 in December 1998. Since that time, the church facility has expanded and amended their Conditional Use Permit several times to include additional uses and buildings on the property. These include, but not limited to; educational components, public park, multi-use building, recreational fields, multi-level parking garage and a 90,000 square foot sanctuary.

A Planned Unit Development zoning is being requested since it would allow development flexibility for the project. The proposed Planned Unit Development Ordinance 2024-038 has applicable conditions from the Conditional Use Permits along with the addition of specific conditions for protection of the City and neighbors. The specific conditions include a 75-foot natural buffer be maintained along the southern and western property boundary along with any C-2 General Commercial uses will have to be reviewed and approved by the City Council at a public hearing. In addition, the building height will be limited to the height under the current zoning at 45 feet. No additional uses or new buildings are being requested as part of this application. The property would also be regulated under the City's Land Development Code.

While this application request is uncommon, a review of the City Land Development Code reveals that churches can be allowed in any zoning district, permitted, either such as C-1 Light Commercial; or through a Conditional Use Permit. The current zoning of the property is R-1-A Single Family Low Density with a Conditional Use Permit to allow the existing church facility. A rezoning to a Planned Unit Development with the existing applicable conditions included along with C-2 General Commercial uses and specific conditions do not appear to change the overall characteristics or function of the church facility. The property does front and access from an arterially roadway, US Highway 27, and it is currently signalized. C-2 General Commercial uses line the US Highway 27 roadway. The proposed rezoning is not inconsistent with any provision of the Comprehensive Plan. With the addition of the specific condition that any C-2 General Commercial use site plan be required to go through the public hearing process and be approved by City Council adds a level of protection to the City and neighbors. Staff recommends approval of Ordinance 2024-038. The Planning and Zoning Commission recommended denial 2-2.

Jimmy Crawford, spoke on behalf of the applicant, Family Christian Center. At Planning and Zoning, the incorrect approach was used for the presentation; the loan the applicant is pursuing should not have been a factor in this application. The C-2 uses along with the protection built in to the Planned Unit Development belong at this location. The property is at a major signalized intersection surrounded by Commercial. There are residential neighbors, which is the reason for the 75-foot buffer. A site plan for any C-2 use must come before Council for approval. The language stating that the C-2 uses and site plan require Council approval makes it to where the property does not have C-2 zoning. They are asking to update the ordinance to state C-2 uses with only the site plans coming before Council for approval.

City Attorney Greene stated that her understanding was that the applicant was in agreement with the language of specific uses since it addressed the concerns of neighbors. Having the language that sets specific uses, gives the property the C-2 zoning benefit while also addressing concerns on what the property could be used for.

Mr. Crawford said that they never agreed to the language stating that any C-2 use be brought before Council for approval. There are no plans at this time to build on the property. The applicant will not agree to voluntarily coming before Council for any use.

The applicant, Rick Van Wagner, stated that he spoke to the City Attorney and told him was not comfortable with the language regarding the uses. The North, South and East of the property are all commercial uses.

Discussion ensued on the current uses of the property and why the zoning was not changed in the past.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Mayor Murry opened the public hearing.

Dani Page, Tuscany Ridge – spoke in support of the item.

Aaron Gonzalez, 12845 Brunello Circle - spoke in support of the item.

Mayor Murry closed the public hearing.

Council discussed the possible uses of the property with C-2 zoning as well as the residential neighborhood next to the property.

City Attorney Greene explained that the proposed language states the site may be used for C-2 zoning only if specific and Council reviews the use and site plans. By taking out “specific uses”, the only thing Council is approving is the site plan not the uses.

Council Member Howard moved to approve Item No. 7 – Ordinance No. 2024-038, Family Christian Center of Clermont with No. 5 modified to allow for C-2 zoning with a site plan brought before Council with public notice; Seconded by Council Member Strange. The motion passed by roll call vote 5-0.

Item No. 11 – City Council Workshop Dates

Council Member Strange stated that she asked for workshops to discuss the Comprehensive Plan and other issues Council might have before the next regular Council meeting. She proposed two workshops a week for the next few weeks.

Council discussed their availability along with the need for workshops during this time.

Development Services Director Henschel informed Council on the status of them Comprehensive Plan, there have been two public workshops and data has been collected. They are now processing all the data to present back.

Council came to a consensus to have a workshop on December 17, 2024 at 3:15 pm to discuss guiding principles and the Comprehensive Plan and January 8, 2025 at 4:00 pm to discuss the Central Business District.

The next regularly scheduled workshop is January 21, 2025, which will discuss Resolution No. 2024-040R, Rules of Conduct and the Wellness Way Municipal Service Taxing Unit.

Item No. 12 – Central Business District Discussion

Council Member Howard requested this item and asked to move the item to Planning and Zoning Commission and the discussion to a workshop.

Item No. 13 – Parking and Vehicular Use Areas Discussion

Council Member Howard requested this item and asked to move the item to Planning and Zoning Commission and the discussion to a workshop.

Council Member Howard asked staff to bring forward the definition of a “substantial start” and Storage Facilities moving to Industrial zoning so that all items could come back together.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Item No. 15 – City Manager Contract

Council Member Howard informed Council that he had spoken to City Manager Bulthuis and wanted to move in a different direction as far as a City Manager. A voluntary separation agreement was provided to Council just before this meeting started. There is reason to terminate with cause but the effort is not worth that so he would like to move forward with termination without cause effective tonight.

Council Member Strange stated that the document they received was a mutual separation agreement and general release. She feels it is in the best interest of the city to have a mutual, clean and amicable separation.

Council Member Howard moved to terminate without cause effective today.

Council Member Strange inquired about needing a resolution to terminate.

City Attorney Greene explained that there is no requirement for a resolution if terminating without cause.

Discussion ensued on the difference between accepting the voluntary separation agreement and terminating without cause.

City Attorney Greene informed Council that the voluntary release addressed the segue into an Interim City Manager. It is not mandatory for there to be a transition; Council can terminate immediately if they chose.

City Manager Bulthuis stated that he was speaking with all Council Members regarding the separation which is why it was not addressed immediately when Council Member Howard approached him.

Council Member Strange stated that the separation agreement has the same terms a termination would have with the added benefit of cooperation of the executive, whether Council chooses to exercise that option or not.

Mayor Murry said it was a great pleasure working with the City Manager for the last three years. He does not support his termination.

City Manager Bulthuis stated that he knows it is time to separate and is wanting to do this in a respectful manner and is willing to assist with a transition.

Discussion ensued on the requirement of the resolution with Council Member Strange disagreeing with the City Attorney's opinion of not needing one for termination without cause. City Attorney Greene cited City of Titusville versus Ackley for her legal opinion. They discussed the City Charter and constitutional rights.

City Attorney Greene explained the release that accompanied the voluntary separation agreement.

Mayor Murry opened the public hearing.

Dani Page, Tuscan Ridge – inquired on the timeframe within the separation agreement.

Council Member Strange said his last day would be December 11 with the severance paid in January.

Anthony Grove, 1105 Sadie Ridge Road – spoke in support of accepting the voluntary separation agreement. Sign it and move forward.

Charlene Forth, 939 W. Desoto Street – spoke in support of termination.

Brian Bain, 245 Nautica Mile Drive – spoke in support of accepting the voluntary separation agreement and performance goals for a City Manager.

Samii Yakovetik, 4480 Powderhorn Drive – would like an agreement where the city can pursue City Manager Bulthuis if anything is found after he leaves.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Shauna Vaughn, 835 7th Street – spoke about the importance of performance measures and evaluations.

Bret Jones, 700 Almond Street – spoke in support of accepting the voluntary separation agreement.

Mayor Murry closed the public hearing.

Council Member Petersen moved to accept City Manager Bulthuis voluntary separation agreement; Seconded by Council Member Myers. The motion passed 4-1 with Mayor Murry opposing.

Mr. Bulthuis stated that Clermont is a great place, thanked Council and left the meeting.

Item No. 16 – Interim City Manager

Council Member Howard stated that Council needs to appoint an Interim City Manager. The person needs to know how to run a business and have interpersonal skills to interact with staff, other municipalities and Lake County as well as others. This will hopefully be a short 90 day or less process to hire a new City Manager.

Council Member Myers suggested Police Chief Broadway.

Police Chief Broadway thanked Council Member Myers for the trust. Would do whatever needs to be done for the city for a smooth transition to ensure services are provided. He stated that he would defer this opportunity to someone who has prior experience.

Council discussed different options to find an Interim City Manager.

Council Member Howard stated that an Interim has to be appointed tonight.

City Attorney Greene said that Council can appoint someone who is interim for tonight while searching for someone else.

Council Member Howard suggested Rick Van Wagner as Interim City Manager, he is familiar with city staff and this will be for no more than 90 days.

Council discussed the perception from the residents to hire Mr. Van Wagner. The issue of appointing current staff and the negative effects it can have.

Council Member Petersen moved to hire Rick Van Wagner as Interim City Manager for up to 90 days; Seconded by Council Member Howard.

Mayor Murry opened the public hearing

Keith Mullins, Drew Avenue – the City needs someone who knows government to run the City.

Vernon Myers, 1040 Glenraven Lane – expressed concern regarding Mr. Van Wagner having a conflict of interest.

Dani Page, Tuscany Ridge – spoke in support of Rick Van Wagner.

Samii Yakovetik, 4480 Powderhorn Place – please do not use the agency used before to hire a City Manager.

Charlene Forth, 939 W. Desoto Street – spoke in support of Rick Van Wagner.

Mayor Murry closed the public hearing.

Mr. Van Wagner stated the he is willing to serve the community.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

The motion passed 3-2 with Mayor Murry and Council Member Myers opposing.

Item No. 14 – City Attorney Contract

Council Member Petersen stated that he reviewed the City’s current law firm, DSK Law, and believes the city’s costly settlements have been done in lieu of conflict resolution. The city deserves a cost effective City Attorney consistently delivering sound council and to protect the community interest. He feels the current City Attorney failed to meet those standards.

Council Member Petersen moved to terminate the City Attorney contract without cause;
Seconded by Council Member Howard.

Mayor Murry opened the public hearing.

Charlene Forth, 939 W. Desoto Street – in support of terminating the contract.

Mayor Murry closed the public hearing.

Council Member Strange spoke about needing an RFP to find another City Attorney and in the interim suggested Christian Waugh, Waugh PLLC. He is a Board Certified Attorney and has an office in the Villages. She would like to amend the motion to include him as the interim.

Council Member Petersen amended the motion to terminate the City Attorney contract
without cause with a 30-day notice and appoint Christian Waugh as Interim City Attorney;
Seconded by Council Member Howard.

Council Member Strange spoke about upcoming litigation and would like Mr. Waugh to take over immediately. City Attorney Greene stated that the firm is here to serve at Councils pleasure.

Council Member Petersen amended the motion to terminate the City Attorney contract
without cause with a 30-day notice and appoint Christian Waugh as Interim City Attorney;
Seconded by Council Member Howard.

City Attorney Greene recommended the motion be that the legal relationship is terminated in 30 days, that does not keep Council from contacting Mr. Waugh to work with them for the transition.

The motion passed 4-1 with Mayor Murry opposing.

REPORTS

CITY MANAGER REPORT

CITY ATTORNEY REPORT

City Attorney Greene – No report.

CITY COUNCIL REPORT

Council Member Strange – No report.

Council Member Howard –No report.

Council Member Myers –

- Have a wonderful Holiday season.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 10, 2024

Council Member Petersen – No report.

Mayor Murry –

- Encouraged residents to visit the enchanted forest
- Attended Light up Clermont event.

ADJOURN: With no further comments, this meeting adjourned at 1:57am.

APPROVED:

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Federally Funded Subaward and Grant Agreement		
Requested Action		
Request approval of the Subaward and Grant Agreement for DR 4834 - Hurricane Milton.		
Staff Report		
In response to Hurricane Milton, FEMA allocated grant funds for communities to respond to and recover from major disasters. These funds were allotted to the Florida Division of Emergency Management, who will pass them down to qualified communities. In order to access the funds, the state requires that the attached agreement be signed and submitted. City staff have been working with FEMA contractors to request reimbursement for costs related to the storms due to multiple hurricanes and large storms. While the details of those requests are first reviewed and approved by staff at the federal level, the State of Florida also reviews and approves them before any funds are disbursed. Grant funds are then passed down from the federal level, to the state level, and ultimately to the city. In its role as a pass-through entity for these grant funded reimbursements, the State of Florida requires the city to agree to and abide by the attached funding agreement.		
Additional Analysis		
Fiscal Impact Summary		
The dollar amounts that will be requested for reimbursement are still being reviewed. There are no match requirements to receive these funds, however the funds are received on a reimbursement basis, after initial expenses are incurred by the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SR DR 4834 FL Clermont City of-Z4720-Funding Agreement	SR DR 4834 FL Clermont City of-Z4720-Funding Agreement.pdf	

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Clermont, City of

Subrecipient's unique entity identifier: T36XEEDA7QZ3

Federal Award Date: 12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B): 10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G): 10/05/2024 - 04/11/2026

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity: _____

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

Grant for communities to respond to and
recover from major disasters or
emergencies and for limited mitigation
measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance
(Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and

Clermont, City of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

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

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

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

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Scott Borrer
Address: 685 W. Montrose St.
Clermont, FL 34711
Telephone: 352-241-7368
Email: sborrer@clermontfl.org

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

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

- a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
 - i. 20% Baseline score for signing and returning the Request Form.
 - ii. Up to a 40% score for completing the DRA.
 - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau’s overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor’s report.
- f. Per (2 CFR §200.512(d), the subrecipient’s auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

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

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
 - ii. Attachment B – Systems Access Form
 - iii. Attachment C – Certification Regarding Debarment
 - iv. Attachment D – Required Contract Provisions
 - v. Attachment E – Certification Regarding Lobbying
 - vi. Attachment F – Foreign Country of Concern Affidavit

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

SUBRECIPIENT: Clermont, City of

By: _____

(Signature)

Name: Tim Murry

Title: Mayor, City of Clermont

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Alternate Governor's Authorized
Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Clermont, City of

Box 1: Authorized Agent (Full Access)

Name **Tim Murry**

Signature

Organization / Official Position **City of Clermont, Mayor**

Mailing Address **685 W. Montrose St.**

City, State, Zip **Clermont, FL 34711**

Daytime Telephone **352-241-7358**

E-mail Address **tmurry@clermontfl.org**

Box 2: Primary Contact (Full Access)

Name **Scott Borrer**

Signature

Organization / Official Position **Finance Director**

Mailing Address **685 W. Montrose St.**

City, State, Zip **Clermont, FL 34711**

Daytime Telephone **352-241-7368**

E-mail Address **sborrer@clermontfl.org**

Box 3: Alternate Contact (Full Access)

Name **Scott Keyes**

Signature

Organization / Official Position **Grants & Special Projects Manager**

Mailing Address **685 W. Montrose St.**

City, State, Zip **Clermont, FL 34711**

Daytime Telephone **352-241-7324**

E-mail Address **skeyes@clermontfl.org**

Box 4: Other-Finance/Point of Contact (Full Access)

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name

Signature

Organization / Official Position

Mailing Address

City, State, Zip

Daytime Telephone

E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Clermont, City of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:**

Day:

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000290

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known)

069-12925-00

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Tim Murry, Mayor

Name and Title

685 West Montrose Street

Street Address

Clermont, FL, 34711

City, State, Zip

Date

Clermont, City of

Subrecipient's Name

Z4720

FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.⁵

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.⁶

2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

⁴ See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

⁵ 2 C.F.R. Part 200, Appendix II, § A.

⁶ See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.⁷

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

3.2 Key Definitions

- *Federally Assisted Construction Contract*: The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work*: The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

⁷ See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.⁸ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.⁹

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,¹⁰ Homeland Security Grant Program,¹¹ Nonprofit Security Grant Program,¹² Tribal Homeland Security Grant Program,¹³ Port Security Grant Program,¹⁴ Transit Security Grant Program,¹⁵ Intercity Passenger Rail Program,¹⁶ and Rehabilitation of High Hazard Potential Dams Program.¹⁷ Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

⁸ See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

⁹ 2 C.F.R. Part 200, Appendix II, § D.

¹⁰ See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

¹¹ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

¹² *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

¹³ See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

¹⁴ See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

¹⁵ See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

¹⁶ See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

¹⁷ See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.¹⁸
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.¹⁹ See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)²⁰ into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.²¹

4.3 Required Language²²

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.²³

5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

¹⁸ 2 C.F.R. Part 200, Appendix II, § D.

¹⁹ 2 C.F.R. Part 200, Appendix II, § D.

²⁰ 29 C.F.R. § 5.5(a)(6).

²¹ 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

²² 29 C.F.R. § 5.5(a).

²³ 29 C.F.R. § 5.5(a)(1), (6).

²⁴ See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.²⁵

5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,²⁶ NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.²⁷ This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.²⁸ In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.²⁹ According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.³⁰ Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.³¹
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.³²

²⁵ See 29 C.F.R. § 3.1.

²⁶ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

²⁷ 2 C.F.R. Part 200, Appendix II, § D.

²⁸ See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

²⁹ See 29 C.F.R. § 3.11.

³⁰ 29 C.F.R. § 5.5(a)(5).

³¹ See 2 C.F.R. Part 200, Appendix II, § D.

³² See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.³³

5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. Contract Work Hours and Safety Standards Act

Where applicable,³⁴ all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.³⁵ Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.³⁶ These requirements *do not* apply to

³³ 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

³⁴ See 40 U.S.C. §§ 3701-3708.

³⁵ 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

³⁶ 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.³⁷

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.³⁸

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

³⁷ 2 C.F.R. Part 200, Appendix II, § E.

³⁸ 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement³⁹ and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

³⁹ Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act⁴⁰ and the Federal Water Pollution Control Act.⁴¹ Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).⁴²

8.1 Applicability

This contract provision is required for all procurements over \$150,000.

8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

⁴⁰ 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

⁴¹ 33 U.S.C. §§ 1251-1387, as amended.

⁴² 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.⁴³ Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.⁴⁴

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.⁴⁵

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.⁴⁶

⁴³ 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

⁴⁴ 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

⁴⁵ 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

⁴⁶ 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.⁴⁷

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.⁴⁸ SAM Exclusions can be accessed at www.sam.gov.⁴⁹

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.⁵⁰

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.⁵¹

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified⁵²:

⁴⁷ See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

⁴⁸ See 2 C.F.R. Part 200, Appendix II, § H.

⁴⁹ 2 C.F.R. § 180.530.

⁵⁰ The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

⁵¹ See 2 C.F.R. §§ 180.220, 3000.220.

⁵² Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

“Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.⁵³

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

⁵³ See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.⁵⁴ Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.⁵⁵

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

10.2 Suggested Language

The following provides a sample contract clause:

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

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

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

⁵⁴ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

⁵⁵ See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

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

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.⁵⁶ Applicable NFEs must include a contract provision requiring compliance with this requirement.⁵⁷ This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.⁵⁸ Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines⁵⁹ that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.⁶⁰

11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

⁵⁶ Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

⁵⁷ See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

⁵⁸ See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

⁵⁹ 40 C.F.R. Part 247.

⁶⁰ 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.⁶¹ FEMA strongly encourages the use of this contract clause for any contracts where

⁶¹ 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

“Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
 - (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; and
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.⁶²

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.⁶³

13.2 Suggested Language

The following provides a sample contract clause:

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

⁶² See 2 C.F.R. § 200.322.

⁶³ 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Subrecipient/contractor's Authorized Official

Tim Murry, Mayor

Name and Title of Subrecipient/contractor's Authorized Official

Date

**ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Justice Assistance Grant (JAG)		
Requested Action		
Request approval to accept the grant award.		
Staff Report		
The grant funds will be used to purchase a high definition surveillance system. This would allow the department to utilize their officers more efficiently by allowing continuous monitoring, evidence collection, and deterrence of illegal activity such as the sale and delivery on narcotics and motor vehicle thefts. These type of investigations and operations normally require a considerable amount of manpower to conduct surveillance by utilizing plainclothes officers and unmarked/undercover vehicles. The cameras will offer live feedback that can be placed in unobtrusive locations to provide round-the-clock surveillance indoors, outdoors, and in poorly lit areas. The cameras will also expand the options for surveillance and workforce deployment to the most critical areas.		
Additional Analysis		
Fiscal Impact Summary		
The cost of the Digital Surveillance Equipment is \$13,498.00. The grant is funded for \$9,608.00 leaving the city to cover all costs over the grant amount, which is \$3,890.00. The budgeted amount of \$3,890.00 will be charged to minor equipment.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$13,398.00	10521-55204 Minor Equipment	\$13,398.00
Exhibits Attached (copies of original agreements)		
1. 6N119 - Federal Award - Agreement	6N119 - 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: 6N119

Award Period: 10/01/2024 – 09/30/2025

Award Title: C-6N119 Digital Surveillance Equipment

Federal Funds: \$9,608.00

Matching Funds: \$0.00

Total Funds: \$9,608.00

CFDA: 16.738

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

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

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

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

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of 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 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

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

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

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

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

Award Signatures

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

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

Award ID: 6N119
Award Title: C-6N119 Digital Surveillance Equipment
Award Period: 10/01/2024 – 09/30/2025

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient City of Clermont

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

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Tim Murry, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

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

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number: 6N119
Recipient: City of Clermont
Award Title: C-6N119 Digital Surveillance Equipment
Award Period: 10/01/2024 - 09/30/2025

Problem Identification

The City of Clermont desires to take a more proactive approach in apprehending, as well as later prosecuting, suspects involved in various illegal activity, such as the sale and delivery of narcotics and the theft of motor vehicles.

These types of investigations and operations require a considerable amount of manpower to conduct the required surveillance. Currently, the department employs the tactics of traditional surveillance such as plainclothes officers and unmarked/undercover vehicles as well as information relayed to them from the community. This creates an extraordinary manpower demand on their limited staff. There are not only limits on their time but increased risk of discovery when participating in multiple investigations and operations. They also rely on information being relayed to them from the community.

As a result, it is a priority to obtain cameras that offer live feedback that can be placed in unobtrusive locations to provide around-the-clock surveillance, indoors or outdoors, and in poorly lit areas. The addition of these cameras will expand options for surveillance and subsequent workforce deployment to the most critical areas.

This camera system is considered a priority and is not funded through the yearly budget the police department receives.

Scope of Work

The City of Clermont will use grant funds to purchase a high definition, low-light capable, modular surveillance system. This will allow the department to utilize its members more efficiently by allowing continuous monitoring, evidence collection and deterrence.

Appendix B - Deliverables

Award Number: 6N119
Recipient: City of Clermont
Award Title: C-6N119 Digital Surveillance Equipment
Award Period: 10/01/2024 - 09/30/2025

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

Deliverable 1	Recipient will use federal grant funds to procure a high definition, low-light capable, modular surveillance system.
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 \$9,608.00

Appendix C - Approved Budget

Award Number:	6N119		
Recipient:	City of Clermont		
Award Title:	C-6N119 Digital Surveillance Equipment		
Award Period:	10/01/2024-09/30/2025		
Award Amount:	\$9,608.00	\$0.00	\$9,608.00
	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
Digital Surveillance Equipment	Modular surveillance system with high definition low light capability and pan tilt and zoom. It includes an integrated base, a 4TB hard drive, cellular modem, recording software and a choice of concealment. One at \$ 11,499.00. Costs over the award amount of \$9608.00 will be be paid for by the City. Any subscriptions may be subject to proration outside of approved award dates.	\$9,608.00	\$0.00	\$9,608.00
D. Equipment Subtotal:				\$9,608.00

Appendix D: Award Contacts

Award Number: 6N119
Recipient: City of Clermont
Award Title: C-6N119 Digital Surveillance Equipment
Award Period: 10/01/2024 - 09/30/2025

Recipient Grant Manager (GM)

Name: Shane Strickland
Title: Captain
Address: 3600 S Hwy 27
Clermont, FL 34711
Phone: 3525368408
Email: sstrickland@clermontfl.org

Recipient Chief Official (CO)

Name: Tim Murry
Title: Mayor
Address: 685 W Montrose St
Clermont, FL 34711
Phone: 3525367358
Email: tmurry@clermontfl.org

Recipient Chief Financial Officer (CFO)

Name: Scott Borrer
Title: Finance Director
Address: 685 W Montrose St
Clermont, FL
Phone: 352-241-7368
Email: sborrer@clermontfl.org

Appendix E: Special Conditions

Award Number: 6N119
Recipient: City of Clermont
Award Title: C-6N119 Digital Surveillance Equipment
Award Period: 10/01/2024 - 09/30/2025

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

- S0053 At the time of application, the Recipient's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320 (see Subaward Management Questionnaire (SMQ) section VIII). Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
- W0066 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must submit a properly executed Telecommunications and Video Surveillance Services or Equipment Certification to the Office of Criminal Justice Grants.
- W0067 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0088 A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0090 WITHHOLDING OF FUNDS: The Recipient is currently delinquent in satisfying the Single Audit requirements detailed in the Office of Management and Budget (OMB), Uniform Requirements, 2 C.F.R. 200 - Subpart F. Prior to the drawdown of funds, the Recipient must submit the Single Audit for the year ending September 30, 2022 to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>

Appendix F – FY2023 Award Standard Conditions

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

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

GENERAL REQUIREMENTS

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

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

<https://www.ojp.gov/doj-financial-guide-2022>

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: <https://www.ecfr.gov/>

2 C.F.R. § 175.15(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://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf> and

<https://files.floridados.gov/media/706718/gs2-june-2023.pdf>

State of Florida Statutes:

Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, Fla. Stat., Public Records

Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure

Section 215.97, Fla. Stat. Florida Single Audit Act

Section 215.971, Fla. Stat., Agreements funded with federal or state assistance

Section 215.985, Fla. Stat., Transparency in government spending

Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I: TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP award-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The recipient’s breach procedures must include a requirement to report actual or imminent breach of PII to FDLE’s Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding “Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards,” the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs” and the requirements for the “Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs” do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, 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/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us>.

- 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 RESPONSIBILITY

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

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

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

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

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information

about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIS").

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

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide 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 Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

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

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

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

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

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

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

Recipients that expend less than \$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://www.ojp.gov/doj-guide-to-procurement-procedures>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, and 2 C.F.R. Subpart E, “Cost Principles”.
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.
- 6.0 Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.
- 7.0 Body Armor** - Certification of body armor “mandatory wear” policies, and compliance with NIJ standards. If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written “mandatory wear” policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN**, if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a “mandatory wear” policy in effect. There are no requirements regarding the nature

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

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

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

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

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

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

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

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

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

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

“vendor” and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 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.

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

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

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

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

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

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

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

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

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

"This project was supported by [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics]. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

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

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

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

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

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

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

18.0 Information Technology Projects

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

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

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

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

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

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

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

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

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

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

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

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

24.0 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.

25.0 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.

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

SECTION VII: ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

5.0 Disclosures

Conflict of Interest - 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 Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).
- 11.0 Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit <https://www.justice.gov/olp/page/file/1204386/download>.
- 12.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 13.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 14.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to

prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.

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

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

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

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

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

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

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

- 18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of

waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

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

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

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

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

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

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

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

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting

requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

- 25.0 For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.
- 26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 27.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 28.0 For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.
- 29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.
- 30.0 For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Term Contract Award <i>Bank Depository Services</i>		
Requested Action		
Requesting approval to award contract between the City of Clermont and JPMorgan Chase Bank, N.A. to provide banking services.		
Staff Report		
The evaluation committee recommends approval of the above action. The current banking services agreement with Fifth Third Bank ended September 30th, 2024, and the city is currently on a mutual month-to-month basis. The Procurement Services Department issued a Request for Proposal (RFP) number 25-003 on August 30, 2024, to obtain the services of a qualified banking institution to provide bank depository services. The RFP was formally advertised and complies with the City of Clermont Procurement Policy and Procedures. There were five (5) responses to the RFP. The requirements outlined in the RFP for a public depository include: • Be a qualified public depository per Chapter 280, Florida Statutes • Must be a Federal or Florida Chartered banking institution • Maintain the designation of a Qualified Public Depository throughout the life of the contract • Have five consecutive years of experience with at least three similar-sized public entities to the City of Clermont • Maintain a full-service branch within the Clermont City limits • The bank must be insured by the Federal Deposit Insurance Corporation (FDIC) • The bank must be a member or have direct access to the services provided by the Federal Reserve System An evaluation committee of three (3) City staff members from the Finance Department reviewed and scored the proposals and selected the top two companies for presentations. After the presentations, the evaluation committee ranked the proposals. JPMorgan Chase Bank, N.A. was the top-ranked bank selected for its qualifications, knowledge, low fees, high interest earning rate, and overall experience in government banking services. The award recommendation is being made to the most qualified respondent, JPMorgan Chase, N.A. The initial term contract is for a five (5) year period with up to three (3) additional one (1) year renewal periods at the option of the City.		
Additional Analysis		
Fiscal Impact Summary		
The proposal includes a 12 month fee waiver (\$40k cap). Please see "Tab A - Introduction Letter" of the attached JP Morgan Proposal file for additional details.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. RFP 25-003 Response Tabulation	RFP 25-003 Response Tabulation.pdf
2. RFP 25-003 Evaluation Score Sumamry	RFP 25-003 Evaluation Score Sumamry.pdf
3. RFP 25-003 Phase 2 Evaluation	RFP 25-003 Phase 2 Evaluation.pdf
4. RFB 25-003 Notice of Intent to Award	RFB 25-003 Notice of Intent to Award.pdf
5. JP Morgan Proposal	JP Morgan Proposal.pdf
6. Public Sector Banking Services Agreement - Clermont (FL) FINAL	Public Sector Banking Services Agreement - Clermont (FL) FINAL.docx
7. City of Clermont_ Banking Terms and Addendum CLEAN with sig block	City of Clermont_ Banking Terms and Addendum CLEAN with sig block.docx



RESPONSE TABULATION

RFP 25-003, BANK DEPOSITORY SERVICES
SOLICITATION DEADLINE: OCTOBER 17, 2024 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE
Fifth Third Bank
JPMorgan Chase Bank, N.A.
PNC Bank
Seacoast Bank
Truist Financial Corporation



EVALUATION TABULATION

RFP No. RFP 25-003

Bank Depository Services

RESPONSE DEADLINE: October 17, 2024 at 2:00 pm

EVALUATORS

Name	Title
Scott Borrer	Director of Finance
Jamie Monroy	Accountant
Dana Wiseman	Utility Billing Manager

MEETING SUMMARY

The Evaluation Committee met on Tuesday, November 12, 2024, at 10:00 A.M. to receive the scoring of the proposals. The scoring of the proposals was done individually by each evaluator through OpenGov. At the time of the meeting, the Procurement Services Director provided the score summary to the committee and proceeded to review the scores and provide their comments. The Evaluation Committee agreed to invite the top two bank firms who scored the highest for questions/presentations. Those companies are JPMorgan Chase Bank, N.A. and PNC Bank. The Procurement Director will be reaching out to the two companies to schedule meeting dates and times and provide information for the meeting.



City of Clermont
Procurement Services
 Freddy Suarez, Procurement Services Director
 685 W. Montrose Street, Clermont, FL 34711

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Avg. Score (Max Score 100)
JPMorgan Chase Bank, N.A.	84.5	70	77	77.17
PNC Bank	87	64.5	60	70.5
Truist Financial Corporation	75	66.5	65.5	69
Fifth Third Bank	75.5	70.5	58	68
Seacoast Bank	74.5	60	67	67.17

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points 5 Points (5%)	Experience of Financial Institution 0-10 Points 10 Points (10%)	Personnel Experience 0-10 Points 10 Points (10%)	Services Provided 0-10 Points 10 Points (10%)	Internal Control 0-10 Points 5 Points (5%)	Conversion and Implementation 0-10 Points 15 Points (15%)	New Services and Ideas 0-10 Points 5 Points (5%)	References 0-10 Points 5 Points (5%)	Sample Contract Pass / Fail 5 Points (5%)
JPMorgan Chase Bank, N.A.	8	8	7.7	7.3	7.7	7.3	6.3	7.7	100%
PNC Bank	7	7.7	7	7	7.3	7	6.3	6	66.7%
Truist Financial Corporation	5.3	6	7	6.3	7.3	7	6.3	8.7	100%
Fifth Third Bank	5.3	7	8	7.3	7.7	8	7.7	5.3	66.7%
Seacoast Bank	6.7	6.7	7.7	6.3	6.7	6.7	6.3	8	100%

Vendor	Cost of Services 0-10 Points 20 Points (20%)	Quality of Submittal 0-10 Points 10 Points (10%)	Total Score (Max Score 100)
JPMorgan Chase Bank, N.A.	7.7	8	77.17
PNC Bank	7.3	7	70.5
Truist Financial Corporation	7	6.3	69
Fifth Third Bank	5.7	6	68
Seacoast Bank	5.7	6.3	67.17

INDIVIDUAL PROPOSAL SCORES

Fifth Third Bank
Introduction Letter 0-10 Points 5 Points (5%)
Evaluator 1: 5
Standard marketing language, with a single sentence reference to current relationship.
Evaluator 2: 5
Evaluator 3: 6
Experience of Financial Institution 0-10 Points 10 Points (10%)
Evaluator 1: 8
Experience is established as the current contracted provider. Ratios exceed requirements.
Evaluator 2: 6
Evaluator 3: 7
Personnel Experience 0-10 Points 10 Points (10%)

	Evaluator 1: 9
--	----------------

Continuity of the current personnel are presented.

	Evaluator 2: 8
	Evaluator 3: 7

Services Provided 0-10 Points 10 Points (10%)

Evaluator 1: 7

Overall current and proposed services meet city needs, though updates are needed in some areas as noted in the response.

Evaluator 2: 8
Evaluator 3: 7

Internal Control 0-10 Points 5 Points (5%)
--

Evaluator 1: 10
Evaluator 2: 7
Evaluator 3: 6

meets

Conversion and Implementation 0-10 Points 15 Points (15%)

Evaluator 1: 9

Incumbent vendor. No mention on ongoing training or education.

Evaluator 2: 9
Evaluator 3: 6

New Services and Ideas 0-10 Points 5 Points (5%)
--

Evaluator 1: 10

Noted the need to update safes and online platform.

Evaluator 2: 7

Evaluator 3: 6

no special offerings to renew

References | 0-10 Points | 5 Points (5%)

Evaluator 1: 7

Incumbent vendor. One additional reference provided. One recent implementor noted.

Evaluator 2: 5

Evaluator 3: 4

only 2 references, was requested to have at least 4

Sample Contract | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

Incumbent vendor - recent contract update on file.

Evaluator 2: Pass

Evaluator 3: Fail

no contract provided-comment essentially says to refer to our current contract.

Cost of Services | 0-10 Points | 20 Points (20%)

Evaluator 1: 5

Cost of armored car service included.

Evaluator 2: 6

Evaluator 3: 6

for duration of contract unless fed funds drop below 3%

Quality of Submittal | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

Submittal focus is on past experience as the incumbent and pricing.

Evaluator 2: 6

Evaluator 3: 5

JPMorgan Chase Bank, N.A.

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Great introduction section. Appreciate the bullet-point summary in the message. Good overview of services within the executive summary. Brief yet thorough.

Evaluator 2: 7

Evaluator 3: 7

Experience of Financial Institution | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

All requirements and requested information met. Comparable other local governments provided.

Evaluator 2: 8

Evaluator 3: 7

Personnel Experience | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Appears to be a solid group. Profiles refer to a "Gov Client Coverage team".

Evaluator 2: 8

Evaluator 3: 7

Services Provided | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Appreciate the detailed explanations on processes such as exceptions and positive pay. Friendly ACH deadline times near the federal deadline. 7 year retention (10 yr option) meets city requirements. Like the clean appearance on the reporting examples. All needed file requirements for reporting available. Like the idea of the Hybrid DDA, but would have questions on rates. ECR rate volatility a concern.

Evaluator 2: 6

Evaluator 3: 8

ee program includes lending/refinancing

Internal Control | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

Evaluator 2: 8

Evaluator 3: 7

Conversion and Implementation | 0-10 Points | 15 Points (15%)

Evaluator 1: 8

Reasonable timeline, appears standard for all clients. No cost on additional training.

Evaluator 2: 7

Evaluator 3: 7

New Services and Ideas | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

Value added options provided, including check print outsourcing.

Evaluator 2: 5

Evaluator 3: 6

References 0-10 Points 5 Points (5%)
--

Evaluator 1: 9

Solid references. Local recent implementers.

Evaluator 2: 7

Evaluator 3: 7

Sample Contract Pass / Fail 5 Points (5%)

Evaluator 1: Pass

Evaluator 2: Pass

Evaluator 3: Pass

Cost of Services 0-10 Points 20 Points (20%)
--

Evaluator 1: 8

Evaluator 2: 6

Evaluator 3: 9

Quality of Submittal 0-10 Points 10 Points (10%)
--

Evaluator 1: 9

Appreciate the linked .pdf document. Well organized. Succinct yet thorough presentation. Not overloaded w/ marketing items.

Evaluator 2: 7

Evaluator 3: 8

fees, ECR and 1st year credits

PNC Bank

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

Letter and executive summary is personalized towards Clermont. Appreciate the cost table embedded in the executive summary.

Evaluator 2: 7

Evaluator 3: 6

Experience of Financial Institution | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Ratios exceed requirements. Solid ratings. Strong focus on public finance.

Evaluator 2: 8

Evaluator 3: 6

Personnel Experience | 0-10 Points | 10 Points (10%)

Evaluator 1: 9

Positive to have a Treasury Management Officer focused on public finance. Focus on local government is evident.

Evaluator 2: 7

Evaluator 3: 5

Services Provided | 0-10 Points | 10 Points (10%)

	Evaluator 1: 9
--	----------------

Good detailed section.

	Evaluator 2: 5
--	----------------

	Evaluator 3: 7
--	----------------

1 year stop payments, APIs with Munis

Internal Control 0-10 Points 5 Points (5%)
--

	Evaluator 1: 9
--	----------------

	Evaluator 2: 7
--	----------------

	Evaluator 3: 6
--	----------------

Conversion and Implementation 0-10 Points 15 Points (15%)

	Evaluator 1: 9
--	----------------

Customized implementation plan noted, with dedication from public finance team.

	Evaluator 2: 6
--	----------------

	Evaluator 3: 6
--	----------------

New Services and Ideas 0-10 Points 5 Points (5%)
--

	Evaluator 1: 8
--	----------------

Focus on technology is evident. Forward looking bank.

	Evaluator 2: 5
--	----------------

	Evaluator 3: 6
--	----------------

References 0-10 Points 5 Points (5%)
--

Evaluator 1: 6

Two 10+ year FL references included. One recent implementation provided (TX).

Evaluator 2: 6

Evaluator 3: 6

Sample Contract | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

Evaluator 2: Pass

Evaluator 3: Fail

Just saw a check cashing agreement but no contract

Cost of Services | 0-10 Points | 20 Points (20%)

Evaluator 1: 9

18 month fee waiver. 3.25 ECR plus 4.5 interest. 5 year price guarantee.

Evaluator 2: 6

Evaluator 3: 7

ECR 3.25, 4.5% interest on money market

Quality of Submittal | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Good proposal overall. The.pdf document links are included for navigation. Repetitive and disorganized in some places. Focus on technology evident. Appears to be strong attempt to enter central FL market.

Evaluator 2: 6

Evaluator 3: 7

Seacoast Bank	
Introduction Letter 0-10 Points 5 Points (5%)	
Evaluator 1: 8	Nice intro, but without summary points on the proposal.
Evaluator 2: 6	
Evaluator 3: 6	
Experience of Financial Institution 0-10 Points 10 Points (10%)	
Evaluator 1: 8	
Evaluator 2: 6	
Evaluator 3: 6	
Personnel Experience 0-10 Points 10 Points (10%)	
Evaluator 1: 8	A lot of contacts listed
Evaluator 2: 7	
Evaluator 3: 8	
Services Provided 0-10 Points 10 Points (10%)	
Evaluator 1: 7	no Brinks. Up to \$300 EE bonus to switch their bank. Free HSA
Evaluator 2: 5	
Evaluator 3: 7	

Internal Control 0-10 Points 5 Points (5%)	
	Evaluator 1: 7
	Evaluator 2: 7
	Evaluator 3: 6
Conversion and Implementation 0-10 Points 15 Points (15%)	
	Evaluator 1: 7
	Evaluator 2: 6
	Evaluator 3: 7
New Services and Ideas 0-10 Points 5 Points (5%)	
	Evaluator 1: 7
	Evaluator 2: 6
	Evaluator 3: 6
References 0-10 Points 5 Points (5%)	
	Evaluator 1: 10
Solid local references.	
	Evaluator 2: 7
	Evaluator 3: 7
Sample Contract Pass / Fail 5 Points (5%)	
	Evaluator 1: Pass

Evaluator 2: Pass

Evaluator 3: Pass

Cost of Services | 0-10 Points | 20 Points (20%)

Evaluator 1: 6

Evaluator 2: 5

Evaluator 3: 6

Quality of Submittal | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Appreciated the examples and sample reports provided. All around solid proposal.

Evaluator 2: 5

Evaluator 3: 6

Fees did not follow our order, hard to do comparison

Truist Financial Corporation

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 5

Brief but personalized to some extent. Executive summary outlined services available, but no proposal highlights are referenced. Read more like marketing material.

Evaluator 2: 5

Evaluator 3: 6

Experience of Financial Institution | 0-10 Points | 10 Points (10%)

Evaluator 1: 6

All ratios exceed requirements.

Evaluator 2: 6

Evaluator 3: 6

Personnel Experience | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

Like the focus on public finance (government banker) and treasury management.

Evaluator 2: 7

Evaluator 3: 6

Services Provided | 0-10 Points | 10 Points (10%)

Evaluator 1: 8

All expected services included, including UPIC and teller positive pay. Detail provided on RDC. Courier svcs separate. Seven year retention is good.

Evaluator 2: 6

Evaluator 3: 5

Internal Control | 0-10 Points | 5 Points (5%)

Evaluator 1: 9

Good detail provided on risk management.

Evaluator 2: 7

Evaluator 3: 6

Conversion and Implementation | 0-10 Points | 15 Points (15%)

Evaluator 1: 8

Detailed plan by task/process is presented. Focus on its importance is evident.

Evaluator 2: 7

Evaluator 3: 6

New Services and Ideas | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

Interested in UPIC.

Evaluator 2: 5

Evaluator 3: 6

References | 0-10 Points | 5 Points (5%)

Evaluator 1: 10

Strong presence in central Florida. Recent implementer provided.

Evaluator 2: 9

Evaluator 3: 7

listed some with Munis systems

Sample Contract | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

Evaluator 2: Pass

Evaluator 3: Pass

Cost of Services | 0-10 Points | 20 Points (20%)

Evaluator 1: 7

Courier Svcs separate contract.

Evaluator 2: 6

Evaluator 3: 8

9 month fee waiver

Quality of Submittal | 0-10 Points | 10 Points (10%)

Evaluator 1: 6

Submitted version was a draft, with notes in the right margin. No .pdf links from TOC.

Evaluator 2: 7

Evaluator 3: 6



PHASE 2 EVALUATION

RFP No. RFP 25-003

Bank Depository Services

RESPONSE DEADLINE: October 17, 2024 at 2:00 pm

SELECTED VENDOR

VENDOR RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
JPMorgan Chase Bank, N.A.	Orlando, FL

PHASE 2

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Ranking Order	0-5 Points	1 (100% of Total)

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Total Score (Max Score 1)
JPMorgan Chase Bank, N.A.	1	1
PNC Bank	-	-
Fifth Third Bank Excluded	0	0
Seacoast Bank Excluded	0	0
Truist Financial Corporation Excluded	0	0



NOTICE OF INTENT TO AWARD
RFP No. RFP 25-003
Bank Depository Services

RESPONSE DEADLINE: October 17, 2024 at 2:00 pm

Tuesday, December 3, 2024

After the careful and thorough review of all responses received to solicitation number RFP 25-003 titled Bank Depository Services, the City hereby issues this Award Recommendation to the following company:

JPMorgan Chase Bank, N.A.

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director

J.P.Morgan

Proposal for City of Clermont

RFP 25-003 Bank Depository Services

October 17, 2024



Table of Contents

TAB A – INTRODUCTION LETTER.....	1
Executive Summary.....	3
Solution Overview.....	4
TAB B - EXPERIENCE.....	9
1 – QUALIFIED PUBLIC REPOSITORY REQUIREMENTS	12
TAB C - PERSONNEL	17
TAB D - SERVICES	26
A. Branch Services	26
B. Remote Deposit Capture (RDC).....	27
C. Returned Item Processing.....	31
D. Availability of Deposits	31
E. Check Disbursements / Positive Pay.....	32
F. Controlled Disbursement	34
G. Stop Payments	35
H. ACH Processing.....	36
I. Wire Processing	40
J. Intra Bank Account Transfers.....	41
K. Statements & Documents.....	42
L. Online Reporting System	43
M. Reconciliation Services.....	48
N. Overnight Investment Option or Interest Bearing Bank Deposit.....	52
O. Earnings Credit Rates.....	57
P. Account Analysis Statements	58
Q. End-of-Day Overdrafts	60
R. Daylight Overdrafts	61
TAB E – INTERNAL CONTROL	62
TAB F – CONVERSION AND IMPLEMENTATION.....	64

TAB G – NEW SERVICES AND IDEAS	70
TAB H – REFERENCES	74
TAB I – SAMPLE CONTRACT	76
TAB J – COST OF SERVICES.....	80
5. Pricing Proposal	80

Appendices

Appendix 1: Financial Wellness Education
Appendix 2: Availability Schedules
Appendix 3: Global Sanctions Compliance Program
Appendix 4: Florida State License



Message to City of Clermont

October 17, 2024

Freddy Suarez, Procurement Services Director
685 W. Montrose St
Clermont, FL 34711

Dear Mr. Freddy Suarez:

We are pleased to present our comprehensive banking services proposal to the City of Clermont (the City). With JPMorgan Chase Bank, N.A. (J.P. Morgan), the City benefits from industry-leading treasury solutions, advanced cybersecurity and fraud protections, and dedicated client service. We deliver innovative solutions with the attentive service you require. Through our proposal, we aim to demonstrate why we are the ideal banking provider to support the City now and as you continue to grow into the future.

Leader in Government Banking across the United States: For decades, our dedicated team of government bankers and treasury professionals have provided practical tools and resources to meet budgetary, treasury, billing and collections, financing and liquidity needs. We pride ourselves in delivering solutions to city governments of all sizes. J.P. Morgan has a relationship with over 1,000 cities across the U.S. including 9 of the top 10 cities, for their depository, treasury and lending needs. Since our founding in 1799, we have supported city governments with planning, development and disaster relief, among other critical activities.

Commitment to the state of Florida and the City of Clermont: Our mission is to support people, strengthen communities and advance local economies. In Florida, we have 14,000 employees and 411 local branches, demonstrating our dedication to the state. In the City and Lake County we support local non-profits, career and service skill organizations, as well as several local governments. With thousands of local business customers and over 100,000 local consumer customers, our presence is significant. In Lake County, we currently employ 149 residents and operate four branches with plans for three additional branches by 2027.

Competitive service fees and financial offering:

- 12-month waiver of fees, up to \$40,000
- \$5,000 account credit for five remote deposit scanners and supplies
- Earnings credit rate (ECR) of 3.32%
- Interest rate on excess balances of 3.22%
- Smart Safe and courier fees billed through account analysis

At present, the City is billed \$9,000 per month in service fees with your current bank, requiring \$16 million in balances to offset these costs. With J.P. Morgan as your financial provider, the City's services fees will be waived the first year (up to \$40,000), during this time the City will earn interest on all balances. After this period, our proposal reduces the City's service charges to approximately \$3,000 a month. As of today, the City would need only \$1.5 million in monthly balances to offset fees with J.P. Morgan. Any balances above this amount would earn interest at the current rate of 3.22% through our Hybrid DDA structure or can be invested in our money market funds. Our proposal results in substantial savings and earnings for the City over the contract term.

Flexible deposit solutions: The City currently uses an armored courier service for deposit pickups one time per week at three locations. We propose to run courier charges and/or Smart Safe fees through the account analysis statement, allowing the City to use balances to offset these costs. The City should contract directly with a courier, as this facilitates tailored service arrangements and enhances communication regarding service-related matters.

Alternatively, given the City's low volume of cash deposits, we believe that our commercial branch network, including night-drop services, is a more efficient and cost-effective solution compared to vault services. Our branches offer convenient access for deposits, reduce reliance on courier services and provide greater flexibility in managing cash flow.

Firm overview and history : JPMorgan Chase & Co.(JPMorganChase) along with its legacy institutions, boasts a history spanning over 200 years, evolving into the largest bank in the United States and a premier global financial institution. As a financial holding company, its principal banking subsidiary, JPMorgan Chase Bank, N.A., operates in 48 states, while its principal nonbank subsidiary, J.P. Morgan Securities LLC, functions as a U.S. broker-dealer. With assets exceeding \$4.1 trillion and a workforce of over 300,000 employees, JPMorganChase is a leading global financial services firm. Headquartered in New York, it serves millions of consumers as well as prominent corporate, institutional and government clients worldwide.

Financial stability: As of June 30, 2024:

- Market capitalization of \$575.5 billion
- Deposits of \$2.4 trillion
- Loans of \$1.32 trillion
- Total stockholder equity of \$340 billion
- Tier 1 and total risk-based capital ratios 16.7% and 18.5%, respectively.

Merger and acquisition activity: We provide free access to our annual reports and other filings on our website, www.jpmorganchase.com, which include information about our private investment and merger and acquisition activities.

Insurance requirements: Our general certificate of insurance is provided in *TAB B*. Please also see *TAB I* for additional information in the *Sample Contract* section.

Account servicing: Dominic D'Amato will serve as the City's primary relationship manager, located at 450 S. Orange Ave, Orlando, FL. The City will also have dedicated client service support and access to our branch network. Please see *TAB C* for an overview and biographies of your J.P. Morgan team. We have also provided Dominic's certificate of incumbency following our introduction letter.

Our treasury services offer robust, efficient and streamlined solutions to optimize your financial operations. We deliver expertise, innovation and industry-leading service and security to support your growth now and into the future. Thank you for considering our proposal. We welcome the opportunity to discuss it in more detail and explore how we can best meet your needs.

Sincerely,



Dominic D'Amato
Relationship Executive
(407) 236-5440
dominic.damato@jpmorgan.com

Executive Summary

We share insights and perspectives to help your staff operate with full efficiency and to meet your objectives. We collaborate with your team to implement innovative solutions that help drive operational outcomes, enhance automation and lower staff time spent on manual processes with a well-prepared strategic plan of proposed initiatives that align with your objectives. We consistently reevaluate this plan to stay current with your goals and priorities.

Supporting the City with a dedicated team

Our Government Banking team is dedicated to providing the industry with innovative financial solutions and personalized client service. Our first-hand knowledge and understanding of today’s challenges comes from having supported government agencies and authorities with critical activities ranging from planning and development—to utilities, finance, procurement, public safety and disaster relief. Our experienced onboarding specialist will develop a tailored implementation plan that fits the needs of the City’s organization to facilitate the transition and implementation of services. Stay up-to-date through regular relationship reviews, training and client discussions via local coverage.

Commitment to the City of Clermont and Lake County community

Our mission is to support people, strengthen communities and advance local economies. We are helping maintain the richness and culture that is so important to the City and County through our deep commitment to local growth and transformation.

- \$289,000 in non-profit contributions to Lake County
- \$49,000 in career and service skills support in Lake County
- 7,700 local business customers
- 4 local government clients within Lake County
- 119,500 local consumer customers

Our commitment



Figure 1

Developing and advancing our communities

JPMorganChase and our Commercial Banking team are providing critical support, including lending, investing, training and mentorship. Our goal is to strengthen diverse businesses, expand affordable housing, support vital institutions and advancing the sustainable transformation our communities’ needs.

This substantial effort is part of our long history of empowering businesses and helping our communities in good times and bad. We’re focused on addressing our communities’ most pressing socio-economic challenges and creating the powerful change that drives progress for generations to come.

Solution Overview

The City is seeking a capable and proven financial institution to provide holistic support for your treasury management activities. Our vision for your treasury management structure is aligned to meet the City's objectives. The following summary presents our recommended technology integration and value-added solutions to allow us to deliver an effective, holistic solution.

Collections

We suggest that the City deposit and order currency using our strategically located cash vaults and branches. Deposits are picked up from specified locations and delivered to our vault network or branch. We recommend that you enhance this process with Smart Safes to reduce the frequency.

Smart Safe: Deposit cash remotely with Smart Safe. Our Smart Safe solution improves cash flow with daily credit for cash placed in Smart Safe without making a daily physical deposit and lowers costs by reducing frequency of armored service pickups. Complete a site-specific analysis for deployment consideration and service-level fit approach.

Remote Deposit Capture (RDC): To gain greater efficiencies, we recommend depositing paper checks through our RDC solution. Take advantage of top-tier availability, a later deposit cutoff time and reduced risk arising from logistics and unanticipated delays. Minimize cost associated with manual check processing, expedite deposits, resulting in increased available funds and reduce processing and clearing float. The City can use our online image browser to view and display deposits, settlements and optional data capture. You also have the option to include this activity in your daily transmissions to expedite automated cash posting.

eLockbox: With ACH eLockbox, you have prompt access to payment information, allowing you to respond to customer inquiries without delays. In addition, it helps you avoid unnecessary service disruptions and reduce day's sales outstanding (DSO) by shortening the payment settlement process by up to two days. Consolidate multiple electronic consumer payments into a single transaction, accelerate funds availability and improve productivity. Reduce manual exception processing and collection costs, minimize exceptions by reviewing and repairing them electronically, or opt to have us repair them for you automatically. Expedite exceptions handling and data validation, improving the accuracy of remittance and customer account number data, and search, review and return transactions, and submit notifications of change online.

Disbursements

Our suite of disbursement services can be tailored to meet your needs.

Positive pay: The City uses positive pay with payee name verification and teller line verification to help guard against check fraud by validating each item presented for payment. Our positive pay service provides check reconciliation and fraud prevention by identifying discrepancies between checks presented to us. The City can use our online banking portal, J.P. Morgan Access, to review digital images of exception items. You can instruct us to pay or return each item from a single page. Payee name exceptions are conveniently delivered along with all other types of exceptions, allowing the City to easily employ the most up-to-date fraud protection services. Additionally, email notifications offer a convenient way to know when exceptions are available for review.

Check print: Eliminate costly print operations activity while maintaining control of your payment process by outsourcing this function to us, allowing you to focus on core competencies. Benefit from our buying power for check stock, envelopes and postage, as we transfer these savings to you.

Account Validation Services (AVS): As the volume of electronic payments has grown, so have occurrences of fraudulent activity and administrative returns. AVS reduces instances of fraud by leveraging multiple data sources, including our proprietary data and the Early Warning National Shared Database to validate payee account information, further protecting your payments.

Information reporting

We will listen to your needs during our initial business process review to optimize efficiency and allow for continued process improvement down the road.

Reporting automation—File Transmission Reporting: Automate daily reconciliation of all bank transactions at the account level. Benefit from streamlining paid checks into your ERP ledger removing the need for manual reconciliation. File Transmission Reporting optimizes information reporting and ERP integration to simplify data inquiries making decision making easier.

Forecast cash with ease—J.P. Morgan Embedded Solution for Excel: Complement your ERP with simplified cash forecasting tools. Our cash position tool helps the City create a customized worksheet that can be automatically populated with bank account data, or populate existing spreadsheets. Initiate payments directly from spreadsheets.

Cybersecurity

Cybersecurity is becoming increasingly more complex and more dangerous. Cybercrime has shifted away from individual consumers to enterprise opportunities, consequently creating a rising threat to corporations and government entities like the City. Serving our clients and keeping their information safe is our key priority. We have an annual technology budget of **\$17 billion** to provide advanced technology and protect ourselves from cyber warfare. More than 600 employees across the firm are dedicated to this infrastructure and we anticipate further growth in the years ahead.

In addition to protecting the firm’s perimeter (people trying to get into our systems from the outside), we are enhancing processes to monitor and detect internal threats. We limit access to high-risk systems and monitor activities that could indicate problems. We also monitor related third-party systems (e.g., exchanges, etc.) to make sure their protections are adequate. In addition, the firm is working closely with appropriate government agencies and with other businesses to continue to enhance defenses and improve the firm’s resiliency to the cybersecurity threats facing many industries.

Conclusion

The City is searching for superior reliability and efficiency in your treasury management operations. We offer industry-leading financial solutions and thought leadership for our clients. Based on the objectives stated in your RFP and our understanding of your goals, we are confident that we will exceed your objectives. Our team will work with the City to further identify opportunities for improvement and collaborate with your leadership to deploy a cohesive strategy.

JPMorgan Chase Bank, National Association

CERTIFICATE

I, Andrea Belen Daneri, do hereby certify that I am a duly appointed Assistant Corporate Secretary of JPMorgan Chase Bank, National Association, a national banking association formed under the laws of the United States (the “**Bank**”), and that set forth below is a true and correct copy of a resolution duly adopted by the Board of Directors of the Bank on March 20, 2018. I further certify that the said resolution is still in full force and effect as of the date hereof.

"RESOLVED that loan agreements, contracts, indentures, mortgages, deeds, releases, conveyances, assignments, transfers, certificates, certifications, declarations, leases, discharges, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, guarantees, proxies, requisitions, demands, proofs of debt, claims, records, notes signifying indebtedness of JPMorgan Chase Bank, N.A. (the “**Bank**”) and any other contracts, instruments or documents in connection with the conduct of the business of the Bank (“**Documents**”), whether or not specified in the resolutions of the Bank’s Board of Directors (the “**Board**”), may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank by the Chairman of the Board, the Chief Executive Officer of the Bank (“**CEO**”), a President, the Chief Operating Officer, a Vice Chairman of the Board, a Vice Chairman, any member of the Firm’s Operating Committee (an “**Operating Committee Member**”), any Executive Vice President, the Chief Financial Officer, the General Counsel, the Treasurer, the Controller, the Chief Risk Officer, the Secretary, any Senior Vice President, any Managing Director, any Executive Director, any Vice President, or any other officer having a functional title or official status which is at least equivalent to any of the foregoing corporate titles, and the seal of the Bank may be affixed to any thereof and attested by the Secretary, any Assistant Corporate Secretary, or any of the foregoing officers; provided, however, that any guarantees, comfort letters or other letters of support issued by the Bank in respect of obligations of any of the Bank’s affiliates or subsidiaries (“**Support Documents**”) may be executed only where consistent with such resolutions of the Board dated December 8, 2015, as amended, relating to the provision of Bank guarantees and other support issued by the Bank in respect of obligations of its subsidiaries and affiliates."

I further certify that the individual listed on the attached schedule holds the corresponding title indicated on the schedule for the Bank and is empowered to act in conformity with the referenced resolution.

This certificate may be executed and delivered by electronic means. Such electronic signature shall be valid and binding as of the date indicated by the timestamp accompanying the electronic signature.

Andrea Belen Daneri

February 22, 2024 | 2:31:22 PM EST

Andrea Belen Daneri

Schedule

<u>Name</u>	<u>Title</u>
Dominic A. D'Amato	Executive Director

TAB B - Experience

Describe the experience of the financial institution in providing requested banking services to at least three (3) similarly sized public entities over the last five (5) consecutive years.

City of West Palm Beach			
Contact Name, Title	John Rauback, Treasury Manager		
Address	401 Clematis Street, 5th Floor, West Palm Beach, FL 33401		
Phone	(561) 822-1327	Email	jrauback@wpb.org
Length of time services provided			12 years

City of St. Petersburg			
Contact Name, Title	Tom Hoffman, Treasurer		
Address	One 4th Street North, 5th Floor, Saint Petersburg, FL 33701		
Phone	(727) 893-4170	Email	thomas.hoffman@stpete.org
Length of time services provided			9 years

City of Tarpon Springs			
Contact Name, Title	Ron Harring, Finance Director		
Address	324 E. Pine Street, Tarpon Spring, FL, 34689		
Phone	(727) 942-5612	Email	rharring@ctsfl.us
Length of time services provided			8 years

City of Palm Bay			
Contact Name, Title	Ruth Chapman, Assistant Finance Director		
Address	120 Malabar Road SE, Palm Bay, FL 32907		
Phone	(321) 409-7104	Email	ruth.chapman@palmbayflorida.org
Length of time services provided			8 years

Describe the experience of the financial institution in terms of interfacing with Tyler MUNIS Financial Systems Management software.

We offer a variety of file-based reporting options through standard communication connections to facilitate reconciliation within an Enterprise Resource Planning (ERP) or Treasury Workstation (TWS) system. Alternatively, leverage our suite of API offering to receive information reporting directly back into your ERP/TWS that you can integrate it into your system in a manner that you see fit. Take advantage of our proven track record and let us support the integration journey between your **Tyler MUNIS** system and the electronic banking channels we offer.

Benefit from our expertise in integration

Thousands of our clients benefit from streamlined integration from our electronic banking system, J.P. Morgan Access, to their accounting system. On average, we implemented more than 400 ERP and/or TWS integration projects annually for the last few years. We view the implementation process as a pivotal phase in our relationship and an opportunity to continue earning your trust with our expertise and consultative capabilities.

Create a table and complete the following current credit ratings by Standard & Poor's Rating Services and Moody's. If the respondent is not rated by these rating organizations, provide other evidence of the institution's financial strength and compliance.

Provide information on whether ratings are currently under review or if the respondent is on a credit watch or its equivalent. Disclose the current Thompson Financial Bankwatch rating.

We are routinely rated by industry experts Standard & Poor and Moody's. Our ratings are shown below.

JPMorgan Chase & Co. credit ratings – as of October 15, 2024		
	Moody's	Standard & Poor's
Outlook	Stable	Positive
Long-term issuer rating	A1	A-
Short-term issuer rating	P-1	A-2

JPMorgan Chase Bank, N.A. credit ratings – as of October 15, 2024		
	Moody's	Standard & Poor's
Outlook	Negative	Positive
Long-term issuer rating	Aa2	A+
Short-term issuer rating	P-1	A-1

These credit ratings are provided for information purposes only. Credit ratings are solely the opinions of the rating agencies. J.P. Morgan does not endorse, and accepts no responsibility for, the credit ratings issued by the rating agencies. Credit ratings may be changed, superseded or withdrawn by the rating agencies at any time. For short-term unsecured senior debt we used Short term issuer rating. For long-term unsecured senior debt we used Long-term issuer rating.

Discuss the financial institution's current capital structure, adequacy, and coverage. Confirm the bank meets the following requirements.

A. Requirement. The bank must be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation, with a Total Risk-Based Capital Ratio equal to or greater than 10 percent, a Tier 1 Risk-Based Capital Ratio equal to or greater than 6 percent, and a Tier 1 Leverage Capital Ratio equal to or greater than 5 percent.

As of June 30, 2024, and December 31, 2023, JPMorganChase and JPMorgan Chase Bank, N.A. were **well-capitalized** and met all capital requirements to which each was subject.

The table below presents capital ratios for JPMorgan Chase Bank, N.A. as of June 30, 2024 and December 31, 2023. The Basel III capital rules became fully phased-in effective January 1, 2019. Prior to this date, the required capital measures were subject to the transitional rules which, as of December 31, 2018, were the same on a fully phased-in and transitional basis.

Required information	June 30, 2024	December 31, 2023
Common Equity Tier 1 Capital Ratio	16.4%	16.2%
Tier 1 Capital Ratio	16.4%	16.2%
Total Capital Ratio	17.6%	17.3%
Tier 1 Leverage Ratio	8.1%	7.9%

B. Confirm Yes or No to the above statement in your proposal.

Confirmed. Yes.

C. Provide the following:

1. Total Risk-Based Capital Ratio	17.6%
2. Tier 1 Risk-Based Capital Ratio	16.4%
3. Tier 1 Leverage Capital Ratio	8.1%

D. Include an electronic copy of the most recent audited financial statements.

For the City's convenience, we make our financial statements and other publicly filed documents available through our website: <https://www.jpmorganchase.com/corporate/investor-relations/annual-report-proxy.htm>. This link provides past and current JPMorganChase Annual Reports, which include audited financial statements.

1 – QUALIFIED PUBLIC REPOSITORY REQUIREMENTS

Any respondent interested in serving as the public depository for the City must, at a minimum, meet the following criteria:

A. The successful respondent must meet the following criteria to comply with Chapter 280.17, Florida Statutes:

• **1. Be a qualified public repository per Chapter 280, Florida Statute.**

JPMorgan Chase Bank, N.A. is a qualified depository for public funds in Florida.

• **2. The bank must be a Federal or Florida Chartered banking institution.**

JPMorgan Chase Bank, N.A. is a national banking association, organized and existing under the laws of the United States pursuant to a charter issued by the U.S. Office of the Comptroller of the Currency (OCC). JPMorgan Chase Bank, N.A. is a successor to institutions dating back to 1799.

• **3. Maintain the designation of a Qualified Public Depository throughout the life of the contract resulting from the award of this solicitation, providing the City with proof of said Qualified Public Depository designation annually.**

Acknowledged. JPMorgan Chase Bank, N.A. is a qualified depository for public funds in Florida.

B. The successful respondent must have five (5) consecutive years of experience with at least three (3) similarly sized public entities in providing similar banking services as requested in this RFP by the response deadline.

Please see *TAB B* and *TAB H* for our references.

C. All respondents must provide proof of the above qualifications by furnishing a copy of the most current business tax receipt for the qualifying location, which clearly documents said status. Failure to provide said documentation with the proposal response shall be grounds to deeming the proposal unresponsive and to be removed from further consideration. This is a non-negotiable item.

Our most recent business tax receipt is provided at the end of this section.

D. The successful respondent must maintain a full-service branch within the Clermont city limits.

We offer flexible depository services for cash and checks to meet the City's check and cash deposit needs:

- For deposits of less than \$10,000 in cash, you may make up to 10 deposits per day at our commercially enabled local branches
- For deposits more than \$10,000 in cash, we recommend the use of our vault deposit services

Branch deposits

You benefit from making deposits less than \$10,000 daily at our commercially enabled branches. We offer a full service branch in Clermont, FL within **1.59 miles** of the City's office.

Branch location, address and hours of operation are provided in the table below. The deposit cutoff time is the branch closing time Monday through Friday, 5:00p.m. ET.

Chase branch location

Commercially enabled branch	Address	Hour of operation (ET)
Clermont North	220 Citrus Tower Blvd. Clermont, FL 34711	Monday – Friday: 9:00 a.m. to 5:00 p.m. Saturday: 9:00 a.m. to 2:00 p.m.

As a business practice, we regularly review branch and ATM activity which may result in branch openings and closings, ATM placement or removal, or in the change of branch bank or ATM functions. Therefore, branch bank and ATM locations and functions may change from time to time.

How Business Deposit Express branch services work

Our Business Deposit Express solution provides currency and coin deposit and ordering services for you at a local branch. Make smaller deposits or request small change orders on a regular basis using commercially enabled branches within our retail network.

Smaller deposits are defined (per day, per branch) as:

- Less than \$10,000 in cash (with coin in separate coin bags)
- A maximum of 10 deposits
- A maximum of 100 checks per deposit

Small change orders are defined (per day, per branch) as less than \$5,000. Make cash deposits at any time through the depository vault (night depository) at any commercially enabled Chase branch. Business Deposit Express requires the use of recyclable, dual-pouch, tamper-resistant plastic deposit bags for each deposit. By using the plastic deposit bags, branches may verify deposits containing cash on a delayed basis. We complete deposit verification of all cash within two business days of receipt of the deposit (three days if the deposit package is forwarded to a commercial vault for verification).

E. The successful respondent must be insured by the Federal Deposit Insurance Corporation (FDIC).

Deposits in J.P. Morgan are insured by the FDIC as provided by law and regulation.

F. The successful respondent must be a member of or have direct access to the services provided by the Federal Reserve System.

JPMorgan Chase Bank, N.A. is a national bank, and a national bank is required by law to be a member of the Federal Reserve System.

G. The successful respondent must describe the amount and terms of General Liability, Worker's Compensation, Financial Institution Bond (Bankers Blanket Bond**), and Banker's Professional Liability Insurance coverage held. Describe all Fidelity Bond and Professional Liability limits, the names, and A.M. Best rating of all carriers. Submit a current insurance certificate on an Accord Form showing the firm's standard coverage. Refer to Section 2.8 for insurance coverage requirements and limits.**

Our certificate of insurance is provided below. Please also see *TAB I Sample Contract* section.

TAB B required documentation

Please see the required documentation on the following pages.

POST IN A
CONSPICUOUS
PLACE

Clermont, FL
LOCAL BUSINESS TAX
THIS RECEIPT EXPIRES 09/30/2024

Receipt Number
1743

Business Name:

Business Location: 220 CITRUS TOWER BLVD

Mailing Address: JPMORGAN CHASE BANK, NA
1111 POLARIS PARKWAY FLOOR 2A
COLUMBUS, OH 43240

BUSINESS TAX RECEIPT

This tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City, and may be subject to zoning restrictions. This tax receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence.



Classification: BANKS - ST LIC

PAID

By

Macy A. H.
City Clerk

Total Received \$125.00

FORM LLICV

tylerbusinessforms.com

877.749.2090

***Office Copy Only**

POST IN A
CONSPICUOUS
PLACE

Clermont, FL
LOCAL BUSINESS TAX
THIS RECEIPT EXPIRES 09/30/2024

Receipt Number
1743

Business Name:

Business Location: 220 CITRUS TOWER BLVD

Mailing Address: JPMORGAN CHASE BANK, NA
1111 POLARIS PARKWAY FLOOR 2A
COLUMBUS, OH 43240

BUSINESS TAX RECEIPT

This tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City, and may be subject to zoning restrictions. This tax receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence.



Classification: BANKS - ST LIC

PAID

By

Macy A. H.
City Clerk

Total Received \$125.00



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:																					
INSURED JPMorgan Chase & Co. and subsidiary, affiliated, and associated companies thereof 480 Washington Blvd, Floor 10 MAIL CODE- NY1-F014 Jersey City NJ 07310-1616 USA	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B:</td><td>AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co of Pittsburgh	19445	INSURER B:	AIU Insurance Company	19399	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	National Union Fire Ins Co of Pittsburgh	19445																				
INSURER B:	AIU Insurance Company	19399																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 570106025921**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:			9952721	06/01/2024	06/01/2025	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$50,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			981-27-61 All Other States 981-27-62 MA	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION	☒ OCCUR ☐ CLAIMS-MADE		BE84772055 SIR applies per policy terms & conditions	06/01/2024	06/01/2025	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 GL Retention \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe in under DESCRIPTION OF OPERATIONS below	☒ Y/N N	N/A	WC020396123 All Other States WC020396124 CA	06/01/2024	06/01/2025	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The insurance maintained by JPMorgan Chase & Co. provides for the following coverage enhancements in keeping with the terms of the signed contracts, leases and/or agreements in place: Blanket Contractual Liability is included in the General Liability. Waiver of Subrogation is included where required. The Landlord, Landlords Agent(s), Landlords Lender(s), Ground Lessor(s), Vendor(s), Clients and any other party as required by the signed contract, lease and/or agreement are listed as additional insured as their interests may appear and when applicable.

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance for JPMorgan Chase & Co. and subsidiary affiliated and associated companies thereof, 480 Washington Blvd., Floor 10 MAIL CODE- NY1-F014 Jersey City NJ 07310-1616 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570106025921



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED JPMorgan Chase & Co.	
POLICY NUMBER See Certificate Number: 570106025921			
CARRIER See Certificate Number: 570106025921	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC020396127 AZ IL NJ TX	06/01/2024	06/01/2025		
B		N/A		WC020396125 WI	06/01/2024	06/01/2025		
B		N/A		WC020396126 MN	06/01/2024	06/01/2025		
B		N/A		WC020396128 NY	06/01/2024	06/01/2025		

TAB C - Personnel

Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.

Dominic D'Amato, relationship executive, will serve as your primary contact. His contact information is provided in the table below.

The City's primary contact	
Name	Dominic D'Amato
Title	Relationship Executive, Authorized Officer
Address	450 S. Orange Ave., Floor 10, Orlando, FL 32801-3383
Phone number	(407) 236-5440
Email address	dominic.damato@jpmorgan.com

Name the individuals who will work with the City on a day-to-day basis. Please name the individual responsible for each proposed Service Group. The information should include:

- **Biographical information.**
- **Experience working with other cities.**
- **Proposed role with regard to the City's account.**
- **Number of years of experience in this field.**
- **Number of years with your firm.**

The City can be confident in the J.P. Morgan team. Part of our commitment to the City is having the appropriate individuals assigned to your relationship team and providing outstanding client service. We take a consultative team approach to building relationships with our clients.

We assign a skilled relationship team, which is made up of professionals with a variety of expertise, who will listen carefully and proactively and will provide targeted ideas to energize your business.

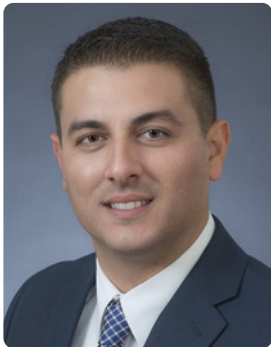
- **Relationship Executive:** Dominic D'Amato will serve as the lead relationship contact. Dominic is a highly experienced client advocate and maintains responsibility for the overall relationship with the City.
- **Client Service Associate:** Krystal Pina is dedicated to managing the service requirements of your business.
- **Sales Associate:** Matt Kelly is responsible for supporting Dominic D'Amato, the relationship executive.
- **Industry Executive:** John McAuley will serve as a senior-level advocate for your organization.
- **Product Solution Managers:** Scott Lefko and Cindy Hammer will serve as the City's product specialists in a consultative capacity.

Brief biographies, experience and contact information for your relationship team are provided on the following pages.

Relationship Executive

Dominic D’Amato will serve as the lead relationship contact. Dominic is responsible for the City’s banking arrangements at J.P. Morgan and the effectiveness of our team in handling the City’s banking services.

Dominic D’Amato



Role	Relationship Executive
Address	450 S Orange Ave, Floor 10 Orlando, FL 32807
Phone	(407) 236-5440
Email	dominic.damato@jpmorgan.com

Responsibilities

Dominic will lead the City’s banking team with a focus on the quality and delivery of our services. He will:

- Serve as your primary point of contact for the bank’s full capabilities
- Recommend products and services that meet your needs and goals, including financing solutions, treasury management and other banking services
- Oversee delivery of products and services, including financing, treasury services and other financial services
- Address your overall satisfaction with your J.P. Morgan banking relationship

Biography

Dominic D’Amato is an accomplished finance professional with extensive industry experience. He holds a Bachelor’s degree in Business Finance from the University of Central Florida and a Master of Business Administration (MBA) from the University of Arizona Global Campus. Dominic is a Certified Treasury Professional (CTP), recognized by the Association of Financial Professionals for his expertise in cash and risk management, treasury operations and corporate finance.

For the past 13 years, Dominic has been with J.P. Morgan, serving in various roles. He has experience in credit underwriting for diverse entities, including government, healthcare, higher education and non-profit organizations. Over the last eight years, Dominic has worked as a relationship manager for local government clients throughout Florida, including Lake County, where he collaborates closely with clients to understand their financial needs and develop tailored solutions.

Dominic is actively involved in local government organizations across Florida and has presented at FGFOA meetings over the years. He has also served on J.P. Morgan’s Government Council in roles such as committee chairman, council vice-chairman and council chairman.

Client Service Associate

The City's day-to-day banking service needs will be handled by our dedicated Government Client Coverage team.

Krystal Pina



Role	Client Service Associate
Address	8181 Communications Pkwy Bldg B, Floor 02 Plano, TX 75024-0239
Phone	(469) 462-0050
Email	JPMorgan.GHHNService@jpmorgan.com

Responsibilities

Krystal works with a team of dedicated government client service associates who provide consistent, reliable and timely service support for the City's banking service needs and to facilitate timely resolution of service issues.

For day-to-day matters, she will:

- Resolve the City's inquiries including credit/debit confirmations, cancellations of payments, amendments of payment instructions, funds transfer inquiries and other treasury service matters
- Identify and resolve operational inquiries in a timely manner
- Share her specialized knowledge of fraud prevention tools and provide advice on asset and data protection strategies
- Facilitate the opening of additional accounts

Biography

Krystal has over 13 years of banking experience, two with J.P. Morgan and works closely with cities and other local government clients throughout Florida. She will make certain that all your business service needs are handled promptly and thoroughly to your satisfaction.

Sales Associate

The sales associate is responsible for supporting the City's treasury and banking needs.

Matt Kelly



Role	Commercial Banker
Address	100 N Tampa St, Floor 33 Tampa, FL, 33602-5842
Phone	(813) 483-8284
Email	matthew.kelly@jpmorgan.com

Responsibilities

Matt will work with Dominic D'Amato, your relationship executive, to identify and understand the City's cash management objectives and formulate recommendations and solutions.

He will:

- Initiate and monitor the implementation of all the City's contracted services
- Review the first set of analysis statements for accurate billing
- Analyze your existing account structure to uncover cost savings opportunities and potential product enhancements
- Support a successful client relationship, including conducting annual client reviews with your treasury management officer

Biography

Matt Kelly has been with J.P. Morgan for three years and works with more than 12 different cities in Florida. He is responsible for working with treasury management officers and relationship executives to provide powerful solutions to government banking clients. From 2020 to 2021, Matt served as a treasury analyst for Wells Fargo, where he helped transition clients from the Cayman Islands into Canada, helped to onboard new clients and provided insights into our clients treasury needs.

Matt Kelly earned a Bachelor of Science Degree in Finance and Risk Management/Insurance from Florida State University in 2018.

Industry Executive

John McAuley will serve as a senior-level advocate for your organization.

John McAuley



Role	Industry Executive
Address	100 N Tampa St, Floor 33 Tampa, FL 33602
Phone	(813) 483-8253
Email	john.t.mcauley@jpmorgan.com

Responsibilities

John will be a senior-level advocate for the City's banking team with a focus on the quality and delivery of our services.

He will:

- Recommend products and services that meet your needs and goals, including financing solutions, treasury management and other banking services
- Oversee delivery of products and services, including financing, treasury services and other financial services
- Address your overall satisfaction with your J.P. Morgan banking relationship

Biography

John McAuley brings 40 years of banking experience in various positions to bear in managing the large government-based client sector for J.P. Morgan. His focus is on public sector customers, primarily in West Florida, as well as for the state of Florida. He provides financial and operational consultation for the financing of working capital, fixed assets and other forms of required capital.

John earned a Master of Business Administration in Finance from Iona College in New Rochelle, NY.

Payables Solutions Manager

As your product solutions manager, Scott Lefko will be a hands-on resource available to the City to assist in executing a seamless transition to J.P. Morgan.

Scott Lefko



Role	Payables Solutions Manager
Address	10 S Dearborn, Floor 34 Chicago, IL 60603-2300
Phone	(312) 732-3375
Email	scott.m.lefko@jpmorgan.com

Responsibilities

Scott is a product solutions manager, based in Chicago, IL, and will be a hands-on resource available to the City to assist in executing a seamless transition to J.P. Morgan. Scott will be responsible for the City’s treasury services product and services onboarding.

He will:

- Actively engage in the transition process as an extension of your staff
- Analyze your current processes and technology to gain a holistic understanding of your environment
- Provide compatible solutions for connectivity and ERP integration
- Evaluate current processes to identify opportunities to maximize efficiencies
- Offer automated solutions to better manage payables and receivables
- Identify, track and manage the execution of your required transition activities
- Conduct live walk-throughs of file formats and technical product requirements

Biography

Scott Lefko began his career in the banking industry 17 years ago and has worked in varying lines of business. He possesses a strong background in implementations and operations. Scott’s in-depth knowledge of treasury products and ERPs enables him to provide exemplary service to some of the most technically savvy clients in the firm.

Scott earned a Bachelor of Science in Business Management from the Krannert School of Management at Purdue University.

Product Solutions Director

Cindy Hammer will serve as the City’s product specialist in a consultative capacity.

Cindy Hammer



Role	Product Solutions Director
Address	10410 Highland Manor Dr, Floor 1 Tampa, FL 33610-9128
Phone	(813) 432-6514
Email	cindy.l.hammer@jpmorgan.com

Responsibilities

As your product specialist, Cindy will serve the City in a consultative capacity.

She will:

- Provide subject matter expertise as you become familiar with the solutions
- Help you identify and prioritize solutions
- Share lessons learned, leading practices and approach options
- Facilitate the information exchange, analysis and configuration definition during the onboarding project scoping
- Provide continuity from the sales phase through implementation
- Serve as an escalation point, should one be needed
- Provide consultative services to the City to identify the optimal configuration solution that enables you to achieve your business objectives

Biography

Cindy Hammer is an executive director, receivables product solutions director in treasury management at J.P. Morgan. She joined the firm in 2019 and has 41+ years of treasury management experience in the financial services industry. Prior to joining the firm, Cindy held various positions in treasury management. These positions include treasury management officer, sales consultant, product management and strategy. She is an emerging payments specialist and subject matter expert in image and digital payment technology as well as revenue cycle payments. Cindy specializes in the government industry vertical where she has worked with clients in these industries for over 30 years.

Cindy attended Purdue University majoring in Computer Science. She has been a Certified Treasury Professional (CTP) since 2000.

Describe your firm’s policy on changing the primary contact person on an account.

While we do not anticipate a change in the City’s relationship team at J.P. Morgan, we will notify the City promptly if such a change were to occur. If a change occurs, we will make it a high priority to help smooth the transition and schedule introductions to the City’s team.

Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?

Yes. In addition to your relationship manager and treasury management officer, the City receives a primary, dedicated client service associate (CSA), Krystal Pina, and a designated back up. With this relationship, both **develop a deep understanding of your business**, the products you use and your overall business needs. CSAs answer your day-to-day questions about our banking services and interact with our operations areas on your behalf to solve your inquiries or requests. When Krystal is not available, your designated back up CSA assists you. Additionally, our Commercial Banking Service Center is staffed with CSAs who help with routine requests.

- **Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.**

The City’s CSAs have the primary responsibility for all day-to-day aspects of your treasury management relationship such as inquiries, research and maintenance related to accounts and services. They have authority to **engage all levels of Commercial Banking management** and **escalate** when needed. Client Service has a detailed matrix of contacts and escalation procedures to expedite resolution for each service provided to you. These procedures also include internal service standards to make sure other J.P. Morgan groups are providing timely responses. Additionally, Client Service works closely with your full relationship team to be sure that everyone supporting you is informed of your relationship activity.

- **What are the hours of operation of each customer service unit involved in supporting the proposed services?**

Your dedicated CSA, Krystal Pina, will be available during standard business hours. Additionally, the Commercial Banking Service Center is staffed with CSAs who help with routine requests after normal business hours until 8:00 p.m. ET, Monday through Friday.

- **If an error is discovered by the City, how would you propose to resolve it (i.e. who should the City contact first, etc.)?**

The City’s CSA, Krystal Pina, is your point of contact for all your research and adjustment requests. Krystal will work with appropriate operational colleagues to make sure your request and any adjustment is handled in a timely and accurate manner. CSAs has the authority to escalate whenever necessary to make sure that issues are resolved.

- **What is the general time frame for issue resolution?**

The turnaround for inquiries is dependent upon the complexity of the request, but most research inquiries can be completed in a matter of hours. Our goal is to provide updates timely.

After the initial transition, how frequently will the relationship manager attend on-site meetings with City staff?

Upon completing contracts and reviewing your business processes, we meet on site with the City as frequently as necessary to develop a detailed statement of work and implementation plan. Once that is in place, we hold weekly meetings, some by phone or telepresence, others in person. Including all relevant stakeholders helps make sure our efforts result in successful transition.

Once your new services begin, **we commit to meeting with you quarterly or more frequently** as needed so that both the City and J.P. Morgan are consistently aligned in our focus. Depending upon the agenda, we bring the appropriate key representatives from our product, operations, technology and client service teams to cover specific topics.

IT Resources: During what hours is technical support available (specify time zones)?

Our Payments Solution Center Access Support team provides support to the City for J.P. Morgan Access related inquiries, which includes troubleshooting browser, software and scanner issues. They also assist with internet troubleshooting, password resets/unlocks, resolving error messages, etc. The Access Support team hours of operation are 8:00 a.m. to 8:00 p.m. ET on Monday through Friday.

TAB D - Services

A. Branch Services

1. **Will the bank cash check be drawn from the City's account without charge to either the City or the payee? If not, what is the charge? Is a check cashing agreement required? If yes, include a copy.**

Yes. We will cash the City's payroll checks, drawn on J.P. Morgan, without charge for account holders as long as the check presented for payment matches the positive pay issuance information on file. We do not require a check cashing agreement.

Non-account holder check cashing can be enabled with the On-Us Check Cashing service. On-Us Check Cashing is an arrangement between J.P. Morgan and the City for your authorized checks drawn off a specific account to be cashed by non-account holding payees at a Chase branch. There is no charge for check cashing on non-account holders.

2. **Would the bank be interested in offering a package of banking services, education programs, and/or special rates to City employees? Please describe.**

Yes. City employees may be eligible to open a variety of Chase checking and savings accounts. Information regarding our consumer banking products and retail branch locations can be found at www.chase.com or by visiting any Chase retail branch. We have also provided information on the following two services that City employees may find beneficial, as well as financial wellness education content:

- **Chase Secure Banking:** Chase Secure Banking is a low-cost banking product that can help provide consumers access to a checking account and traditional banking relationship, including those consumers new to banking or who have had trouble getting or keeping a banking account in the past. Chase Secure Banking works like a traditional checking account but does not allow check writing or wire transactions (incoming or outgoing), and is designed to only allow the bank to authorize transactions against sufficient funds in their account so the consumer will not get overdraft fees.

With Chase Secure Banking, consumers can access Chase ATMs and branches, access the Chase Mobile app and Chase.com to check their balance, send money to friends and family, pay bills, and monitor their credit, deposit checks and get direct deposits from an employer, make electronic payments (ACH) and set up bill pay, use a debit card which is accepted almost everywhere Visa debit cards are accepted and access Chase Offers, available on the Chase Mobile app as a way to get more value from purchases. Consumers can sign up for Chase Secure Banking online at chase.com/securebanking or at any Chase branch location.
- **Chase Home Lending Employee Benefit Program:** The City's employees are invited in the opportunity to participate in the Chase Home Lending Employee Benefit Program. This program is a powerful program that provides your employees cost saving benefits on the financing cost of a new home purchase or refinance. This program also provides education and tools that can assist your employees in deciding whether buying or renting a home would be appropriate.

This program is only available to employees and retirees of participating companies, universities or governmental agencies that host our offer on their HR/Benefits site or have a mutual relationship with one of our Benefit Aggregator partners. The Chase Home Lending Employee Benefit program is not currently available at any of our Chase Banking Centers. There is no cost to the City to participate in the Chase Home Lending Employee Benefit Program. Once the City agrees to sign the Chase Trademark agreement and agrees to host our customized URL on your HR/Benefits portal, we will provide you with a dedicated URL giving your employees immediate and ongoing access to the Chase Home Lending benefits and online tools. This program is supported by a dedicated team of Home Lending Advisors ready to serve your employees. The City employees can either call our dedicated 800# or go online to begin the process.

- **Financial wellness education:** Please refer to the table in Appendix 1, which includes a library of links to financial wellness education self-serve content available on Chase.com.

3. Would the employee be required to have their pay directly deposited into your bank to obtain these services/rates?

Yes. The employee will be required to have their pay directly deposited.

B. Remote Deposit Capture (RDC)

1. Describe the bank's ability to process checks by RDC.

Remote Deposit Capture (RDC) provides you with an end-to-end hardware, software and processing solution for reducing paper check payments at branch locations, drop boxes, and internal retail and consumer programs.

The solution allows the City to deposit business, government and consumer checks, Postal Money Orders, Western Union Money Orders, demand drafts and government warrants.

To use our remote capture services, you need only a high-speed internet connection, a desktop check scanner and a Windows-based PC. Remote Deposit Capture can help you move from paper-intensive operations toward electronic solutions.

Remote Deposit Capture process flow

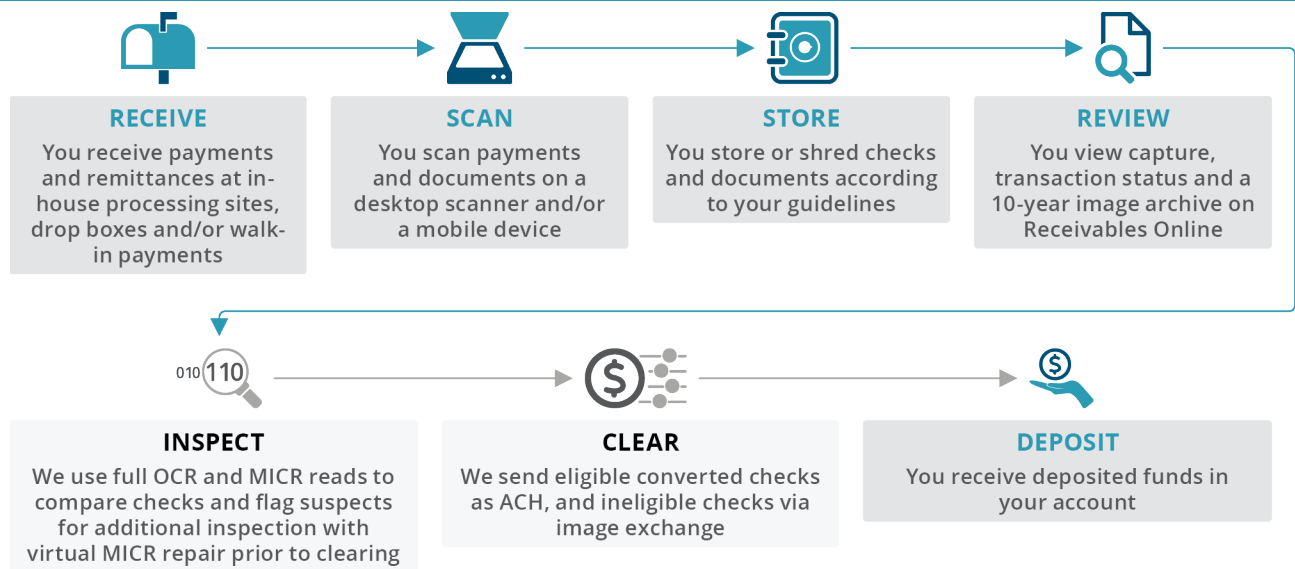


Figure 2

OCR: Optical character recognition. MICR: Magnetic ink character recognition.

To use our remote capture services in the U.S., checks must be scanned from a U.S. location, drawn on a U.S. financial institution and in U.S. dollars and deposited into a J.P. Morgan U.S.-domiciled DDA

2. Describe the bank's virtual lockbox interface with Tyler MUNIS Financial Systems Management Software.

J.P. Morgan works with many clients that use Tyler MUNIS Financial Systems. We will work with the City to provide lockbox data files in the format necessary to integrate payment data into Tyler Munis.

When scanning deposits from a desktop or mobile device, the City can capture lockbox information, such as account number and other data, with each deposited check. You can receive information on your defined fields with each check or document and customize these fields per lockbox. The City can retrieve this data using Receivables Online and also download to a desktop and import into an AR system.

3. Describe how a single RDC terminal is used to make deposits into multiple bank accounts.

The City can establish multiple depository accounts for each remote deposit site. We put no restrictions on the number of accounts that can be used with our remote capture services. The City can set up users to access multiple depository accounts if needed.

4. Describe the ease and speed of data entry. What is the error rate?

Our remote capture service has 10 open user-defined fields with flexibility for the City's specific needs. These fields can be customized for label and data validation. An onboarding specialist works with you to create the fields. Recognition statistics are not available to the City. However, J.P. Morgan monitors the rate of automated recognition.

Remote Capture Lockbox: Intuitive and easy to use, our remote capture service provides a solution for checks and full-page and/or scannable documents. Scanning of checks and documents is accomplished through a single scanning device installed and managed in your office, or captured through a mobile device. Scanned checks and documents feed directly into the lockbox process flow, or are deposited directly to your account. Use Receivables Online, our internet-based image browser application, to view and display deposits, settlements and optional data capture. The City has the option to include this activity in your daily transmissions to automate cash posting. Benefits of using remote capture services include minimizing cost associated with manual check processing, and expediting deposits that results in increased available funds. In addition, the option of bank or client data capture to be included with the remote captured checks and remittance documents results in straight-through processing as it reduces the manual effort associated with posting items in-house separate from the deposit of the check.

5. Describe the search capabilities, including specific fields that can be searched on.

Transaction History in Receivables Online lets you create queries to access transactions based on a wide variety of criteria. The Transaction Details page includes information such as; payment details, entity details, reference details and payment reference details (optionally configured fields for subscribing clients) and workflow.

A number of payment and reference criteria fields allows users to define search parameters very broadly or very narrowly, to return a large or small number of results.

6. Describe the storage features, including length of time image is stored, available for viewing and printing features.

Your data and deposited item images are available online for up to 10 years via Receivables Online. The City can also obtain a copy of imaged items by contacting your CSA.

Individual images or a range of images can be downloaded as PDF or TIFF files directly from Receivables Online. We also offer a daily, direct image transmission file via file transmission or secure file transfer protocol (SFTP) methods.

7. Does the firm's RDC technology use Intelligent Character Recognition to identify check amounts?

We use scanning technologies, such as magnetic ink character recognition (MICR) and optical character recognition (OCR), to capture and validate check data. We also use courtesy amount recognition (CAR) and legal amount recognition (LAR) to capture and validate the amounts on the check. If the software cannot read the values, it prompts the user to manually enter the data.

8. Is there a limit on the number of checks that can be contained in a single deposit?

While our remote capture service allows deposits of up to 999 checks, we strongly recommend limiting a deposit batch to 30–50 checks to help make reconciliation a manageable process for the City's users. Multiple batches can be scanned prior to submitting for deposit. You can make as many deposits as needed in a single day. Mobile users submit a single check at a time for deposit.

9. What equipment would the bank recommend? Would the City have to buy or lease the machines from the bank? What is the associated cost? Who maintains the machines?

We recommend the Epson product line. The Epson CaptureOne 60/100 or 90/100 scanners are generally used for check-only scanning and the Epson DS-770 if you plan to scan checks and documents. The City can purchase and/or use your own scanning equipment as long as it meets the supported scanners requirements.

For a current list of our supported scanners and the requirements, please visit <https://www.ipmorgan.com/solutions/treasury-payments/remote-capture-resource-center>

As part of our proposal we are offering the City a **\$5,000 credit** for equipment and supplies. This is sufficient to replace the five scanners the City currently has today. Please see *Section 5 Pricing Proposal*, which includes scanner equipment and related charges.

Epson product line specifications

		Volumes & Capacity	Dimensions	Additional Features	
Check Only					
	Epson CaptureOne 60 / 100 (TM-S1000) Price: \$472.40 Standard-speed solution for capturing both checks and coupons	■ Max. Daily Volume: 3,000 checks ■ Speed: 60 checks / coupons per min ■ Remote Capture Capacity: 50 items per scan	■ Size: 14.0 x 6.3 x 6.9 (inches) ■ Weight: 8.80 lbs. ■ Paper size: – Min: 4.80 x 2.50 (inches) – Max: 9.00 x 4.90 (inches)	■ Duplex (front & back) scanning in 1 pass ■ Supports: – Coupons – Remote Capture Virtual Endorsement	
		Epson CaptureOne 90 / 100 (TM-S1000) Price: \$543.26 High-speed solution for capturing larger volumes of checks and coupons	■ Max. Daily Volume: 7,500 checks ■ Speed: 90 checks / coupons per min ■ Remote Capture Capacity: 50 items per scan	■ Size: 14.0 x 6.3 x 6.9 (inches) ■ Weight: 8.80 lbs. ■ Paper size: – Min: 4.80 x 2.50 (inches) – Max: 9.00 x 4.90 (inches)	■ Duplex (front & back) scanning in 1 pass ■ Supports: – Coupons – Remote Capture Virtual Endorsement
			Panini EverneXt 100 (No Ink Jet) Price: \$674.52 Compact, high-performance check and coupon scanner solution	■ Max. Daily Volume: 3,000 checks ■ Speed: 100 checks / coupons per min ■ Remote Capture Capacity: 50 items per scan	■ Size: 8.9 x 6.1 x 8.4(inches) ■ Weight: 4.85 lbs. ■ Paper size: – Min: 4.80 x 2.50 (inches) – Max: 9.00 x 4.90 (inches)
			Volumes & Capacity	Dimensions	Additional Features
Check & Document					
	Epson WorkForce DS-770 II Price: \$562.87 High-volume solution with the capability to scan both checks, coupons and remittance documents	■ Max. Daily Volume: 5,000 checks ■ Speed: 45 items per minute ■ Remote Capture Capacity: 50 items per scan	■ Size: 11.7 x 7.7 x 12.5 (inches) ■ Weight: 8.10 lbs. ■ Paper size: – Min: 2.0 x 2.0 – Max: 8.5 x 240 (inches)	■ Duplex (front & back) scanning in 1 pass ■ Supports: – Coupons – Documents – Remote Capture Virtual Endorsement	

Figure 3

Scanners require periodic cleaning. Documentation provided at setup details the routine cleaning steps recommended for the scanner purchased. Scanner repair and maintenance is covered during the warranty period, if applicable. Warranties will vary by scanner and retailer.

10. Can checks be automatically endorsed with the bank's RDC service? Is the automatic endorsement an electronic image or printed on the check?

We provide a "virtual" endorsement on the back of each check (i.e., For Deposit Only – RDC). When the captured image is printed or viewed, the endorsement is visible.

C. Returned Item Processing

1. Can returned items be automatically redeposited? If so, how many times and at what cost?

Yes. We **automatically redeposit** return items if they've been returned for a reason that's eligible for redeposit, such as non-sufficient funds (NSF). Return items are redeposited one time. Please refer to *Section 5 Pricing Proposal* for associated costs.

2. Does the bank offer Represented Check Entries (RCK) services?

Yes. Re-presented Check Entry (RCK) is a special redeposit process that converts eligible paper check returns into an ACH-formatted debit record to be re-presented through ACH. Compared with paper redeposit, RCK rules allow an extra presentment where you may choose one paper redeposit followed by a final ACH presentment or two ACH presentments. RCK accelerates the process, and may reduce the costs, of returned check collection.

3. Can the bank provide a detailed return item transmission to the City? Can this report identify the payer's name, depositing location, deposit date, and the type of item being returned?

Yes. We can provide a detailed return item transmission to the City. We create transmissions each evening and transmit them early the following morning. The return item transmission includes the following information: account number, depositing location/lockbox number (if applicable), check processing date and check deposit date (if available), check R/T number (if readable), check account number (if readable), check serial number (if readable), check amount, return reason code and maker name (if keyed) and disposition code (chargeback, redeposit, RCK conversion). Although we identify the depositing location in the record if location reporting has been enabled for the account, the bank can't identify the type of item being returned.

4. Can the bank provide online access to electronic images (back and front) of returned items to the City? How soon after an item is returned can these images be accessed?

Yes. The online portal allows the City **next-day** access to return and redeposit item information and images, including the front and back of the returned item.

D. Availability of Deposits

1. How does the bank determine and calculate availability of deposited items?

We determine and calculate availability based on; the drawee bank routing/transit number, the time the deposit is processed, fractional float assignment and in some instances, the dollar amount of the item. We clear more than **99%** of all deposited checks as images through approximately **25,000** endpoints.

2. Does the bank give immediate availability for on-us items?

Yes. We give immediate availability for on-us items.

3. Provide a copy of the availability schedules the bank proposes to use for the City. Include the availability schedules for branch, vault, and RDC deposits.

Please reference the availability schedule(s) in Appendix 2.

E. Check Disbursements / Positive Pay

1. Does the bank offer Positive Pay and Payee Positive Pay? Is there an additional charge for Payee Positive Pay versus Positive Pay?

Yes. We provide positive pay and payee positive pay services to help protect the City's accounts.

You simply send us your check issue files via transmission or the internet. Our online portal internet delivery channel provides a foundation for secure and traceable communications between you and the bank. We match checks presented on your account to those you have issued. If they don't match, we provide images of exceptions to you via the online portal. You instruct us to pay or return by the deadline.

We also recommend using **positive pay payee verification** to provide an additional layer of fraud prevention protection. For payee verification, you provide the bank with payee names in your check issue file transmission, online file upload or by manual entry on J.P. Morgan Access.

While positive pay matches the MICR information of your presented check to the issue file, payee verification takes the additional step of validating that the payee name matches issue file payee information. Our payee name review digitally interrogates the payee name and also looks for alterations or additions above, below or to the right of the payee name that would change the payee identification. Mismatched items are visually evaluated to eliminate digital interrogation reading errors, and remaining items are sent in the daily positive pay exception reporting for decisioning.

Please refer to *Section 5 Pricing Proposal* for associated costs.

2. How would the City need to transmit check issuance information to the bank?

You provide us with a positive pay issue file containing check amounts and serial numbers. Simply supply issue data to us via file transmission, online upload or manual entry into the online portal.

3. What is the deadline for the transmission of check issuance files to the bank?

The deadline for the City to submit manual entry or file uploads via the online portal is 10:30 p.m. ET. The deadline for transmission of check issuance files to J.P. Morgan is 10:45 p.m. ET.

4. How frequently can transmission files be uploaded to the bank for the issuance of additional checks, and/or recently voided items? Is there a limit to the number of files per day?

Our Account Reconciliation team can delete files to be corrected and updated as needed. The process varies by input method. For a current-day file done in J.P. Morgan Access Checks, we can delete the file to allow a new file to be uploaded same day. For a prior-day file done in J.P. Morgan Access Checks, the reversal is processed overnight before you can upload again. If done by manual entry in J.P. Morgan Access Checks, the update occurs overnight. For a direct transmission, deletions occur the same day.

5. Does the bank offer the ability to manually enter one-time check disbursements issued outside of the regular batch file? Please describe.

Yes. The City can manually enter issues or upload a file via the online portal, or submit them using direct transmission. Information can be provided to us until 10:45 p.m. ET for same-day processing in the account reconciliation application. Any entries or files received and accepted after the deadlines are included in the next day's ARP processing.

6. Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?

For validation, the City may choose to receive an automated acknowledgement of your check issuance file transmission within one hour of file receipt via the internet or transmission. Depending on the initiation method used to submit an issue file to the bank, the City will have access to information in the following manner.

- **J.P. Morgan Access:** For files submitted through our banking portal, an online confirmation report is available indicating that the submission was successful, which can be saved electronically or printed for future reference.
- **Transmission:** For files submitted via transmission, an electronic acknowledgement file is sent once a transmission is received by the bank. The file indicates the records that have been received and are scheduled to be processed in the nightly batch. Because all client's check payment cycle varies, we do not offer an option to receive an email alert for non-receipt of issuance data. Instead, the City should pro-actively monitor the bank's receipt of all positive pay files.

As a backup, the City also has the option to call our Connectivity help desk for confirmation.

7. How will the City be notified of exception items? Can an email notification be sent to specific users alerting them that there is an exception item to review?

The online portal generates an exception report the next business day that identifies any mismatched or no-issue information on file items. A notification is emailed based on your defined email groups at the beginning of the following business day. Your authorized user(s) are provided the report of exceptions upon log on for pay/return decisioning.

8. Will an image of the exception item be available for viewing in the email or would the user be required to log-into the bank's website?

The user will be required to log into the online portal. The exception items report provides both a front and back image of each item.

9. What time will the City receive the information on exception items? How much time will the City have to review discrepancies and notify the bank to accept or reject?

Using "PUSH" technology, the online portal provides a daily positive pay email notification that indicates accounts with exception items (or discrepancies) or a notice stating "no items today." Notification is sent by 11:00 a.m. ET and includes a link to the online portal logon page. If there are exception items to view, your authorized user logs on to the online portal to review the list. Once logged on, authorized users click the check number of each item to view images of the front and back of the check, select the pay or return button for each item (or select the pay all or return all button) and submit the decision to the bank. You have until 4:00 p.m. ET to notify the bank of your pay/no pay decisions. Optionally, receive a reminder email notification. If outstanding exceptions still require a decision at 3:00 p.m. ET, the bank sends out a reminder email notification indicating that the bank is awaiting a final payment decision.

10. Does the bank offer a "do not pay" default?

Yes. A default decision is applied to any positive pay exception item that is still awaiting a payment disposition by 4:00 p.m. ET. While the typical default is setup as return, you determine specific default parameters during implementation.

11. The City requires that stale-dated check be reported as exception items. What does the bank consider as stale-dated?

We offer the City our stale-date feature to return checks that are presented for payment past your pre-determined number of days from the issue date. Your account must be subscribed to **positive pay** and we must receive the issue record in advance of the check being presented for payment.

For positive pay accounts, these checks show as “Stale Date Item Issue” exceptions on the **daily positive pay exception report** allows you to decide whether each item should be paid or returned. You may also elect to have the system **automatically return** all items prior to having them reported for your review. Stale-dated checks are not removed as issues. To remove the item as an issue, the City sends a positive pay file and identifies applicable stale-dated checks as cancels.

12. Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as “post no check” to prevent potential fraud? What is the cost to make this account designation?

Positive pay is not required for any account. However, we strongly recommend positive pay and payee name verification on all accounts that will issue checks. For accounts with no check writing, we recommend setting up “Post No Checks”.

Our **Post No Checks** block also provides safeguards. This service blocks all checks from your depository account or account used for electronic debits only. Post No Checks can be added or removed from an account in one business day. There is no notification of checks attempting to clear the blocked account. There is **no additional fee** for this service.

13. Does the bank offer Teller Positive Pay? If so, can the City use positive pay services without Teller Positive Pay?

Yes. We offer teller line positive pay, the strongest defense available to prevent check fraud. Within one hour of receipt of the issue file, we update our teller line system. When a check is presented for payment at a Chase teller window, the teller system determines the validity of the issued check prior to payment. We deny encashment on any items not found as matching open entries on the issue file. Checks deposited at a Chase ATM are screened against the positive pay records. You can use positive pay services without teller line positive pay.

F. Controlled Disbursement

1. Where will the point or points for the City’s proposed disbursement account be located? What is its relationship to your organization: main office, branch, affiliate, correspondent, service bureau, other?

We recommend locating your disbursement account at our Circleville, OH location. As of 2016, the Federal Reserve Bank no longer classifies endpoints as RCPC or country. All our controlled disbursement sites are designated corresponding routing code numbers.

2. At what time will the City be notified of present items? Specify 1st and 2nd presentment time.

Reporting times at our Circleville dedicated controlled disbursement endpoint are listed below.

CDA Endpoint	1st Presentment	2nd Presentment	Check Detail
Circleville, OH	8:30 a.m. ET	10:00 a.m. ET	10:30 a.m. ET

3. What is the average percentage of the final presentment available at the 1st presentment time?

With the advent of Image Exchange and advanced technology capabilities, we report **99.9%** of our clients' total funding requirement by the average 7:40 a.m. ET delivery time that surpasses our first and second presentment windows.

4. Is automatic funding of the controlled disbursement account from a main account possible?

Yes. Set up automated funding or zero-balance structure to fit your needs. A variety of funding methods provides increased flexibility and helps reduce bank transfer charges.

G. Stop Payments

1. What term options are available for online stop payments? What are the fees for stop payment requests for various terms?

Stop payment requests remain in effect for **one year** and can renew for an additional six years. Please refer to *Section 5 Pricing Proposal* for associated costs.

2. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?

Once the stop payment is submitted, it is processed within **one hour**. Per our Account Terms, we state effectiveness within one business day. The timeline for a revoked stop payment request is the same as the timeline for stop payment request.

3. Will the system automatically verify if a check has been paid before processing the stop payment request?

Yes. The system automatically checks 90 days of activity if the item has posted before accepting a stop submitted via the Stop Payment Request or Check Inquiry page (extended retention periods are available). If the item has paid, the user will be notified, but can choose to continue to place the stop. We encourage you to use the Inquiry function to research the full seven-year online paid check history, then use the stop payment link to place the stop payment.

4. Can stop payments be automatically renewed? If so, for how long? What are the associated fees for each renewal, if any?

Stop payments automatically renew annually for six additional years unless revoked. Auto-renewals can be turned off or set for fewer renewals (years) at either the account level or the individual. Please refer to *Section 5 Pricing Proposal* for associated costs.

H. ACH Processing

1. What ACH file transmission options are available?

Depending upon your operational requirements, originate ACH payments for:

Lower-volume origination by using our banking portal. The banking portal provides a fully integrated, browser-based service with easy-to-use applications for all your information, compliance and portfolio management needs.

Larger-volume origination by using secure file transfer protocol (SFTP) transmission for batch files.

Many large originators find it convenient to originate large volume via batch and create occasional manual entries online when necessary.

Originating low volume transactions

Facilitate your origination of lower volume and manual entry of ACH payments—from payroll to disbursement to concentration—with J.P. Morgan Access.

Use templates to simplify your process: Common sets of intuitive templates for each payment method are available to you. For example, easily create beneficiary templates with lockable and editable fields to set up recurring payments. There are many ways to customize the system. The online portal can be configured with flexible sorting and filtering options to display only the features you use—in the order you prefer.

Create templates to support a full menu of ACH transactions with all template information stored securely with the bank. Transactions based on templates or entered in free-form mode are created by you, then batched, approved and released for processing. ACH files generated through the banking portal are retrieved and processed several times each business day for next-day processing (or same-day, when applicable).

Create free-form transactions online: For non-repetitive payments, the City can create free-form ACH payments without the need to establish a stored template.

Originating large volume transactions

Originate through batch file transmissions using industry standard Nacha file formats (e.g., ARC, CCD or PPD). Then, send your file to us through a common protocol, such as secure file transfer protocol (SFTP).

Highlights of large volume batch origination: We offer a file delivery solution that allows the City to send and receive ACH files using; SSL session encryption, browser-based file exchange (HTTPS), SFTP with PGP (Pretty Good Privacy) or GNUPG (GNU Privacy Guard) file encryption or AS2 (Applicability Statement 2).

Our delivery methods leverage the internet and readily available software packages to make transferring files simple and secure without the added cost of proprietary software installation. VPN (virtual private network) is also a supported file transfer solution.

How to handle large-batch files: We recommend submitting large batch files containing any consumer credits at least two business days prior to the settlement date. We accept future-dated large batch files containing consumer credits. These should be submitted at least two business days prior to the settlement date.

ACH Nacha file import is easy to submit: Choose the automated interface on our banking portal to upload a standard Nacha-formatted file. It's easy to submit payments for approval and release.

ACH Nacha import is available for CCD, CCD+, PPD, PPD+, CTX, IAT and WEB Standard Entry Class Code transactions. ACH Nacha import supports the transaction codes for checking, savings, general Ledger and loans, and works with comma-delimited or fixed-width files that are uploaded using the template functionality.

2. What are the transmission deadlines for ACH files? When does the bank need the file from the City for payments to be made by 8:00 a.m. on Friday morning? When are funds debited from the City's accounts?

Below are the bank's cutoff times (in ET), relative to settlement date, for customer initiation of ACH transactions. There are no exceptions based on file type.

Initiation method	Next-day ACH	Same day ACH
Direct transmission (1,2)	10:00 p.m.	3:15 p.m.
Online banking portal (1)	10:00 p.m.	3:00 p.m.

(1) ACH PPDs must be received two business days in advance of settlement.

(2) If you require later deadlines, discuss with your relationship team.

Funding for ACH credits is required by 4:00 p.m. ET on the date of settlement, which is the Federal Reserve deadline for receipt of domestic wires. In its discretion, we may require a client to prefund the amount of ACH credit entries on the initiation date prior to the settlement date.

3. Is the bank willing to establish an ACH exposure to meet the City's future needs?

Yes. We are willing to establish an ACH exposure to meet the City's future needs. ACH service is subject to, and contingent upon, credit approval according to our current credit policies for credit and debit applications. We can discuss this with you during the implementation process to determine what dollar values to expect.

We set credit and debit limits to help facilitate seamless transaction processing, including a cushion over a client's normal file size. Then, we monitor the client's ACH activity trends to determine if the limits are appropriate. Although clients typically aren't informed of their limit, it is designed to facilitate uninterrupted service.

4. What would happen to a file if the City exceeded its daily exposure needs?

We coordinate exposure risk with our client's payment patterns. Exposure is calculated as the net settlement over a cumulative two-to-three business day period. When a limit is approached or exceeded, one of our credit officers makes a determination to either process the file or notify your company. Please talk to your relationship team if you have questions.

5. What would happen to a file if the City exceeded its daily exposure limit?

Please see our response directly above regarding our exposure limit process.

6. How would the City communicate ACH control total for an ACH batch?

InfoDex is a family of touch-tone services that enhance the security and operational controls associated with delivering your ACH origination files. InfoDex allows you to pre-schedule a file or verify a transmission using a secure telephone system.

There are two types of controls. Verification controls allow clients to pre-schedule or approve and release files based on dollar value and entry counts. Notification controls offer after-the fact confirmation a file was received and processed.

7. Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?

Yes. We provide file receipt acknowledgements. To confirm the receipt of your direct transmission files, you may choose to receive any of the following acknowledgement files:

- **ACH file receipt notification service:** Available to clients who provide us with Direct Send ACH files. You will get an email notification that your submitted ACH file was either successfully received by the ACH back office and validated or rejected for further processing. We can send email notifications to a maximum of 10 corporate email addresses (personal email addresses are not supported), and do not include notification of successful ACH processing of client files.
- **ACH acknowledgement file:** Automatically transmits a copy of your original File Header (1) record and File Control (9) record allowing you to reconcile back to your original ACH file processing records.
- **ACH companion (mirror) file:** Provides a full copy of the original incoming ACH Nacha detail payment file received by us. This re-confirms the individual payment instructions being processed and is often used as a reconciliation file. The file reports any ACH rejects or returns back to you within one to three business days.
- **ACH transaction summary report (journal):** Created post-processing and summarizes the settlement results and totals for either an individual file or for the entire business day. We sent the report to you through secure email or direct transmission delivery within 90 minutes of receipt of the ACH initiation file. The acknowledgement includes item count and dollar amount.

8. How are returned and rejected ACH transactions handled? Can notification about rejected ACH transactions be emailed to the City? What information does the bank provide to assist in identifying returned and rejected ACH transmissions?

The entire file will not be rejected or go unprocessed. An imported file can have errors at the file level, batch level and/or payment level. The City must remediate all errors before you can import a batch successfully. When you import a Nacha file, the first indication of an error is always in the Status field of the file in the Import list view. When a file fails completely, the file displays a Failed status in the list view. For a file-level error (when importing a file format other than a Nacha-formatted file, for example), the failure reason displays at the top of the File view. When a file has errors at the batch level, you can click on the batch from the list view to determine which errors the application encountered. When the error occurs at the payment level, the specific error displays on the Item Detail view for the payment that has failed.

9. If the bank provides ACH debit blocking, what level of filtering can be applied (originator, originator & dollar amount, etc.)?

ACH Transaction Blocking (ACH TB), a fraud mitigation solution available via Payment Control Center in J.P. Morgan Access, automatically blocks incoming unauthorized ACH debit and credit transactions prior to posting to the protected account. The solution blocks transactions, in real time, based on rules activated by the client. Additionally, we offer ACH Positive Pay (ACH PP), a solution that works in conjunction with ACH Transaction Blocking, to review and decision items prior to posting to the protected account. ACH TB allows you to set your account level criteria:

Block:

- All debits/credit with or without allowable Company IDs
- All debits/credits over a certain dollar threshold
- All debits from specified IDs

Allow:

- All debits/credits from specified parties
- All debits/credits below a dollar threshold from specified parties
- Allowed activity will post to your account on the effective date

ACH Positive Pay allows you to:

- Review and make pay or return decisions on incoming ACH debit and credit transactions prior to posting, based on established blocking and review rules

10. With ACH debit blocking, does the bank notify the City of attempts to debit funds that have been automatically rejected?

We report transactions that didn't post as a result of ACH Transaction Blocking and decisions made for ACH Positive Pay in Payment Control Center.

The **ACH Blocked Transaction History** gives your users daily activity that provides a listing of all blocked transactions. Use the data to update your ACH debit/credit block rules to allow future payments to be processed without being returned. The history allows you to notify trading partners proactively about returned payments.

The **ACH Positive Pay Decision History** allows users to view decisions submitted for items reviewed.

11. Does the bank offer ACH Positive Pay (ability to make pay/no pay decisions on unidentified ACH transactions)?

Yes. We offer ACH Positive Pay (ACH PP), a solution that works in conjunction with ACH Transaction Blocking, to review and decision items prior to posting to the protected account. ACH Transaction Blocking with ACH Positive Pay allows entitled users to review ACH debit and credit blocked transactions, allowed transactions or all transactions prior to posting the item to the DDA account as flagged during the account setup.

With ACH Transaction Blocking with ACH Positive Pay you receive an email notification each hour if ACH transactions require review Monday through Friday starting from 12:00 a.m. ET through 9:00 p.m. ET; a reminder email notification is sent one hour before the decision cutoff time if there are unactioned exceptions. You have until 9:00 p.m. ET (5:00 p.m. ET for same-day CTX transactions) to submit decisions. If a Pay or Return decision isn't submitted by you, the default rules are applied.

12. Does the bank offer/support NACHA's Secure Vault Payments, also referred to as INE Banking ePayments?

We do not provide this service at this time.

13. Can the bank provide online access to incoming ACHs that fail to be processed? How soon after an ACH fails can the information be accessed?

Return Item reporting, including reporting of administrative returns, is sent to you on a daily basis using several different reporting methods, including; direct transmission, encrypted email or via the online portal.

I. Wire Processing

1. Describe the process of initiating wire transfers electronically? Does the bank system allow dual authorization for wire transfers?

We recommend the City use J.P. Morgan Access to initiate wire transfers. The online portal automatically **prevents a single user** from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release.

The online portal provides you with a full range of funds transfer services supporting U.S. dollar and multicurrency payments. Our solution supports wires (Fedwire and CHIPS), book transfers, drafts, account transfers and U.S. drawdown transaction initiations using both predefined (repetitive) templates and free-form formats.

The City establishes user entitlements. Your security administrators authorize users to add, modify, delete, approve and/or release wire transactions, as well as add, modify, delete, approve and activate predefined templates. Receive a client confirmation number immediately upon release to the funds transfer processing platform. Confirmation numbers are accessible using the cash reporting features of the banking portal. Future-date capability is available, supporting 365 calendar days for same-currency wires initiated from U.S.

At the point of release, the application verifies that two distinct users are involved in the payment life cycle, which includes the creation, approval and release of the payment, as well as the creation, approval and activation of any underlying template. Even if users have all three entitlements, they will still not be able to take all three actions on a payment on their own.

2. What is the cutoff time for same day wire transfers?

Payment/receipt processing operates from 9:00 p.m. ET each Sunday through 7:00 p.m. ET each Friday, excluding U.S. Federal holidays. We provide our clients with generous cutoff times to enable same-day execution of their payment instructions by actively participating in the extended CHIPS and Fedwire operating hours.

USD clearing opens on Saturdays at 10:00 p.m. ET for Monday value date processing of book transfers initiated through the weekend and Monday, if also a holiday. Clients will have the ability to process their U.S. dollar book transfer straight through payments during these additional hours; however, repaired payments are delayed until the normal operating hours of the FED and CHIPS. Timeframes are outlined below (all times are ET). Please note, payments requiring repair have a cutoff time 30 minutes prior to the times stated below. Payment instructions received after these cutoff times are completed on a reasonable-effort basis.

The cutoff times for wire transfers originated via the internet and File Transmission Payments are as follows:

Fedwire	Book transfer/internal	Drawdown (via Fedwire)
6:15 p.m. ET	7:15 p.m. ET	5:30 p.m. ET

3. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?

Helping the City prevent wire transfer fraud on your accounts is a high priority for J.P. Morgan. In addition to the online portal security features, the administration functions and implementation options offer you the ability to choose settings and features that help prevent fraud, including:

- The online portal uses multi-layered security designed to protect your data and transactions
- Automatically prevent a single user from performing all actions (create, approve and release) on a single payment, even if the user is entitled to create, approve and release
- The online portal provides two-factor authentication via RSA SecurID® token technology for those functions that demand an extra level of security
- Portable Security Transaction Protocol (PSTB), a patent-pending technology developed by J.P. Morgan, uses RSA SecurID devices to digitally sign transactions and provide a level of security formerly available only using digital certificates
- The City can set up J.P. Morgan Access with strict controls over user access to functions and accounts, helping to enforce compliance with internal audit requirements while enhancing security; some of the available fraud prevention options include:
 - Enabling IP filtering to restrict access by limiting authorized users' ability to log on from only IP addresses you designate
 - Customizing the payment approval process by creating rules that determine the number and identity of approvers for different types of transactions, including separate approval rules for repetitive templates and free-form wires, as well as the order in which that review must occur
 - Separating duties, accounts and approval workflows, the City can help reduce the risk of fraud or compromised data; your security administrators are the only individuals able to assign users with transaction initiation privileges
 - Limiting each user to a single, designated computer
 - Requiring transaction and daily aggregate limits at the account and user level as a security measure to help reduce losses associated with erroneous or unauthorized transactions
 - Creating templates with payment details to prevent wires from being initiated and executed without prior approval of the recipient bank account numbers and template details

4. Does the bank offer Universal Payment Identification Codes (UPICs)?

Yes. We offer Universal Payment Identification Codes (UPIC). UPIC will help protect the City's sensitive banking information by providing a universally recognized account and routing number that is different than their J.P. Morgan account number for the purposes of receiving ACH credit transactions.

J. Intra Bank Account Transfers

1. Describe the process of initiating an intra-bank account transfer?

Our online portal offers the City a complete range of electronic money transfer services including inter-account transfers.

2. What is the cut-off time for same-day intra-bank account transfers?

Transactions received by 11:00 p.m. ET are processed the same day. Transfers received after that time are applied the following business day.

K. Statements & Documents

1. How soon after the cut-off date are the following items ready?

a. Bank Statements: Online and By Mail

Bank statements of your J.P. Morgan accounts are available in a timely and efficient manner via secure internet delivery on the online portal. Benefit from receiving electronic bank statements that are identical to mailed paper statements within **two business days** after the statement cutoff date.

b. CD-ROMS: By Mail

Bank statements are available electronically via online delivery or transmission.

c. Partial Reconciliation Information: Online and By Mail

The City's reconciliation report package will be available online via our online portal within **five business days** from the close of a cutoff cycle. We notify you by email when reports and files are available to be retrieved.

d. Full Reconciliation Information: Online and By Mail

As described above, the City's reconciliation report package will be available online via our online portal within **five business days** from the close of a cutoff cycle.

e. Account Analysis Statement: Online and By Mail

You can view account analysis statements online starting on the **sixth business day** after the close of the billing period.

2. What technology would the firm recommend the City use for archiving historical data (i.e. receive both CD-ROMs and online access, CD-ROMs only, online access only)?

We recommend our online banking portal for historical data retention.

3. Are electronic images stored on the bank's online reporting system? If so, how does the bank charge for this service (per item viewed / per item loaded)? Is there a difference in price for deposited items versus disbursement items?

Yes. Electronic images are stored on the online portal. Please refer to *Section 5 Pricing Proposal* for associated costs.

4. How long are electronic images for deposited and disbursement items stored on the reporting system and available for customer access? Are longer retention options available? If so, what are the costs for longer retention periods?

Check disbursements, check images are available the same day the check is presented and stored for **7 years (standard)** with an **option to extend retention up to 10 years**. For positive pay clients, exceptions include check images for your review and decision. Please refer to *Section 5 Pricing Proposal* for associated costs.

5. Can historical images be sent by transmission to the City for archival purposes (i.e. a full fiscal year)? If so, please provide applicable pricing.

Yes. We can provide image files daily, weekly or monthly. An index is also provided with the tiff images. There is no specific image viewing software required to view the images. Please refer to *Section 5 Pricing Proposal* for associated costs.

L. Online Reporting System

1. Are these any limits on the number of City users that could have access to the banks online website?

There is no limit to the number of users that can be assigned.

2. What levels of authorization (i.e. accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?

Security administrators establish users for accounts, services such as ACH or wire initiation, information and payment reporting, and functions such as transaction initiation, approval, release or reporting. Users can be restricted to specific functions. Security administrators can also entitle users to access certain accounts only.

For reporting, your security administrators can entitle users to access certain reports only. If they wish, they can also entitle the users as Reports Inbox Only users—restricting them to only receive shared cash reports generated by others within their Reports Inbox.

3. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.

We report all transactions hard-posted to your demand depository accounts with associated reference numbers, effective dates (float) and descriptive text. The bank reports information from U.S. dollar and non-U.S. dollar accounts domiciled at J.P. Morgan or at any other bank across the globe. We can consolidate U.S. dollar and non-U.S. dollar information for reporting purposes.

Available online reports are listed below.

J.P. Morgan Access reports	
Balance and Transactions Report	• Includes top-line balance and transaction summaries, detail transaction records and time-specific data • Available for current-day, prior-day and date-range periods • Choose from many layouts: account, summary and detail, summary only, detail only or location • Includes check/deposit ticket images, transaction note entry, and Lockbox and deposit float reporting, and also sorting and drilldown capabilities to view additional transaction details • Customize the filters and view as a Location Report that captures deposit information from each of your locations
Checks Paid Report	• Detailed view of check transactions that have cleared through J.P. Morgan accounts • Data is available for current-day, previous-day and date-range periods • Also includes sorting options and drilldown capabilities to view check and/or deposit ticket image and additional transaction details

J.P. Morgan Access reports

Returns and Exceptions Report	- Detailed view of return items, including check returns, Automated Clearing House (ACH) returns, ACH represented checks (RCK) and ACH notification of changes (NOC) - Run the report using the default date, account and transaction settings or customize it by choosing desired criteria and settings - Includes sorting options and drilldown capabilities to view check return images
Wire Detail Report	Detailed view of incoming and outgoing wire transactions by account or date for completed Fed, CHIP and book transfer activity
Payment Reports	- View and customize payment transaction data (Wire, Book, ACH, Account Transfer and Wire FX) - Report can include current, pending and completed transactions - Provides both summary and detail reporting of payments
Template Reports	- Display and customize information for various payment types - Template details and history - Template creation method - Template status
EDI Reports (prior-day only)	Provides detailed remittance and invoice information for electronic receivables or payments for a specific settlement date in Adobe PDF or ANSI X12 820
Controlled Disbursement Report (current-day only)	- For U.S. accounts only, these reports show summary and detailed information on your payments and templates - Provides interim and final presentments and funding across all sites, or selected disbursement sites that offer both - Can include, for example, all detail payments sent, in-process or future-valued - Template reporting includes summary and adjustments detail reports of templates active and HOP (High Order Prefix) accounts presentment totals by location - Within location, users can see location number, description, amount and number of items per location in-process

Balance and Transaction Report—Account

ABC Company				J.P.Morgan			
** All values are subject to verification and adjustments. **							
Balance and Transaction Report - Account				Transaction Date: 28-Nov-2016			
Includes Credits and Debits for: All Transaction Types				Report Settings: Only Include Accounts with Activity, Include Multi-Byte and Accented Characters			
Account Group: Operational Accounts				Last Updated:			
Account Name: ABC Company				29-Nov-2016			
Account Number: 3bbb78912				01:40 AM EST			
Currency: USD - US Dollar							
Bank: 02100002 - JPMORGAN CHASE NEW YORK							
Tran. Date	Value Date	Description	Customer Ref.	Bank Ref.	Credit Amount	Debit Amount	Balance
28-Nov-2016		Opening Available					0.00
		Opening Ledger					0.00
28-Nov-2016	28-Nov-2016	CASH CNTRN TRN DB	3bbb78912	ABCDABCDXF		22 373.75	(22 373.75)
28-Nov-2016	28-Nov-2016	CHIPS CREDIT	1bbb56789	ABCDEFHGFC	1 985.74		(20 388.01)
28-Nov-2016	28-Nov-2016	FEDWIRE CREDIT	4bbb89123	ABCDABCDFF	8 996.00		(11 392.01)
28-Nov-2016	28-Nov-2016	SECURITY ADJUSTMENT	6bbb12345	ABCXYZABSY		33 291.69	(44 683.70)
28-Nov-2016	28-Nov-2016	OTHER RECEIPTS	7bbb23456	ABCDEFGHSY	44 593.13		(90.57)
28-Nov-2016	28-Nov-2016	CHIPS CREDIT	O/B XYZ NYC	ABCABCABFC	90.57		0.00
		Totals			55 665.44	55 665.44	
		Total Items			4 items	2 items	
28-Nov-2016		Closing Ledger					0.00
		Closing Available					0.00
		1 Day Float					0.00
		2+ Day Float					0.00
END OF REPORT							
Balance and Transaction Report - Account				Page 1 of 1			
Created On: 15-Feb-2017 05:41 AM EST							

Figure 4

Balance and Transaction Report—Summary and Detail by Date

ABC Company		J.P.Morgan	
** All values are subject to verification and adjustments. **			
Balance and Transaction Report - Summary and Detail			
		Transaction Date: 28-Nov-2016	
Includes Credits and Debits for: All Transaction Types		Report Settings: Only Include Accounts with Activity, Include Multi-Byte and Accented Characters	
Account Group:	Operational Accounts	Last Updated:	
Account Name:	ABC Company	29-Nov-2016	
Account Number:	1bbb56789	01:40 AM EST	
Currency:	USD - US Dollar		
Bank:	02100002 - JPMORGAN CHASE NEW YORK		
SUMMARY		Ledger	Same Day
Opening		0.00	0.00
Credits: (4)		55 665.44	55 665.44
Debits: (2)		55 665.44	55 665.44
Closing		0.00	0.00
SUMMARY OF OTHER BALANCES			
AVG CLOSING AVL BAL PREV MNTH			968.86
AVG CLOSING AVAILABLE BAL MTD			1.02
AVG CLOSING AVAILABLE BAL YTD			1 449.09
TOTAL FLOAT			0.00
AGGREGATE FLOAT ADJUSTMENT			0.00
CLOSING BALANCE - 3+ DAYS FLT			0.00
OPENING ON 29-Nov-2016			0.00
TOTAL INCOMING MONEY TRANSFRS			11 072.31
TOTAL SECURITY CREDITS			44 593.13
TOTAL SECURITY DEBITS			33 291.69
TOTAL ZERO BAL ACCOUNT DEBITS			22 373.75
Credits			
Tran. Date	Value Date	Description	Customer Ref.
28-Nov-2016	28-Nov-2016	FEDWIRE CREDIT	HK1bbb116PSUGWK3K
		S/R:	STRAIGHT
		YOUR REF :	HK1bbb116PSUGWK3K
Balance and Transaction Report - Summary and Detail			
Created On: 15-Feb-2017 05:56 AM EST			
Page 1 of 3			

Figure 5

Balance and Transaction Report—Detail by Date

ABC Company

** All values are subject to verification and adjustments. **

Balance and Transaction Report - Detail

J.P.Morgan

Transaction Date: 28-Nov-2016

Includes Credits and Debits for:
All Transaction Types

Report Settings:
Only Include Accounts with Activity,
Include Multi-Byte and Accented
Characters

Account Group: **Operational Accounts**
Account Name: ABC Company
Account Number: 3bbb78912
Currency: USD - US Dollar
Bank: 02100002 - JPMORGAN CHASE NEW YORK

Last Updated:
29-Nov-2016
01:40 AM EST

Credits

Tran. Date	Value Date	Description	Customer Ref.	Bank Ref.	Credit Amount	Report Time (ET)
28-Nov-2016	28-Nov-2016	FEDWIRE CREDIT	AB10000PXYZAB11	ABCDABCDFE	8 996.00	02:57 PM
S/R: STRAIGHT YOUR REF : HK128116PSUGWK3K REC FROM : ABC BANK USA, N.A. 000 STREET AVENUE NEW YORK NY 00001 FED ID : 000000000 B/O CUSTOMER: /5bbb91234 XYZ RESEARCH CONSULTING CO., LTD ROOM 00C 11/F, ABC INSURANCE BLDG, HONG KONG ID: 1bbb56789 B/O BANK : ABC HONG KONG GENERAL REMITTANCE ATTN: MGR NAME PO BOX 00 HONG KONG HONG KONG ACCT PARTY : /4bbb89123 NAME XYZ REMARK : PAYMENT /CHGS/USD25.00/ /BNF/FW 000000000 XYZ BANK 000 7TH AVENUE, NEW YORK, NY 10001 UNITED STATES DEBIT REF 9bbb45678 FED TIME : 13:19 REC GFP : 11281819 MRN SEQ : 333420627 FED REF : 0000 B1Q0000C 003141 **VIA FED**						
28-Nov-2016	28-Nov-2016	CHIPS CREDIT	0000USABC100000	5966800333FC	1 985.74	07:50 AM
S/R: STRAIGHT YOUR REF : 0000USABC100000 REC FROM : ABCDABC BANK 0000 AVENUE OF THE STREETS NEW YORK NY 00001 B/O CUSTOMER: /2bbb67891 NAME, SRINAGAR KASHMIR INDIA B/O BANK : XYZ BANK LTD ABC BRANCH SRINAGAR SRINAGAR INDIA						

Balance and Transaction Report - Detail
Created On: 15-Feb-2017 06:11 AM EST

Page 1 of 3

Figure 6

4. Does the banks deposit reporting system report electronics transaction (i.e. ACH, wire) as well as paper documents?

Yes. J.P. Morgan Access reports electronic transactions as well as paper documents.

5. What time is previous day information available?

Prior day reporting is available by 7:00 a.m. ET.

6. In what file formats can data be downloaded?

The City can securely export reports and data from the online portal through the reports function to update your accounting, ERP and/or treasury workstation systems. The following formats are available; BAI2, MT940/MT942, CSV, ISO camt.052, camt.053, camt.054 and OFX. The City can also download data and save in Excel or PDF formats.

In addition, our online portal offers a scheduling facility feature that can automatically create the file(s) ready for onward integration with your accounting or ERP and/or treasury workstation systems.

7. Can electronic reports be customized by users within the banks online platform? Can these customized be saved? Can the templates be shared with other users?

Yes. The City can customize how to view or download reports with a set of interactive features. Move, show or hide columns within the report and reorder columns on the fly with these intuitive features. Also, use the web search tool to filter data and add graphs or charts to quickly see trends. By letting you view each change as it is made, the interactive report makes it easier to tailor to your specific needs. Once customized, you can save, print and/or export reports as well as schedule reports to run automatically at recurring intervals.

Additionally, customized reports can be shared by the creator with other the City users.

8. Can electronic reports be scheduled to be generated automatically and emailed to designated users?

Yes. To enhance productivity, reports can be scheduled to run automatically via our Automated Scheduler at recurring intervals, e.g., daily, weekly or monthly. Once the scheduled reports are available in your users' Reports Inbox, the users can download these reports at any time even outside of regular business hours, provided that this is not within our electronic banking system's regular maintenance hours.

9. How many business days of balance history are store on the reporting system for previous day reporting? If there are differences in information available for current day and previous day reporting, how many business days of balance history are stored on the reporting system for current day reporting? Are longer retention options available? Indicate costs and provide sample reports.

Our banking portal offers 45 calendar days of account balance and transaction data (standard). Upon request, for report retention, the system can store 90 calendar days, 1 or 2 years of data. Receive both **prior-day** and **current-day** information on J.P. Morgan Access as described below. Sample reports are provided in response to *Question #3*.

The Cash Position snapshot view displays current or prior-day balances on the Home Page, and presents opening ledger, current ledger and current balances totals in an account or base currency. Cash reporting tools let the City create, customize and run up-to-the-minute reports on its accounts, all from a single location.

Receive **prior-day** information reporting by 7:00 a.m.ET. Receive **current-day** information of transactions posted (memo-posted transactions)—such as lockbox, wire, ACH, returns, controlled disbursement and demand depository accounts—throughout the day, within minutes of receipt or completion.

Please refer to *Section 5 Pricing Proposal* for associated costs.

M. Reconciliation Services

1. Does the bank offer full and partial Account Reconciliation Program (ARP) services? Discuss options.

Yes. We offer both full and partial reconciliation services.

Account reconciliation program (ARP) services are optional and are designed to enhance reconciliation efficiencies.

- **Full account reconciliation:** We offer the City a full reconciliation of outstanding and paid checks, with the option of reconciling accounts by the week, month, fiscal or calendar year in a format tailored to meet your needs. You provide us with detailed check issue data, including account numbers, check numbers, issue dates, dollar amounts and reference information (up to 15 bytes). The City chooses how you wish to supply this data: In a file transmission or by upload or manual key entry to J.P. Morgan Access, as needed by the check activity in each account.

With check issued data, we will perform a full reconciliation of activity in the account, delivering a reconciliation report package through our online portal. The standard full reconciliation package contains an account statement, balance sheet, paid and outstanding check listing, plus a summary including check number, issue date, amount paid and paid date. The City's reconciliation report will be available online via the online portal within five business days from the close of a cycle cutoff.

- **Partial reconciliation:** Partial reconciliation provides the City with a detailed listing of checks paid against a disbursement account over a client-defined period of time. This service also details certain other categories, such as stopped checks. Checks are typically listed in check serial number sequence with the amount and date each check was paid. The reports are available via the online portal.

2. What report options are available for full and partial reconciliation? Provide sample reports.

Available partial and full reconciliation reports are listed below.

Reconciliation reports package			
Report name	Full	Partial	Report description
Bank Statement	Yes	Yes	Provides a summary of credit, debit and paid check activity for the statement period, and balances at the start and end of the period. The statement then provides a detailed chronological listing of credit and debit transactions. For each transaction, the entry provides the ledger and value dates, the dollar value of the transaction, and detailed transaction description. The report also provides closing ledger balances.
Consolidated Diagnostic Summary Report	Yes	No	Provides an itemized listing of issued and paid check exception items during the reconciliation period.
Consolidated Reconciliation Report	Yes	No	Lists both unpaid and paid checks for the reconciliation period. Full and range reconciliation clients may receive this report in addition to or in lieu of the Paid and Unpaid Reports. This report reflects the status of checks written, whether paid, outstanding or assigned a special status, such as cancel or stop payment. The standard report is printed in serial number sequence. Serial numbers are sequenced vertically.

Reconciliation reports package

Report name	Full	Partial	Report description
Coversheet	Yes	Yes	Summary page.
Current Stop Reconciliation Report	Yes	Yes	Lists stops on file for an account as of the reconciliation period date.
DDA Paid File	Yes	Yes	Provides an itemized listing of all paid checks during the period.
Daily Paid File	Yes	Yes	Provides an itemized listing of paid checks during the previous business day.
Miscellaneous Credit Reconciliation Report	Yes	Yes	Lists credit transactions posted during the reconciliation period. Miscellaneous credits include deposits, electronic credits and credit adjustments processed by the bank. Descriptive information relative to the item is provided where applicable.
Miscellaneous Debit Reconciliation Report	Yes	Yes	Lists debit transactions, other than checks, posted during the reconciliation period.
Outstanding Settlement Report	Yes	No	Provides the balances pertaining to the issue information submitted during the reconciliation period.
Paid No Issue Report	Yes	Yes	Lists separately the current- and prior-period paid items with no corresponding issue information on file. Items will remain on the report until issue information is submitted. The bank can generate a Paid-No-Issue Report upon request.
Paid Only Diagnostic Summary Report	Yes	No	Provides an itemized listing of issued and paid checks during the reconciliation period.
Paid Only Reconciliation Report	Yes	Yes	Lists checks paid during the reconciliation period. The standard Paid Only Report is printed in serial number sequence. Serial numbers are sequenced vertically. A grand total of paid items is printed at the end of the report.
Recap of Posted Items	Yes	Yes	Provides a daily recap of all items posted during the reconciliation period. It also summarizes, per day, the number and amount of issues, stops placed, stops removed and canceled items. The report is printed in sequence vertically by day.
Reconciliation Data File	Yes	Yes	Text file containing paid, issues, stops placed, stops removed, canceled items and outstanding checks.

Reconciliation reports package

Report name	Full	Partial	Report description
Stop Reconciliation Report	Yes	Yes	Lists stops on file for an account as of the reconciliation period date.
Unmatched Report	Yes	No	Lists unmatched paid and issued items (outstanding checks and paid-no-issues) as of the reconciliation period date in amount sequence.
Unpaid Only Diagnostic Summary Report	Yes	No	Summary of outstanding check and exception items.
Unpaid Only Reconciliation Report	Yes	No	Lists outstanding checks and exception items, including stops and cancels, as of the end of the reconciliation period. The total of outstanding items is printed at the end of the report.

Consolidated Diagnostic Summary Report

J.P. Morgan | Access

Search by account, amount, beneficiary and r

Home Payments Liquidity Receivables Checks Reports & Statements Payment Control Manager More Services

Home Inquiry Stops Data Download Recon Input Check Print Recon Output PosPay Rev PosPay ACR Filter Approvals Reports

RECON REPORTS

Customer International Global, Inc.

Package: Recon Reports Start Date: 12-Mar-22 End Date: 12-Apr-22 Search

Select All Unselect All

Output: ☐ Coversheet ☐ Recon Data File ☐ Recap of Posted Items ☐ Outstanding Settlement Report

Accounts: ☐ 00b0002222-ARP Pos Pay ☐ 00b0003333-ARP Pos Pay Payee Name ☐ 00b0004444-ARP Pos Pay Custom

Select	Account	Output Name	Cut Off Date	View
☐	00b0002222	Consolidated Diagnostic Summary Report	31-Mar-22	View
☐	00b0002222	Consolidated Reconciliation Report	31-Mar-22	View
☐	00b0002222	Miscellaneous Credit Reconciliation Report	31-Mar-22	View
☐	00b0002222	Outstanding Settlement Report	31-Mar-22	View
☐	00b0002222	Paid Only Reconciliation Report	31-Mar-22	View
☐	00b0002222	Paid Only Diagnostic Report	31-Mar-22	View
☐	00b0002222	Recap Of Posted Items	31-Mar-22	View
☐	00b0002222	Miscellaneous Debit Reconciliation Report	31-Mar-22	View
☐	00b0002222	Unpaid Only Diagnostic Report	31-Mar-22	View
☐	00b0002222	Unpaid Only Reconciliation Report	31-Mar-22	View
☐	00b0002222	Recon Data File	31-Mar-22	View

END OF RECORDS

Select All Unselect All Download Selected Download All

SiteMap | Security | Privacy | Contact Us | Terms & Conditions

© 2022 JPMorgan Chase & Co.

Figure 7

Additional report samples are available upon request.

3. Describe the bank's deposit reconciliation services. Hoe are daily deposits reported?

We provide location reporting for clients that deposit from multiple sources into a single checking account through the online portal. The City can customize the filters and view of the Balance and Transaction Report, available through the Reports function, as a Location Report that captures deposit information from each of your locations. Locations are identified by a unique location identifier (ULID) number printed on the deposit slip, which is then reported back to your main office/location, broken out by each location.

The Location Report view within the Balance and Transaction Master Report captures and reports deposit information for the period you determine. Totals are calculated by each ULID location ID for the date range selected along with other optional totals. The information captured includes the ULID number, deposit date, deposit amount, and deposit ticket and deposited check images (online output only).

4. Are the systems integrated for check, ACH, and wire transfer? If so, describe. If not, discuss any plans to do so.

Yes. Host-to-Host Online available through J.P. Morgan Access supports the ability to upload a single file with mixed payment types in ISO 20022 XML v3, SAP IDoc and our proprietary Global Flat File (GFF) formats. The Host-to-Host Online service requires a subscription to J.P. Morgan's File Transmission Payments service.

5. Describe how reconciliation data is transmitted to the City.

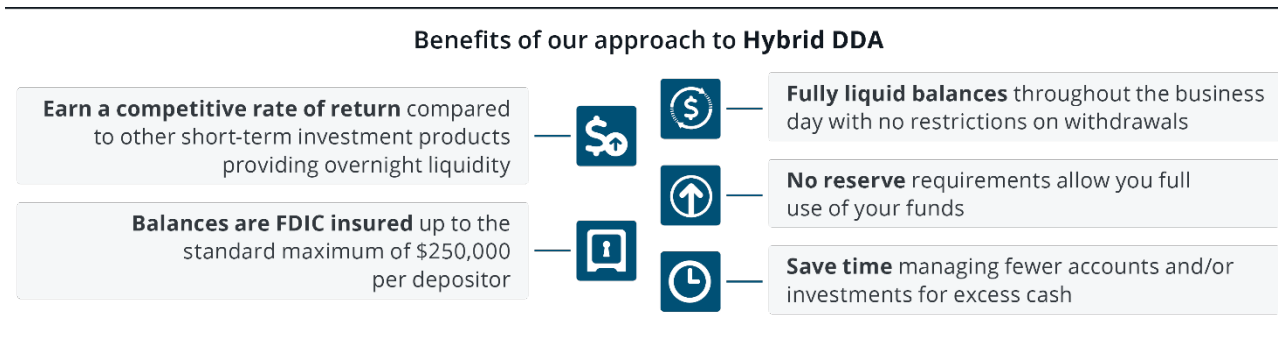
Reports can be transmitted via J.P. Morgan File Transmission and are available for download via the online portal.

N. Overnight Investment Option or Interest Bearing Bank Deposit

1. What short-term investment vehicle(s) or interest bearing account does the bank propose to use for the overnight investment or sweep of the City's demand deposit accounts?

In today's rate environment, you may prefer using our Hybrid DDA for excess cash balances. The Hybrid DDA allows you to earn interest on excess funds without moving them to an investment account. Optimize your cash management in comparison to managing a sweep option or direct investment because the funds remain in one cash account and are available for use as needed.

The below illustrates how the Hybrid DDA works.



This innovative solution opens the door to a **simplified account structure**, allows for balances to offset service fees and minimizes time spent managing investments. Hybrid DDA balances earn an earnings credit allowance up to a predetermined threshold to offset bank service fees with balances above the threshold earning hard dollar interest. Thus, **instead of sweeping to a separate account each night, your excess balance remains in the DDA and earns interest.** Additionally, the Hybrid DDA does not have an investment cap like an end-of-day MMF sweep solution.

Balances up to a predetermined threshold (“the peg balance”) earn an earnings credit allowance at the **proposed earnings credit rate of 3.32%**. Funds up to the peg balance are used to offset bank service fees. Balances above the peg balance threshold earn hard dollar interest at a **proposed rate of 3.22%**. Interest accrues daily and is paid monthly.

Hybrid DDA structure

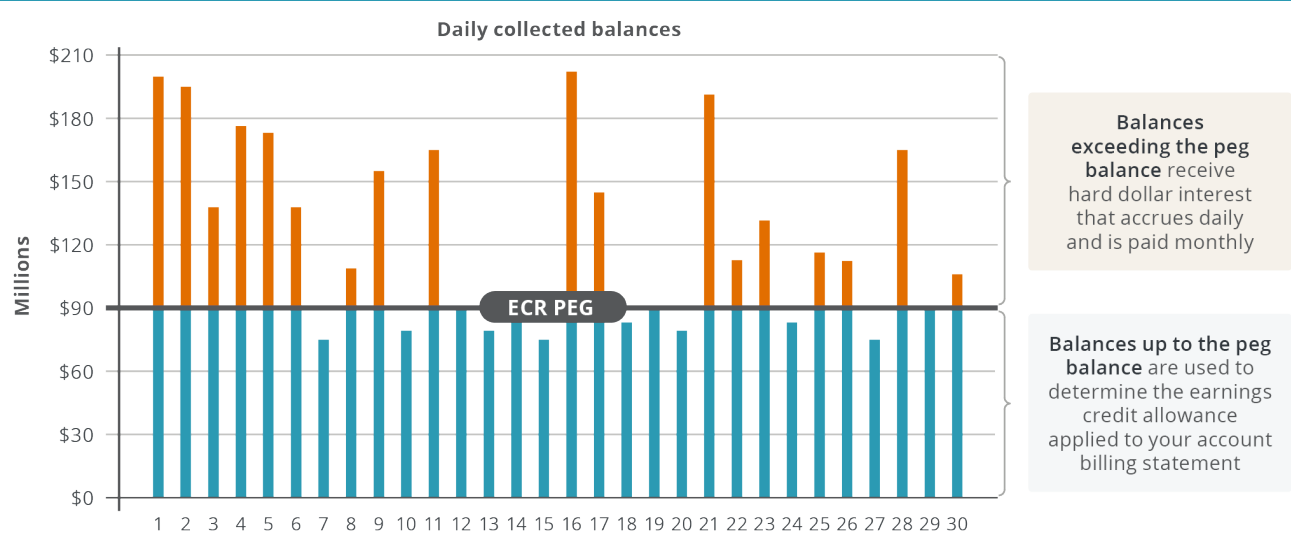


Figure 8

The peg balance can be changed at any time prior to the next billing cycle (and applied on a go forward basis) to adjust for unplanned changes in service fees (e.g., significant volume changes, service additions/deletions, to compensate for periods in which minimum balance levels fall below the peg balance amount).

Calculation of ECR and interest

The earnings credit allowance is calculated and applied on a monthly basis on the balances up to the peg balance threshold.

Monthly earnings credit allowance calculation

$$\frac{(\text{Average monthly investable balance} \times \text{ECR} \times \text{actual number of days in month})}{\text{Actual number of days in year}}$$

Hard dollar interest accrues on a daily basis on the closing daily balance above the ECR peg and is paid on a monthly basis.

Daily interest accrual calculation

(Daily positive collected balance above the peg x account interest rate)

Actual number of days in year

The offered rates—on the standalone interest-bearing DDA and Hybrid DDA—are bank managed rates which are reviewed and updated periodically by us after considering a range of factors, including the market rate environment. Using a managed rate helps to maintain pricing flexibility while helping to protect you from the short-term rate volatility that could result from using an indexed rate.

Money market funds and sweeps

Additionally, as a leading liquidity solutions provider, we offer integrated off-balance sheet investment solutions through a variety of money market funds (MMF), ranging from diversified credit instruments to government obligations. These funds are seen as stable, low-risk investments. The average maturities of these MMF investments are short term, under 61 days (per Federal regulation), and the yields are market driven. Select third-party (non-J.P. Morgan) MMFs are available.

We offer the City the convenience of an **automated investment sweep** and **direct investment** through **J.P. Morgan Access Liquidity Solutions**. For direct and automated intraday investments (purchases and redemptions), the funds are subject to specific market cutoff times during the day. For an end-of-day sweep, an investment cap is established based on your expected, stable level of average sweep balances. Funds sweep daily and additional shares may be allocated as available.

Sweep offering

Money market funds (MMF)

Exposure	The specific MMF selected; see prospectus at www.jpmgloballiquidity.com
Rating	
Sweep type	End-of-day and intraday
Timing	• End-of-day: Last transaction of the business banking day • Intraday: One hour prior to fund close
Return of funds	• End-of-day: The morning of the next business day • Intraday: Only when DDA balance falls below target
Interest/ dividends	• Dividends accrue daily, paid monthly on a 365-day basis
Restrictions/ comments	• U.S. corporations/entities must invest in U.S.-registered funds • End-of-day sweep: Investment cap established based on average stable balance • See prospectus for fund details

The City can directly invest through J.P. Morgan Access Liquidity Solutions. Money Market Mutual Funds (MMF) are subject to specific market cutoff times during the day. MMF yields and share classes are dependent on the investment amount and investment channel. Please see *Question #7* below for more information.

2. Does a reserve requirement apply to the propose option?

For Hybrid DDAs, the City benefits from full use of your funds with no reserve requirements.

Please see table below for sweep and direct investment share class minimum balances that are dependent on the investment amount and investment channel:

J.P. Morgan money market funds share class minimums			
Share class	Automated sweeps		Direct investments
	Intraday	End-of-day	
Capital	\$50,000,000	n/a	\$50,000,000
Institutional	\$10,000,000	n/a	\$10,000,000
Agency	\$5,000,000	n/a	\$5,000,000
Premier	\$1,000,000	n/a	\$1,000,000
Morgan	\$1,000	\$1,000	\$1,000

3. Does a DFIC assessment, deposited based fee, or similar fee apply to the proposed option?

No. We will waive Balance Based Charges, formerly known as FDIC assessment, for the length of the contract.

4. Provide investment return history for a recent thirty-six (36) months period for each option proposed. Show the yield for each month.

The table below includes historic interest rates.

Historical Interest Rates (Oct 2021 - Sept 2024)							
2021	%	2022	%	2023	%	2024	%
		Jan	0.05%	Jan	2.87%	Jan	3.62%
		Feb	0.05%	Feb	3.07%	Feb	3.62%
		Mar	0.05%	Mar	3.07%	Mar	3.62%
		Apr	0.10%	Apr	3.22%	Apr	3.62%
		May	0.30%	May	3.42%	May	3.62%
		Jun	0.30%	Jun	3.42%	Jun	3.62%
		Jul	0.72%	Jul	3.42%	Jul	3.62%
		Aug	1.27%	Aug	3.62%	Aug	3.62%
		Sep	1.27%	Sep	3.62%	Sep	3.62%
Oct	0.05%	Oct	1.87%	Oct	3.62%		
Nov	0.05%	Nov	1.87%	Nov	3.62%		
Dec	0.05%	Dec	2.47%	Dec	3.62%		

5. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?

We recommend our Hybrid DDA solution. The Hybrid DDA offers a solution similar to the functionality of an overnight sweep service. Please refer to the table in response to *Question #7* for our sweep and direct investment fund availability and cutoff times.

6. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?

We provide service fee information for our investment options below.

- **Hybrid DDA:** There is a \$25 monthly maintenance fee for our Hybrid DDA.
- **Direct investment:** There is no service fee for direct investment into our government money market mutual funds.
- **Automated Money Market Sweep:** There is an annual service fee of 25 basis points (0.25%) assessed on average invested balances for sweeps.

7. If the bank is proposing a money market mutual fund, provide a copy of the current prospectus, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP.

Information on all our money market funds may be found on our website:

<https://am.jpmorgan.com/us/en/asset-management/gim/liq/products/performance-and-yields/liquidity>

The City can also download the full prospectus for liquidity funds from:

<https://am.jpmorgan.com/us/en/asset-management/gim/liq/products/performance-and-yields/liquidity>

J.P. Morgan U.S. Money Market Funds for Direct Investment/Intraday Sweep

Fund Name	Primary Holdings	Portfolio Assets (in billions) as 9/30/2024	Active Invest Cut-off Time	End-of-Day Availability	7 Day Avg Yield as of 9/30/2024
J.P. Morgan Prime Money Market Fund	• Certificate of Deposit • Time Deposit • Commercial Paper • Repurchase Agreements • U.S. Gov't Agencies • U.S. Treasuries	\$82.7	2:30PM ET	Yes	5.03% (Capital) 4.99% (Institutional) 4.94% (Agency) 4.77% (Premier) 4.71% (Morgan)
J.P. Morgan U.S. Government Money Market Fund	• Repurchase Agreements • U.S. Treasuries • U.S. Gov't Agencies	\$258.22	4:30PM ET	Yes	4.92% (Capital) 4.88% (Institutional) 4.83% (Agency) 4.66% (Premier) 4.51% (Morgan)
J.P. Morgan U.S. Treasury Plus Money Market Fund	• U.S. Treasuries • Repurchase Agreements	\$38.78	4:30PM ET	Yes	4.92% (Capital) 4.88% (Institutional) 4.83% (Agency) 4.66% (Premier) 4.50% (Morgan)
J.P. Morgan 100% U.S. Treasury Securities Money Market Fund	• U.S. Treasuries	\$191.52	2:30PM ET	Yes	5.02% (Capital) 4.98% (Institutional) 4.93% (Agency) 4.76% (Premier) 4.60% (Morgan)
J.P. Morgan Federal Money Market Fund	• U.S. Treasuries • U.S. Gov't Agencies	\$7.08	2:30PM ET	No	5.02% (Institutional) 4.97% (Agency) 4.79% (Premier) 4.63% (Morgan)

Figure 9

O. Earnings Credit Rates

1. Does the City have the option of compensating the bank on either a fee or balance basis? Is the pricing the same for either option? If not, what is the difference?

We accept compensation based on fees and/or balances, with no difference in unit prices.

2. How is the bank's earnings credit rate determined, adjusted, and applied? Include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.

The earnings credit rate is a bank managed rate that we review and update periodically after considering a range of factors, including the market rate environment. Using a managed rate helps to **maintain pricing flexibility** while helping **to protect you from the short-term rate volatility** that could result from using an indexed rate.

The earnings credit allowance is calculated based on the average daily positive collected balances in the non-interest-bearing accounts less the reserve requirement (currently 0%) using the calculation provided in *Question #1*.

3. Provide the bank's earnings credit rate history for a recent thirty-six (36) month period. Show yield for each month.

The table below includes historic earning credit rates.

Historical ECR Rates (Oct 2021 - Sept 2024)							
2021	%	2022	%	2023	%	2024	%
		Jan	0.10%	Jan	2.97%	Jan	3.72%
		Feb	0.10%	Feb	3.17%	Feb	3.72%
		Mar	0.10%	Mar	3.17%	Mar	3.72%
		Apr	0.15%	Apr	3.32%	Apr	3.72%
		May	0.37%	May	3.52%	May	3.72%
		Jun	0.37%	Jun	3.52%	Jun	3.72%
		Jul	0.82%	Jul	3.52%	Jul	3.72%
		Aug	1.37%	Aug	3.72%	Aug	3.72%
		Sep	1.37%	Sep	3.72%	Sep	3.32%
Oct	0.10%	Oct	1.97%	Oct	3.72%		
Nov	0.10%	Nov	2.57%	Nov	3.72%		
Dec	0.10%	Dec	2.57%	Dec	3.72%		

P. Account Analysis Statements

1. Please provide a sample monthly account analysis statement.

Each month, you receive a detailed account analysis statement for your account. Account analysis statements in PDF format show each section of billing information in a separate table. Total charges are displayed at the end of each table for clarity.

Please see sample statements below.

Balance and Compensation Analysis section

J.P.Morgan
JPMORGAN CHASE BANK, N.A.
123 LOMBARD AVE
HOUSTON TX 12345

ACCOUNT ANALYSIS STATEMENT
FOR JANUARY 2014

DETAIL OF ACCOUNT 000 00bb00000123456789

PAGE 1 OF 4
ACCOUNT: 000 00bb00000123456789
PRODUCTION DATE: 02-06-2014
OFFICER CONTACT:
PAUL ROMAN
(212) 123-XXXX
OTHER CONTACT:
JOHAN LAPOSTOL
(212) 123-XXXX

12345 LOC 000 123 4567 - NN

BALANCE AND COMPENSATION ANALYSIS
EARNINGS ALLOWANCE RATE: XX.XX%
MULTIPLIER: \$ 4,709.67000

AFP CODE	DESCRIPTION	BALANCE INFORMATION	COMPENSATION INFORMATION
000000	AVERAGE NET LEDGER BALANCE	5,000,000	0.00
000030	LESS AVERAGE FLOAT BALANCE	00	.00
000010	AVERAGE NET COLLECTED BALANCE	5,000,000	0.00
000011	AVG POSITIVE COLLECTED BALANCE	5,000,000	0.00
000420	LESS DDA BAL RESERVE REQUIREMENT	00	.00
000040	INVESTABLE BALANCE	5,000,000	0.00
000400	BAL EQUIV LNT-TOT SERVICE CHRG	XX.XX	XX.XX
000410	EXCESS(DEFICIT) INVESTBLE BAL	XX.XX	XX.XX
000240	EARNINGS ALLOWANCE	XX.XX	XX.XX
000331	BAL COMPENSABLE SRVC CHARGES	XX.XX	XX.XX
000241	EXCESS(DEFICIT) EARNING ALLOW	XX.XX	XX.XX
000314	SERVICE CHARGE AMOUNT	XX.XX	XX.XX


00000001234567891234

Figure 10

Activity Summary section

J.P.Morgan
ABC COMPANY INC

ACCOUNT ANALYSIS STATEMENT
FOR NOVEMBER 2018

DETAIL OF ACCOUNT 000 0000000000XXXXXXX

PAGE 2 OF 6
ACCOUNT: 000 0000000000XXXXXXX
PRODUCTION DATE: 12-06-2018

00067 LOC 802 008 34018 - NN

ACTIVITY SUMMARY

PRODUCT LINE AND DESCRIPTION	BANK SERVICE CODE	AFP SERVICE CODE	UNIT PRICE (\$)	VOLUME	SERVICE CHARGE (\$)	BALANCE EQUIVALENT (\$)	FEE BASED CHARGES (\$)
ACCOUNT SERVICES							
ACCOUNT MAINTENANCE	01005	010000	33.5000	1	33.50	90.574	0.00
CASH CONCENTRATION MAINTMASTER	07856	010020	25.0000	1	25.00	67.593	0.00
STATEMENT CYCLES	01010	010007	0.0000	1	0.00	0	0.00
POST NO CHECKS MAINTENANCE	03499	150022	0.0000	1	0.00	0	0.00
SUBTOTAL					58.50	158.167	
BALANCE BASED CHARGES							
BALANCE BASED CHARGES	00035	000230	13.0000	1,780	0.19	514	0.00
SUBTOTAL					0.19	514	
TOTAL CHARGE FOR SERVICES		000300			58.69	0	
TOTAL FEE BASED CHARGES		000330			0.00	0	
BAL COMPENSABLE SRVC CHARGES		000331			-58.69	0	
BAL EQUIV LNT-TOT SERVICE CHRG		000400			0.00	158.680	

Figure 11

Relationship Balance Compensation History section

J.P.Morgan

ACCOUNT ANALYSIS STATEMENT

FOR JANUARY 2014

PAGE 3 OF 4

ACCOUNT: 000 000b00000123456789

PRODUCTION DATE: 02-06-2014

12345 LCC 000 123 4567 - NN

DETAIL OF ACCOUNT 000 000b00000123456789

RELATIONSHIP BALANCE COMPENSATION HISTORY

MONTH	AVERAGE NET LEDGER BALANCE (\$)	AVERAGE NET COLLECTED BALANCE (\$)	INVESTABLE BALANCE (\$)	BALANCE EQUIVALENT TOTAL SERVICE CHARGES (\$)	EXCESS/ (DEFICIT) INVESTABLE BALANCE (\$)	EARNINGS ALLOWANCE RATE (%)	EARNINGS ALLOWANCE (\$)	BALANCE COMPENSABLE SERVICE CHARGES (\$)	EXCESS/ (DEFICIT) EARNINGS ALLOWANCE (\$)
JAN5	000,000	5,000,000	5,000,000	XX.XX	XX.XX	XX.XX%	XX.XX	XX.XX	XX.XX
JAN - JAN AVERAGE	5,000,000	5,000,000	5,000,000	XX.XX					
JAN - JAN NET					XX.XX		XX.XX	XX.XX	XX.XX

00000001234567891234

Figure 12

2. Can Association for Financial Professionals (AFP) Service Codes be included on the analysis statement?

We provide a statement option that includes AFP service codes* on U.S. account analysis statements. **A portion of this material related to the AFP Service Codes is copyrighted by the Association for Financial Professionals and has been reprinted with permission.*

3. Are account analysis statement available online? How many prior months are available? Can the account analysis detailed be downloaded into Microsoft Excel?

Yes. You can view account analysis statements online, or export them in Excel, PDF and CSV format. In addition, EDI 822 format is available through direct transmission or secure email. We also offer CAMT.086 ISO formatted billing files, the newest industry standard electronic statement. View account analysis statements starting on the sixth business day after the close of the billing period. Account analysis statements are available online for up to 13 months.

4. Will the bank access FDIC, FICO, or other balance based charge to the City? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?

No. We will waive Balance Based Charges, formerly known as FDIC charges, for the life of the contract.

Q. End-of-Day Overdrafts

1. What are the fees and interest charges associated with overdrafts? How are these charges calculated?

We charge for the use of end-of-day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual DDAs for each day an overdraft occurs.

There may also be a fee per occurrence. Offset Interest and overdraft fees are eligible for offset with earnings credit allowance generated through positive investable balances associated with related stand-alone or group billing relationships. The negative collected balance fee is calculated daily, as follows:

Negative collected balance fee calculation

(negative collected balance x overdraft rate)

360 days

Our policy is that collected balances be maintained in the account(s) at all times in order to cover daily cash disbursements. Credit arrangements or netting/pooling arrangements that may be required would be determined and discussed in advance with the City's relationship manager.

2. Is there a fee per check or per occurrence when there is an overdraft?

There is a per occurrence fee for each day an account maintains an EOD negative collected balance.

3. Is there a daily cap on fees? If so, what is it?

No. There is no daily cap on overdraft fees. The negative collected balance amount is assessed a fee based on our prevailing Prime Rate + 3%. There is no cap on this charge.

R. Daylight Overdrafts

1. Describe the bank's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.

All your accounts are netted together for tracking intraday liquidity usage. Real-time balance and transaction information is available via the online portal. Daylight overdrafts are referenced in the context of either intraday credit line (IDL) or intraday liquidity (Fed daylight overdraft) usage. The bank does not charge for intraday or daylight overdrafts. We charge for the use of end of day (EOD) uncollected funds by applying a daily variable overdraft (OD) rate to individual DDAs. Overdraft fees can be offset by an earnings credit allowance and may be assessed on a per occurrence basis.

2. Is wire transfer processing stopped when the intra-day limit is reached?

Considering the established credit standing, an appropriate intraday credit limit is made available to make sure your transactions flow smoothly and efficiently through our systems. The limit is electronically verified by our Funds Transfer Balance Control System. Payments within the limit, plus the current cash position in your account, are executed.

Should a payment take your account balances over the intraday limit, the transfer will be stored electronically and referred to your funds control officer for approval. If covering funds are received while the payment is stored, the transfer will be automatically released without manual intervention. An important feature of our system is the ability to **group designated accounts** together into a single relationship for intraday credit purposes. This provides for the release of payments when the total balance and intraday limit in your grouped accounts is sufficient.

TAB E – Internal Control

A. Describe the bank’s security environment. Discuss the physical security and software safeguards that you have put in place to control access to the funds transfer system and client account information. Describe the bank’s security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, etc.).

The online portal uses a multi-layer security system designed to protect the privacy and identity of users, while maximizing data and transaction integrity.

- **Control:** The City’s security environment is maintained by your assigned security administrators, who create and authorize users for online services. Using online administration tools, security administrators can lock down security with precise user entitlements, limits and account settings and generate entitlement reports to meet auditing requirements.
- **Two-step login:** The system uses an enhanced two-step login to help validate that users are accessing the authentic J.P. Morgan Access website.
- **Single Sign-On:** A distinct user ID and password give the City’s users access to the platform and product functions that do not involve the initiation of value-bearing transactions. Users entitled to transaction initiation or that fall under certain regulatory requirements will also require a security token to log on.
- **User authentication:** During the initial access to the server, users’ identities are validated against their registered profiles.
- **Log on control:** After three log on attempts, the system automatically locks out a user who enters an invalid password and generates an entry in the security log. The three failed log on attempt restriction prior to disabling a user is on a per session basis. This is set by our systems.
- **Computer registration:** Each time a user logs on through an unrecognized computer, the system prompts the user to re-register the unit using an activation code delivered via an out-of-band channel, such as email, help desk or in person by a the City security administrator.
- **Digital signature:** Authentication is required for users accessing functions involving value-bearing transactions or security activities (e.g., wires and ACH). We use a two-factor authentication process:
 - Digital signature authentication is achieved through J.P. Morgan’s patent-pending solution leveraging RSA SecurID token technology to provide signatures.
 - Users enter their user ID, password and RSA SecurID token code when logging on. They are prompted to re-enter their password and token code before moving funds during their secure session.
- **Data protection:** Industry-standard 256-bit Transport Layer Security encryption helps maintain confidential access and delivery of data, and transaction facilities.
- **Session timeout:** After 15 minutes of inactivity, users are automatically logged off.

B. List the types and amounts of insurance and bonding carried.

JPMorganChase maintains reasonable and customary forms of insurance to protect itself and its subsidiary companies against loss. All insurance requested policies have been addressed in *Tab I Question B* for the banking services provided. Beyond requested policies, JPMorganChase carries: Bankers Professional liability, Bankers Blanket Bond and Cyber insurance with limits no less than \$25 million per claim. Our certificate of insurance is provided following *Tab B – Experience* section.

C. Describe the bank’s procedures for complying with the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the bank’s OFAC program was conducted by internal auditors, outside auditors, consultants, or other qualified independent party?

Please refer to the letter included in Appendix 3 for information about our global sanctions compliance program. As a global systemically important financial institution, J.P. Morgan entities and their employees are subject to regulatory oversight from numerous federal and agencies including, but not limited to the U.S. Department of Treasury’s Office of Foreign Assets Control. Due to the sensitivity of such regulatory oversight, we are unable to comment directly on either the substance or periodicity of such regulatory testing and auditing procedures; however, we observe a comprehensive compliance program designed to make sure of compliance with the various regulatory priorities and sanctions protocols to which it is subject.

D. Include a copy of the bank’s most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards-70 (SAS70) for any processes or systems relevant to the services under this RFP.

JPMorgan Chase Bank, N.A. has engaged a public accounting firm to perform a System and Organization Controls (“SOC 1”, formerly referred to as SSAE16 or SAS70) examination of certain treasury services operations and SOC 1 reports are available to clients upon request. We have a comprehensive internal risk framework designed to provide a sound and well-controlled operating environment. This includes a rigorous Operational Risk Management program that requires assessment and testing of operating controls, complemented by policies, procedures and metrics, as well as a comprehensive, risk-based internal audit program. For information about the firm's internal controls please refer to the JPMorganChase annual report for management's assessment of the effectiveness of its internal control over financial reporting and our independent auditor's opinion on the effectiveness of the firm's internal control over financial reporting. The annual report is available at: <http://investor.shareholder.com/jpmorganchase/annual.cfm>

TAB F – Conversion and Implementation

A. Describe the proposed conversion process and include a conversion table. Include the estimated time for the transition and the amount of effort required by the City staff. Be specific in outlining the time committed that will be required.

When the City begins your relationship with us, we apply our proven implementation approach to implement your new banking services in a structured and efficient manner, with minimal disruption to your business.

Our approach to provide smooth onboarding of new services

Your dedicated onboarding specialist remains your single point-of-contact throughout implementation.

Proven project management approach to for adding new services

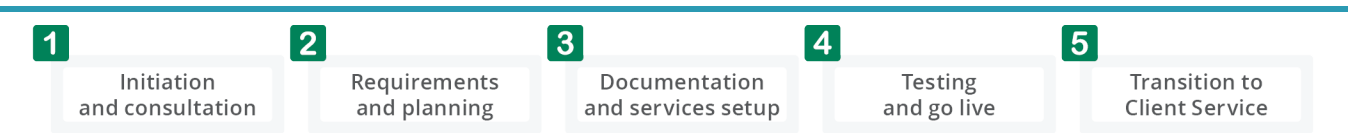


Figure 13

We view the implementation process as a pivotal phase in our relationship and an opportunity to demonstrate the value of our expertise and consultative capabilities.

Our people dedicated to your success

Your **dedicated onboarding specialist** earns your trust as an extension of your team. Your specialist delivers expertise in project management and provides deep industry knowledge and experience. Our **technical specialists** work with you to develop a comprehensive implementation plan based on your objectives and processing systems. They provide expertise on our market-leading capabilities that simplify complex onboardings. They use proven and structured methodology to make certain highly successful outcomes that are delivered on-time.

Implementation lead time

The table below provides the average implementation time for setup of the requested services. Time is measured from receipt of completed documentation.

Actual timelines and resources are outlined once the scope of work has been completed and approved. Your assigned onboarding specialist provides you with a project plan that is specific to each service being implemented. The plan also identifies responsibility for each step of the implementation process. The implementation lead time is defined within the sample project plan. The start of the services setup is dependent on the City's availability to confirm the setup details and provide signed documentation.

Implementation time averages, resources and critical success factors

Service	Expected lead time ⁽¹⁾	Resources	Critical factors
Account opening ⁽²⁾	2 days	• Bank onboarding specialist • The City cash manager	• Confirm setup requirements • Receipt of signed documentation • Due to the U.S. PATRIOT Act and “Customer Identification Program” regulations, we must receive all required documentation, properly and fully completed, before we open an account • Information pursuant to the BSA that requires us to collect and validate the personal identification information of beneficial owners and at least one controller
Depository services	4-10 days	• Bank onboarding specialist • The City cash manager	• Deposit tickets • Endorsement stamps • Tamper-resistant plastic depository bags • Deposit ticket MICR specification sheets are available electronically; your onboarding specialist will provide these upon request
• ACH Debit Block • Check returns	1-5 days	• Bank onboarding specialist • The City cash manager	• Confirm setup requirements • Receipt of signed documentation
J.P. Morgan Access	2-4 weeks	• Bank onboarding specialist • Bank training team • The City security administrators • The City end users • The City IT • The City’s banks	• Confirm setup requirements • Receipt of Security Administration Designation Form • Security administrator and end-user ID activation • User and entitlement setup • Security administrator and product training • Create ACH/wire files and test upload process, if applicable • Non-banks begin reporting
Cash vault	2-3 weeks (new). Changes to existing cash vault are much quicker	• Bank onboarding specialist • The City cash manager	• Confirm setup requirements • Order supplies for deposits • IVR instructions for ordering cash

Implementation time averages, resources and critical success factors

Service	Expected lead time ⁽¹⁾	Resources	Critical factors
Remote Deposit Capture	Without lockbox 2-3 weeks With lockbox 3-4 weeks	• Bank onboarding specialist • Bank training team • The City A/R team • The City end users	• Confirm setup requirements • Order scanner • Scanner installation • Product training
• ACH direct send • File transmission connectivity for prior and/or current-day BAI2 transmission • Positive pay transmission • Reconciliation	4-6 weeks	• Bank onboarding specialist • Bank technical IPM • Bank connectivity • The City IT • The City connectivity	• Confirm setup requirements • User acceptance testing setup • Successful file and connectivity testing • User acceptance testing sign-off • Partner key exchange • Successful production verification test

(1) The expected lead times are estimates for standard product setups. Actual lead-time varies according to complexity of business requirements. Complex and/or large implementations may take longer than described above.

(2) Original paperwork must be received before setup may begin

The City's resources

We will require the support of the City's treasury staff for a successful implementation. We may need the support of your technology and telecommunications staff, as well as any outside vendors you may be using based on the solution being implemented. The City should provide a primary point of contact for the implementation team to work with as well as any necessary technical contacts, if required. Authorized signers should be available at the start of the project to sign documents and identify and approve security administrators.

B. Will a dedicated conversion team be provided? If so, would any of the ongoing administration team be involved in the conversion process?

Yes. Please see *TAB C* for your dedicated relationship team.

Upon confirmation of the scope of the project, your relationship manager will coordinate and meet with an internal team to discuss your overall project. At that time, an onboarding specialist will be assigned and a kick-off call will be scheduled to review the entire scope, prepare a project timeline and introduce the City to your assigned onboarding specialist to answer any questions and begin the project. The onboarding specialist will be your point of contact during the entire onboarding.

After your accounts and services are complete, the onboarding specialist will coordinate the hand-off to your designated CSA for ongoing servicing.

C. Describe any unique conversion features or characteristics that would differentiate your company.

Leadership, quality, client advocacy, investment, along with unparalleled scale and commitment to delivering our services on your behalf, positions us to help you achieve your treasury goals. The City benefits from solutions that make it easy to do business with us.

Our service implementation differentiators are outlined below:

- Focuses on you with a dedicated client service relationship-based approach.
- Gives you a single point of contact with a service professional for needs.
- Employs CSAs who average nearly 15 years of experience.
- Offers a single point of contact during implementation through assigned onboarding specialist.

D. Does the bank have experience conducting similar conversions? If so, describe.

Yes. We have experience conducting similar conversions. In fiscal year 2023, J.P. Morgan completed 5,056 Commercial Banking implementations for new clients. We also know the government sector intimately through our experience serving more than 2,100 government clients.

E. Indicate the bank's plan for initial and ongoing education and training of the City employees in using your bank's systems. Provide examples of communication and training materials.

Your onboarding specialist, along with your designated the City representative will determine the training and support required during implementation. Training involves on-site implementation meetings, webinars, technical assistance and support, as well as user's manuals. We will provide the necessary tools to train your staff. Our objective is for you to fully understand our products so you can take full advantage of our product offerings.

We believe continuous support is critical to your overall account relationship. After implementation, the City's designated CSA, Krystal, becomes your ongoing contact to make sure that your expectations are consistently met.

Training

We offer the City a variety of methods for training without any cost to you, such as webinars, phone and short step-by-step prerecorded videos.

Receive the training you need



Store/Location deposit preparation process

Receive a number of materials during the initial implementation meeting, including **deposit preparation procedures**



Change order procedures and system access

Receive materials during the implementation process, including **procedures and worksheets for our automated IVR or web-based coin and currency ordering system**, depending on your preference

Receive the training you need



Online resources

The **Help** tab provides you with online help articles, FAQs, guides, videos and a range of live and prerecorded webinar offerings on how to use our products and services



Webinar training

Learn about each of our products in the J.P. Morgan Access family—each webinar lasts between 15 to 90 minutes and registration is available via the Help page



Phone training

Schedule a **one-on-one** session conducted over the phone to meet your needs by contacting Client Access Training at (866) 619-3055, Monday through Friday, 7:30 a.m. until 7:00 p.m. ET

Additionally, instructor-led sessions are available on many of our products including Receivables Online and Remote Deposit Capture.

Implementation guides

File formatting guides and the Connectivity User Guide are provided on execution of a contract. In addition, a Client Engagement Solutions Document and Requirements Document are provided at the outset of the implementation, which outline the implementation process, target dates, requirements and deliverables for both the City and J.P. Morgan.

Online support

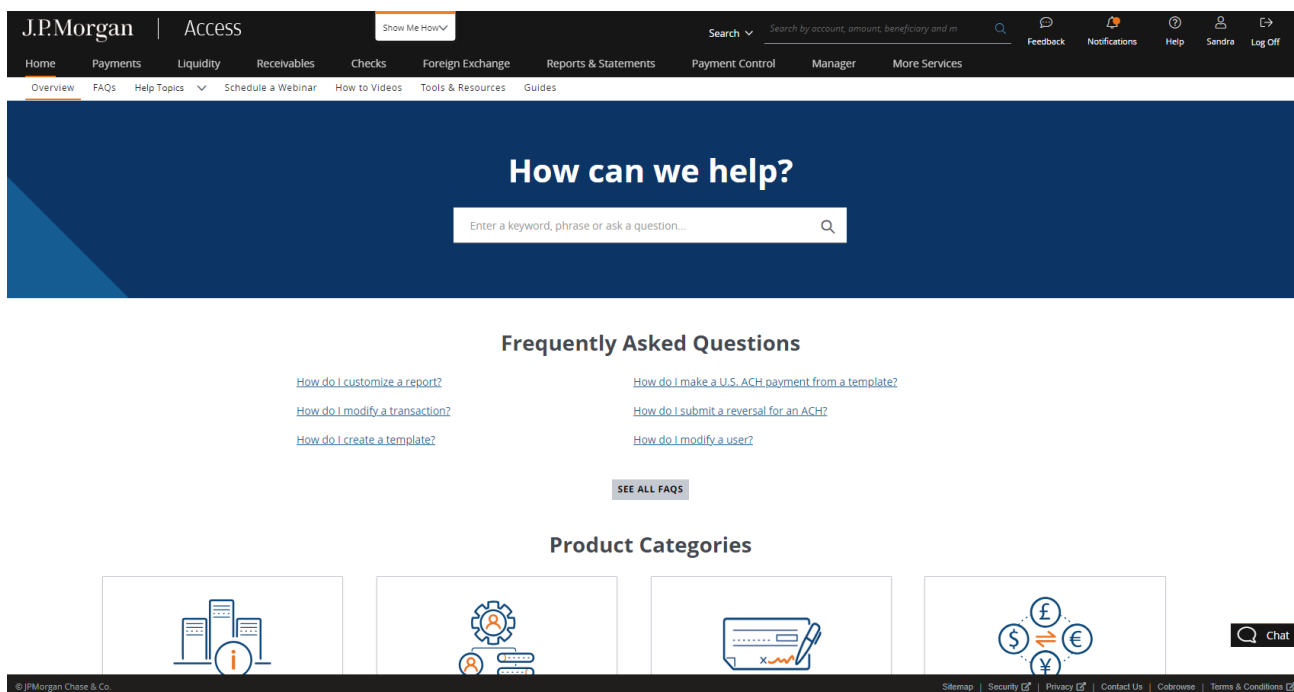


Figure 14

Online education

J.P.Morgan | Access

Show Me How

Search

Search by account, amount, beneficiary and m

Feedback

Notifications

Help

Sandra

Log Off

Home

Payments

Liquidity

Receivables

Checks

Foreign Exchange

Reports & Statements

Payment Control

Manager

More Services

Overview

FAQs

Help Topics

Schedule a Webinar

How to Videos

Tools & Resources

Guides

Help Center

Schedule a Webinar

Schedule a Webinar

Explore our interactive webinars to get an overview of our products. Each recorded session is 30 to 60 minutes and has a question-answer format. In addition to our webinars, you can schedule a one-on-one supplemental training with our Access specialist. For more details, Contact our Access client specialist at (1)866-619-3055, Monday-Friday/ 8:00-7:00 pm EST.

Webinar List Component

Filter By

All

Checks

Simplify your daily disbursement activities. Learn how to execute and monitor your checks transactions at any time online.

REGISTER

Multiple Dates Available

60 Minutes

English

Receivables Online

Make informed business decisions quickly. This session is designed to help you streamline your access to payment information and images received in your lockboxes. Experience easy navigation, advanced queries, payment alerts, a long-term archive of data—and more with Receivables Online.

REGISTER

Multiple Dates Available

60 Minutes

English

Statements

Learn how easy it is to review, manage, print and download your statements. This training includes: viewing statements and images, managing your statements, inbox and list—and printing, downloading and exporting statements.

Multiple Dates Available

© JPMorgan Chase & Co.

Sitemap | Security | Privacy | Contact Us | Colobrowse | Terms & Conditions

Figure 15

F. Does the company provide personnel resources for the initial and ongoing training program? Is the training provided in-house, or is it outsourced?

Yes. We will provide in-house personnel resources for training.

G. Provide the standard hours of operation.

Standard hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m. ET.

H. How many training days are provided? Is there an additional cost for additional training meetings?

Training is provided to the City as needed with no additional cost.

TAB G – New Services and Ideas

A. Describe any new services or ideas that will enhance the City’s use of banking services.

Our particular expertise lies in adapting and aligning our vast breadth of solutions to the specific operating requirements and environments of our clients. We accomplish this by **listening** to our clients and **developing an understanding** of their operating environments. We then construct a solution that not only meets our clients’ existing operational needs, but also challenges them to consider additional operational improvements. It is our intent to bring this same approach to the City as we endeavor to strengthen and grow our relationship. The services below are proposed to augment and complement the requirements included in the RFP. Each of these services is incremental to the solutions presented in the body of our response. Pricing for these services will be provided upon request.

Value-added optional product and services

- Account Validation Service (AVS)
- Check print
- PaymentWorks
- Digital Bill Payment
- ACH eLockbox

Account Validation Services (AVS)

As reliance on electronic payments continues to grow, so does the need to validate and authenticate payment data. Our industry-leading Account Validation Service (AVS) allows you to originate payments with confidence, combatting fraudsters and reducing risk. AVS is a routing engine and service offering for validating counterparty payee information using the bank’s and Early Warning Services (EWS) databases. Using data provided by you, the service verifies the status and/or ownership of a U.S. demand deposit account (DDA).

AVS offers:

- **Account Verification:** Uses bank routing and account number to provide real-time account status for consumer and business accounts
- **Owner Authentication:** Confirms customer and business identities and enables clients to confirm account owner or authorized user

Account Verification and Owner Authentication are not required to be done together.

AVS for the U.S. government

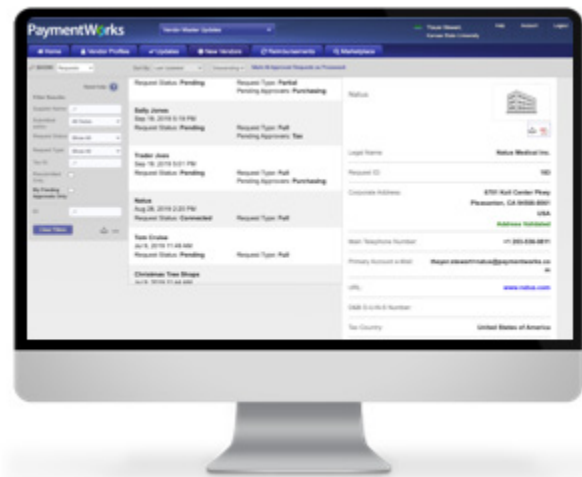
In 2023, the **United States Treasury Department selected J.P. Morgan to provide Account Validation Services** to federal government agencies after a competitive selection process. Using our advanced technology, we will verify critical payment information for the U.S. government before payments are issued.

Check print

We offer check print services for the City to outsource this function and leverage the bank's economies of scale and fraud protection. Let us help you lower operating costs and reduce risks associated with printing checks or remittances in-house with our comprehensive check print services. For nearly 30 years, we have helped clients benefit from outsourcing the check print function. Through significant infrastructure and technology investments in our U.S. printing facilities, we offer a low-cost, high-quality printing solution that is designed specifically for you and can be adapted as your needs change.

PaymentWorks

PaymentWorks is a platform that mitigates the risk of business payments fraud, reduces cost and automates the payee management process. Using PaymentWorks, your suppliers follow a simple registration process that includes self-selecting one of the payment methods you choose to offer (virtual card, ACH, check), which is then passed back to **Tyler MUNIS**. Your suppliers also use this self-service portal to update their payment information securely and monitor the status of their invoices.



PaymentWorks' digital supplier onboarding includes payment security monitoring and a supplier self-service portal all in one. Once you implement the PaymentWorks platform as part of your supplier onboarding and payments workflow, the City will no longer need to manually update supplier payment information for any of your suppliers—new and existing. PaymentWorks also verifies that each electronic ACH payment you disburse ties to a validated vendor and shifts the payment liability away from the City to cover domestic ACH fraud with indemnification of \$2 million per occurrence. With PaymentWorks' robust supplier identity verification tools, the City will have more secure, compliant and optimized business payments.⁽¹⁾ *For the avoidance of doubt, J.P. Morgan and any third parties listed on this page have not entered into a legal partnership to provide the services described above. Third party trademarks, brand names, and descriptions of products and services that appear on this page are provided by the respective third party. J.P. Morgan is not liable or responsible for such trademarks, brand names, descriptions of products, companies and or services.*

Digital Bill Payment (DBP)

Your constituents expect modern methods to view and pay their bills. J.P. Morgan has joined with Paymentus to offer a market-leading, paperless electronic bill presentment and payment solution. Through our collaborative relationship, we offer your customers a **seamless** and **fast payment experience**.

Our relationship with Paymentus, the industry-leading eBilling and payment solutions provider, unites innovative technology with the security and confidence of a world-class treasury and merchant services bank.

The resulting solution, Digital Bill Payment, meets your needs for a simplified, secure and customizable experience. It gives your constituents the ability to pay when, where and how they want. Digital Bill Payment provides a single, integrated solution for web, mobile, interactive voice response (IVR) and in-person payments and more. Your constituents can easily view invoices electronically through an online portal and pay a single invoice or multiple invoices with eCheck, credit or debit card, digital wallets and in-person cash payments.

ACH eLockbox

We offer you an electronic payment consolidation service to help you save time, improve productivity and reduce costs through consolidation of electronic payments received from multiple sources into a single deposit, quickly crediting your account on the morning of the next business day after receipt of payments, convenient posting to your back-office system because our Transaction Repair service allows you to review and repair exception items online and streamlined single accounts receivable data file that's uploaded into your back-office system.

B. Provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.

J.P. Morgan focuses on building quality businesses by establishing strong relationships with our clients, providing excellent products, constantly innovating, advancing systems and training dedicated employees who care about our clients. It means building consistently, and being trusted and respected by the bank's clients in all the communities where we do business.

- **Investing in the future:** Our capital strength allows us to invest in technology to meet clients' changing needs. We continue to invest in enhancing our cash management and treasury liquidity capabilities, expanding our global footprint and focusing on technology solutions. The firm continually looks to technology to enrich the solutions we provide, as well as reduce processing costs and increase operating efficiency. While explicit research and development costs are not disclosed, we continue to reinvest significant sums into technology across the firm. To underscore the firm's overall commitment, this year's technology budget is **\$17 billion**.
- **Cybersecurity:** Protecting against cybersecurity threats is a 24/7 operation. It's not a question of if an organization will be hit, but when it will happen. Awareness and education remain crucial steps to help protect against fraud as cybercriminals target organizations both large and small throughout the world. By reviewing and testing your organization's resiliency and recovery plans before an actual cyberattack occurs, your organization can be better prepared to manage responses to employees and the public.
- **Business resiliency:** We have a formal business resiliency program that has been approved by management and communicated and review the program. Key elements include: providing continuity of client and customer services while management on the program, strategy, leadership and oversight; managing resiliency risks proactively to and maintaining resiliency plans based on impact analysis and criticality; Helping employees understand their exercises across critical functions and locations.
- **J.P. Morgan Payments Insights app:** We also offer our J.P. Morgan Payments Insights app, which provides timely and relevant payments news and thought leadership. The J.P. Morgan Payments Insights app makes it easy for treasury, payments, marketing and technology professionals to discover the latest digital and connected commerce insights from our experts.

Current and future app features

Client Stories	Solution Insights	Event Insights
News	Videos	Podcasts

Download today

Search for J.P. Morgan Payments Insights in the Apple and Android app stores and download today.



APPLE

Scan with your phone or ctrl + click the QR code to download from the Apple Store



ANDROID

Scan with your phone or ctrl + click the QR code to download from Google Play

TAB H – References

- A. Provide at least five references (municipality references, if possible) including client name, contact person, address, phone number, services provided, and the length of time your bank has worked for the organization. Note which references have experience integrating with the Tyler MUNIS Financial Systems Management software.

City of Miami Beach			
Contact Name, Title	Vyomie Greene, Assistant Finance Director		
Address	1700 Convention Center Drive, Miami Beach, FL 33139		
Phone	(305) 673- 7000 ext. 26280	Email	vymoiegreene@miamibeachfl.gov
Services provided	Full treasury services and purchasing card		
Length of time services provided	1 year		

Pasco County Clerk			
Contact Name, Title	Matt Lazar, Deputy Clerk		
Address	38053 Live Oak Avenue, Dade City, FL 33523		
Phone	(352) 518-4092	Email	mlazar@pascoclerk.com
Services provided	Full treasury services and purchasing card		
Length of time services provided	6 years		

Pasco County Schools			
Contact Name, Title	Tammy Taylor, Chief Financial Officer		
Address	7227 Land O'Lakes, FL 34638		
Phone	(813) 794-2271	Email	tataylor@pasco.k12.fl.us
Services provided	Full treasury services, purchasing card, virtual card and Merchant Services		
Length of time services provided	11 years		

City of Roswell

Contact Name, Title	Lacy Smith-Castillo, Accounts Payable and Revenue Manager		
Address	38 Hill Street, Suite 130, Roswell, GA 30075		
Phone	(770) 594-6255	Email	lsmith-castillo@roswellgov.com
Services provided	Full treasury services, purchasing card, virtual card, lockbox and eLockbox		
Length of time services provided	8 years		

New Castle County, Delaware

Contact Name, Title	Stephanie Scola, Director of Cash Management		
Address	87 Reads Way, New Castle, DE 19720		
Phone	(302) 395-5153	Email	stephanie.scola@newcastlede.gov
Services provided	Full treasury services, purchasing card, virtual card, remote deposit capture, image cash letter		
Length of time services provided	10 months		

B. Please include one reference for a new client that implemented your services in the past 12 months.**Hillsborough County Tax Collector**

Contact Name, Title	Justyna Swiebocki, Director of Accounting and Finance		
Address	601 East Kennedy Blvd., County Center 14 th Floor, Tampa, FL 33602		
Phone	(813) 635-5284	Email	sweibockij@hillstax.org
Length of time services provided	October 2023		

City of Tallahassee

Contact Name, Title	Jason Buchholz, Finance Director		
Address	300 South Adams Street, Tallahassee, FL 32301		
Phone	(850) 891-8082	Email	Jason.buchholz@talgov.com
Length of time services provided	June 2024		

TAB I – Sample Contract

- A. Provide a sample of the proposed contract for banking services. In addition, provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.**

Please keep in mind that J.P. Morgan also requires execution of all applicable account opening documents, as well as all relevant product and service agreements. As part of our efforts to manage our environmental footprint in an efficient and sustainable manner, sample documents are provided through the appendices below. Please note the sample documents are provided for the City's reference only to review as part of its evaluation of this proposal and these documents may be modified by J.P. Morgan from time to time. As such, the sample documents are not intended to be marked up or redlined.

- Sample account opening documents are provided in the Nextcloud portal named J.P. Morgan Account Opening Package – City of Clermont RFP 25-003.
- Sample product and service terms and agreements are provided in the Nextcloud portal named J.P. Morgan Consolidated Service Terms – City of Clermont RFP 25-003.

The sample documents cover the comprehensive set of products and services that may be offered to our Commercial Banking clients in general, and the standard package may include terms for products and services that are not within the scope of services currently proposed to the City. At the time of your implementation, and based on the specific services you elect to use, you will receive the applicable agreements to be executed from your implementation project manager.

- B. It is the City's intent to incorporate the Request for Proposal and the respondent's proposal as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the City and explain why.**

J.P. Morgan has received Request for Proposal for Bank Depository Services (the "**Solicitation**"), issued by the City of Clermont ("**Issuer**") and is submitting its proposal or requested information in response (the "**Response**"), which outlines its product and service capabilities and/or pricing as requested in the Solicitation. The Solicitation includes requests that the bidder/proposer provide certain certifications or sworn statements (collectively "**Certifications**") and/or specific comments to or modifications of included standard terms and conditions, sample agreements, incorporated procurement rules, laws, and the like referenced in the Solicitation (collectively, "**Issuer's Standard Terms**"). In addition, the Solicitation may indicate that any response provided by bidders/proposers constitutes an acceptance of all Issuer's Standard Terms and concurrence with Certifications, unless expressly modified or objected to within the response.

J.P. Morgan has robust internal procedures under which Certifications and Issuer's Standard Terms are thoroughly reviewed and vetted, from a legal, business, and factual perspective prior to entering any agreement or offer that confirms the accuracy of Certifications (if any) and/or agreement to Issuer's Standard Terms. Except for those Certifications that we have specifically included within our Response, ("**Express Certifications**"), we have not invoked our internal review process in connection with any other Certifications or Issuer's Standard Terms that may be included within this Solicitation and, accordingly our Response should not be construed as and does not constitute any express or inferred acceptance of the other Certifications and/or Issuer's

Standard Terms. Rather, in lieu of any agreement to Issuer's Standard Terms or attestation of matters contained within the Certifications, we have enclosed within the Response our standard Account Terms, Addendum to Account Terms, United States of America, Consolidated Service Terms, and other documents that may be required by us from time to time to provide products or services to you ("Account and Service Terms"). The current Account and Service Terms applicable to the services and types of accounts that are the subject of the Solicitation are included in the Nextcloud portal named J.P. Morgan Consolidated Service Terms – City of Clermont RFP 25-003. These are provided in addition to the other components of our Response, relative to product/service descriptions and pricing.

If we are awarded the business referenced in the Solicitation, or conditionally awarded the business, subject to agreement between us as to terms and conditions under which the services are to be performed and the certifications to be provided by J.P. Morgan, we will discuss modifications to these Account and Service Terms and incorporation of specific Certifications, where appropriate, to try to meet your needs and specific legal requirements applicable to you. These will be incorporated within a mutually agreeable contract between us. Please keep in mind, however, that J.P. Morgan's policies do not allow for:

- The provision of unlimited indemnities;
- Conveyance of intellectual property rights;
- Acceptance of liability except to the extent caused by our breach of contract, negligence, or willful misconduct;
- Acceptance of consequential, incidental, or special damages;
- Liquidated damages;
- Agreement to miscellaneous laws, regulations, ordinances, codes, etc. that do not on their face apply to J.P. Morgan as provider of the services that are the subject of the Solicitation; or
- Deviations from the insurance coverage J.P. Morgan carries

Except as modified by our negotiations following notification of award or conditional award of the business referenced in the Solicitation and set forth in the final agreement between us, we anticipate that the Account and Service Terms, as applicable to services and accounts contemplated by the Solicitation will be incorporated within such final agreement. Other than those matters that are expressly affirmed in the Express Certifications contained in our Response, any Certifications and/or Issuer Standard Terms that the Solicitation may otherwise impute to any bidder/proposer submitting a response thereto, are not incorporated into, and may not be inferred, as a result of this Response.

Know Your Customer (KYC)

J.P. Morgan is required to know its customer and to adhere to policies and procedures intended to meet those regulatory requirements that apply to safety and soundness and to fight against the funding of terrorism, money laundering and sanction related activities including performing certain transaction screenings. This means J.P. Morgan will request information about the City and its management and those having authority to transact business with J.P. Morgan in order for J.P. Morgan to comply with its policies and procedures. This is an ongoing requirement and the provision of services pursuant to this proposal and any additional products or services that may be requested is subject to and conditioned upon the ongoing satisfaction of those policies and procedures and compliance by the City with applicable law with respect to the services provided and J.P. Morgan's policies of which the City is informed.

Exceptions to the Account and Service Terms and Conditions

J.P. Morgan has identified below the requirements, terms or conditions that we respectfully request be modified in accordance with our recommended revisions. We are willing to discuss mutually agreeable modifications to the contract terms. The proposed changes are indicated by comments in plain gray font, additions in ***italic, underlined, black bold text*** and deletions by ~~strike through, red text~~.

2.8. Insurance Requirements

The selected respondent(s) must provide proof of insurance when responding to this solicitation using a standard Accord form, showing no less than the amounts indicated below. If an Accord form cannot be provided, a signed letter from the insurance company agency, on its letterhead, must be provided stating current insurance as described below or that can receive the required insurance coverage. The selected respondent(s) must provide proof of insurance within five (5) business days of request.

All suppliers performing work on City property or public right-of-way must provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents must provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy. Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

A. **Commercial** General Liability with limits of liability of \$1,000,000 per occurrence for bodily injury property damage to include Premises/Operations, Products, Completed Operations, and Contractual Liability. ~~Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section 6.35 of the Terms and Conditions).~~

Liability coverage cannot include indemnity language.

B. **Business** Automobile Liability of \$1,000,000 ~~Each Occurrence~~ **combined single limit** – owned/non-owned/hired automobiles included.

C. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida Chapter 440 F.S. (\$1,000,000 for Each Accident and \$1,000,000 Disease-Each Employee with \$1,000,000 Disease-Policy Limit).

D. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.

E. **Respondent shall endeavor to send notice if limits fall below the minimum requirements of this agreement** ~~Thirty (30) days written cancellation notice is required.~~

F. The City of Clermont must be ~~named~~ **included** as an Additional Insured **as it pertains to this agreement** with regard to General Liability policies, and it must be stated on the certificate.

G. The certificate must include this solicitation number and title.

H. The certificate holder must be:

- o CITY OF CLERMONT

- o 685 W. Montrose Street

- o Clermont, FL 34711

7.35. Liability, Insurance, Licenses, and Permits

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials and perform work or services as a result of an award, the successful respondent(s) will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. The successful respondent will obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A, "Insurance Requirements." Insurance must be maintained with insurers licensed **or permitted** to sell insurance in Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best's insurance guide. Successful respondent(s) must name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company agrees and endorses the policies to state that the City will not be liable for paying any premiums or assessments. The successful respondent's failure to procure or maintain the required insurance program will constitute a material breach of agreement under which the City may immediately terminate the award or contract.

All work performed must comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent will be liable for any damages or loss to the City occasioned by the negligence of the respondent, agent, or any person the respondent has designated to complete the contract as a result of this solicitation.

Online portal disclosures

4.6.2. Type of Business*

JPMorgan Chase Bank, N.A. is a national banking association.

TAB J – Cost of Services

A. For how long will the bank guarantee the proposed fees for Banking Services?

If J.P. Morgan is awarded the contract, all pricing and fees included in this proposal shall remain fixed for a five-year period from the start of the contract. Any extension period shall be subject to negotiation of mutually agreeable terms, pricing and fees.

B. Can fees be debited directly from the City's accounts?

Yes. Our standard method of payment is direct debit.

C. If the City chooses to use compensating balances, are there any charges that could not be paid in this way?

No. We accept compensation based on fees and/or balances, with no difference in unit prices. All services within the scope of this RFP can be paid through compensating balances.

D. Complete the Fee Schedule for all of the services described in the Section 5 "Fee Schedule" using Association of Finance Professionals (AFP) Service Codes, if possible.

Please see *Section 5 Pricing Proposal*.

***Response required**

5. Pricing Proposal

Please see the following pages for *Section 5 Pricing Proposal** for a customized price schedule and pro forma analysis for the City that includes any one-time or setup charges, research fees and all other fees that may be charged.

**A portion of this material related to the AFP Service Codes is copyrighted by the Association for Financial Professionals and has been reprinted with permission.*

5. Pricing Proposal

ACCOUNT SERVICES

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
STANDARD						
1	DISB CHECKS PAID	4,760	N/A	\$0.030	\$142.800	
2	ELECTRONIC DEBITS TRANSACTIONS	1,335	N/A	\$0.050	\$66.750	
3	COMMERCIAL DEPOSITS	231	N/A	\$0.500	\$115.500	
4	DEPOSIT ADJUSTMENT	16	N/A	\$0.000	\$0.000	INCLUDED
5	COMPOSITE GROUP	12	N/A	\$0.000	\$0.000	INCLUDED
6	CHK RETURNED ITEM OR CHARGEBACK	70	N/A	\$2.000	\$140.000	
7	ENCODED ITEMS DEPOSITED	22,678	N/A	\$0.150	\$3,401.700	\$0.15 per check deposited on Chase branch. \$0.19 per check deposited on a different bank.
8	MONTHLY MAINTENANCE	54	N/A	\$5.000	\$270.000	
9	MONTHLY MAINTENANCE	6	N/A	\$5.000	\$30.000	
10	WIRE INCOMING STRUCTED	7	N/A	\$4.000	\$28.000	
11	ACH CREDIT RECEIVED	4,611	N/A	\$0.050	\$230.550	
12	ACH DEBIT RECEIVED	345	N/A	\$0.050	\$17.250	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
13	ACH DEBIT RECEIVED	93	N/A	\$0.050	\$4.650	
14	ACH ADDENDA RECEIVED	3,661	N/A	\$0.000	\$0.000	INCLUDED
15	DEPOSIT ADMINISTRATION FEE	283,769	N/A	\$0.000	\$0.000	NOT AVAILABLE - BBC will be waived for the length of the contract.
16	DEPOSIT ADMINISTRATION FEE	186,210	N/A	\$0.000	\$0.000	NOT AVAILABLE - BBC will be waived for the length of the contract.
ZBA						
17	ZBA PARENT ACCOUNT	12	N/A	\$15.000	\$180.000	
18	ZBA SUB-ACCOUNT	30	N/A	\$10.000	\$300.000	
19	ZBA SUB-ACCOUNT	6	N/A	\$10.000	\$60.000	
20	ZBA NOTIONAL BALANCE STATEMENT	24	N/A	\$0.000	\$0.000	INCLUDED
21	ZBA MULTI-TIER	12	N/A	\$0.000	\$0.000	NOT AVAILABLE
ACH POSITIVE PAY						
22	ACH POSITIVE PAY FILTER SETUP	4	N/A	\$0.000	\$0.000	INCLUDED
23	ACH POSITIVE PAY FILTER	48	N/A	\$0.000	\$0.000	INCLUDED
24	ACH POSITIVE PAY MO MAINT	48	N/A	\$10.000	\$480.000	
25	ACH POSITIVE PAY PAID ITEM	347	N/A	\$0.500	\$173.500	
26	ACH POSITIVE PAY RETURN	10	N/A	\$0.000	\$0.000	INCLUDED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
TOTAL = \$5,640.70						

ACH

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
ACH STANDARD						
27	ACH DELETION	3	N/A	\$3.000	\$9.000	
28	ACH UNWORKED NOC	4	N/A	\$0.000	\$0.000	NOT AVAILABLE
29	ACH RETURNED TRANSACTION	802	N/A	\$1.000	\$802.000	
30	ACH NOTIFICATION OF CHANGE	30	N/A	\$1.000	\$30.000	
31	ACH UNAUTHORIZED DEBIT RETURNS	2	N/A	\$4.500	\$9.000	Passthrough charge
ACH ORIGINATED - DIRECT SEND						
32	ACH DIRECT SEND MONTHLY MAINT	24	N/A	\$10.000	\$240.000	
33	ACH DIRECT SEND ORIGINATED CR	12,899	N/A	\$0.030	\$386.970	
34	ACH DIRECT SEND ORIGINATED DR	72,203	N/A	\$0.030	\$2,166.090	
35	ACH DIRECT SEND FILE PROCESS	152	N/A	\$5.000	\$760.000	
ACH ORIGINATED - ONLINE						
36	ONLINE ACH MONTHLY FEE	12	N/A	\$15.000	\$180.000	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
REPORTING SERVICES						
37	ACH RETURN/NOC RPT VIA WEB	36	N/A	\$0.000	\$0.000	INCLUDED
TOTAL = \$4,583.06						

CASHIERING

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
NETWORK VAULT						
38	CASH VLT NTKW MONTHLY BASE CHARGE	31	N/A	\$0.000	\$0.000	INCLUDED
39	CASH VLT NTKW MONTHLY BASE CHARGE	29	N/A	\$0.000	\$0.000	INCLUDED
40	CASH VLT NTKW DEPOSIT	104	N/A	\$1.750	\$182.000	
41	CASH VLT NTKW DEPOSIT NOTES NON-	256	N/A	\$0.000	\$0.000	NOT AVAILABLE
42	CASH VLT NTKW ORDER ROLL	8	N/A	\$0.060	\$0.480	
43	CASH VLT NTKW ORDER	38	N/A	\$4.000	\$152.000	
44	CASH VLT NTKW ORDER STRAP	6	N/A	\$0.300	\$1.800	
45	CASH VLT NTKW DEPOSIT ADJUSTMENT	13	N/A	\$1.500	\$19.500	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
46	CASH VLT NTWK ORDER STRAPS PARTI	1,703	N/A	\$0.030	\$51.090	
47	CASH VLT NTWK DEPOSIT COIN LOOSE	102	N/A	\$5.000	\$510.000	J.P. Morgan charges for Coin Deposits either per coin roll or per deposit bag.
48	CASH VLT NTWK DEPOSIT CURRENCY	3,752	N/A	\$0.008	\$30.016	J.P. Morgan charges vault deposits per \$1,000 deposited. The City's actual charge will be \$0.80 per \$1,000.
49	CASH VLT NTWK CHECK IMAGING	7	N/A	\$0.000	\$0.000	
BANKING CENTER CASH ORDERS						
50	BKG CNTR ORDER	8	N/A	\$2.500	\$20.000	
51	BKG CNTR ORDER NOTES STRAP	13	N/A	\$0.500	\$6.500	
52	BKG CNTR ORDER NOTES LOOSE	287	N/A	\$0.000	\$0.000	NOT AVAILABLE - J.P. Morgan charges cash ordering at the branch per strap, not per note.
TOTAL = \$973.39						

CHECK CLEARING

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
RETURNS - STANDARD						
53	RETURNED ITEM SPECIAL INSTRUCTIO	24	N/A	\$1.000	\$24.000	
54	RETURNS MGMT MODULE	24	N/A	\$0.000	\$0.000	NOT AVAILABLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
55	RETURNED ITEMS PER IMAGE	140	N/A	\$0.500	\$70.000	
56	FTD DATA EXCHANGE	12	N/A	\$0.000	\$0.000	NOT AVAILABLE
TOTAL = \$94.00						

DISBURSEMENTS

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
ARP / POSITIVE PAY						
57	ARP MONTHLY BASE CHARGE	24	N/A	\$60.000	\$1,440.000	
58	ARP CHECKS PAID	4,786	N/A	\$0.02	\$95.720	
59	ARP CHECKS ISSUED	4,894	N/A	\$0.040	\$195.760	
60	ARP PAID ITEM TRANSMISSION	4,786	N/A	\$0.020	\$95.720	
61	ARP PAID NO ISSUE	16	N/A	\$0.000	\$0.000	INCLUDED
62	CHECK MANAGEMENT	36	N/A	\$0.000	\$0.000	INCLUDED
63	POSITIVE PAY MONTHLY BASE CHARGE	24	N/A	\$0.000	\$0.000	INCLUDED
64	BANK MAINTAIN POS PAY EXCPTN	43	N/A	\$1.000	\$43.000	
65	ARP ISSUE CANCEL	29	N/A	\$0.000	\$0.000	INCLUDED

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
66	ARP RETURN ITEM	24	N/A	\$5.000	\$120.000	
CHECK BLOCK						
67	CHECK BLOCK MONTHLY BASE FEE	12	N/A	\$0.000	\$0.000	INCLUDED
TOTAL = \$1,990.20						

ELECTRONIC DEPOSIT EDM

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
EDM						
68	MONTHLY SERVICE FEE	132	N/A	\$0.000	\$0.000	INCLUDED
69	EDM DEPOSIT	1,647	N/A	\$0.500	\$823.500	
70	EDM DEPOSITED ITEM	7,245	N/A	\$0.060	\$434.700	
71	EDM BEFORE 4:00 PM EST	1,426	N/A	\$0.060	\$85.560	
72	EDM AFTER 4:00 PM EST	18,276	N/A	\$0.060	\$1,096.560	
73	EDM ON-US CLEARING	425	N/A	\$0.060	\$25.500	
74	EDM SUBSTITUTE CHECK CLEARING	21	N/A	\$0.060	\$1.260	
75	EDM IMAGE EXCHANGE CLEARING	19,253	N/A	\$0.060	\$1,155.180	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
76	EDM DELETION OF DUPLICATE ITEM	1	N/A	\$0.000	\$0.000	INCLUDED
SCANNER						
77	EDM MEDIUM VOLUME SCANNER MONTHL	12	N/A	\$0.000	\$0.000	NOT AVAILABLE – J.P. Morgan does not charge a monthly fee for a scanner. It will be a one-time charge.
TOTAL = \$3,622.26						

IMAGE SERVICES

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
PAID CHECK IMAGING						
78	CHECK IMAGING PER ACCOUNT	36	N/A	\$5.000	\$180.000	
79	CHECK IMAGING PER ITEM	4,825	N/A	\$0.030	\$144.750	
80	ONLINE IMAGE RETRIEVAL BASE	36	N/A	\$0.000	\$0.000	INCLUDED
81	ONLINE RETRIEVAL PER IMAGE	57	N/A	\$0.500	\$28.500	
TOTAL = \$353.25						

INFO REPORTING

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
AMP - PRIOR DAY REPORTING						

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
82	ONLINE STOP PAYMENT	21	N/A	\$5.000	\$105.000	
PORTAL - STANDARD						
83	ONLINE WIRE MODULE	12	N/A	\$0.000	\$0.000	INCLUDED
84	ONLINE ACH MODULE	12	N/A	\$0.000	\$0.000	INCLUDED
BAI PRIOR DAY						
85	BAI PRIOR DAY RPTG MTHLY BASE	6	N/A	\$0.000	\$0.000	INCLUDED
86	BAI PRIOR DAY PER ACCT	30	N/A	\$25.000	\$750.000	
87	BAI PRIOR DAY RPTG DETAILFIELD	9,792	N/A	\$0.050	\$489.600	
88	BAI PRIOR DAY 88 FIELD	1,866	N/A	\$0.100	\$186.600	
PORTAL - PRIOR DAY						
89	ONLINE PRIOR DAY BASE	12	N/A	\$30.000	\$360.000	
90	ONLINE PRIOR DAY ACCOUNT	60	N/A	\$15.000	\$900.000	
91	ONLINE PRIOR DAY DETAIL	11,338	N/A	\$0.060	\$680.280	
92	ONLINE PRIOR DAY DETAIL	5,144	N/A	\$0.060	\$308.640	
93	ONLINE STOP PAYMENT BASE FEE	12	N/A	\$0.000	\$0.000	INCLUDED
PORTAL - INTRA DAY						

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
94	ONLINE INTRADAY BASE	12	N/A	\$0.000	\$0.000	INCLUDED
95	ONLINE INTRADAY PER ACCOUNT	36	N/A	\$0.000	\$0.000	INCLUDED
96	ONLINE INTRADAY PER ACCOUNT	12	N/A	\$0.000	\$0.000	INCLUDED
97	ONLINE INTRADAY DETAIL	3,406	N/A	\$0.000	\$0.000	INCLUDED
98	ONLINE INTRADAY DETAIL	2,639	N/A	\$0.000	\$0.000	INCLUDED
TOTAL = \$3,780.12						

REMOTE CURRENCY MANAGER

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
RCM						
99	CPS 1000 RENTAL	12	N/A	\$0.000	\$0.000	NOT AVAILABLE
RECYCLER						
100	CPS 1000 EVERY OTHER WEEK - T	36	N/A	\$0.000	\$0.000	NOT AVAILABLE
RCM - STANDARD						
101	EXCESS PREMISE TIME	12	N/A	\$0.000	\$0.000	NOT AVAILABLE
102	ANCILLARY CHARGES	12	N/A	\$0.000	\$0.000	NOT AVAILABLE
103	CPS 2000 RENTAL - T	12	N/A	\$0.000	\$0.000	NOT AVAILABLE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
TOTAL = \$0.00						

RETAIL LOCKBOX

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
104	RLBX USPS MAINTENANCE FEE	3	N/A	\$0.000	\$0.000	INCLUDED
105	RLBX MONTHLY MAINTENANCE	12	N/A	\$50.000	\$600.000	
106	RLBX TRANSMISSION	142	N/A	\$0.000	\$0.000	NOT AVAILABLE – J.P. Morgan charges transmission per item.
107	RLBX PER IMAGE	46,189	N/A	\$0.020	\$923.780	
108	RLBX ELECTRONIC PER ITEM	42,984	N/A	\$0.050	\$2,149.200	
109	RLBX ELECTRONIC MONTHLY MAINT	12	N/A	\$30.000	\$360.000	
110	RLBX EDM ITEMS PROCESSED	23,511	N/A	\$0.150	\$3,526.650	
ONLINE WIRE						
111	ONLINE WIRE OUTBOUND DOMESTIC	6	N/A	\$4.000	\$24.000	
OPERATIONS DEPT. INITIATED						
112	OPERATIONS WIRE OUTBOUND NREP	1	N/A	\$4.000	\$4.000	
TOTAL = \$7,587.63						

MISCELLANEOUS

If the line item price is entered as a zero, enter INCLUDED or NOT AVAILABLE under the Notes column.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Notes
LEGACY						
113	ARP ISSUES REJECTED	39	N/A	\$1.000	\$39.000	
114	PPAY E-MAIL ALERT	1,350	N/A	\$0.000	\$0.000	INCLUDED
CPS REMOTE CURRENCY MANAGER						
115	FUEL CHARGES	12	N/A	\$0.000	\$0.000	NOT AVAILABLE
TOTAL = \$39.00						

RELATED SERVICES FDIC ASSESSMENT

Line Item	Description	Unit of Measure	Unit Cost
116	REMOTE DEPOSIT CAPTURE MAINTENANCE	Per month, Per Account	\$15.000
117	RETURN NOTIFICATION – ONLINE	Per ACH Return	\$0.500
118	NOTIFICATION OF CHANGE – ONLINE	Per NOC	\$0.500
119	VAULT DEPOSIT PER \$1,000	Per \$1,000 deposited via cash vault	\$0.800
120	IMAGE STORAGE PER ITEM	Per Check Paid	\$0.020
121	RECEIVABLES MAINTENANCE – ONLINE	Per Lockbox/RDC Account, Per Month	\$15.000
122	LONG TERM STORAGE – CHECK	Per Lockbox/RDC Check Deposited	\$0.010
123	SNLB OCR DOCUMENT	Per OCR document	\$0.020
124	LOCKBOX CHECK CLEARING	Per Check Deposited	\$0.100
125	LOCKBOX CHECK MICR CAPTURE	Per Check Deposited	\$0.020
126	LOCKBOX DEPOSIT PREPARATION	Per Lockbox Deposit	\$1.000

Pro Forma Analysis



City of Clermont

The Pro Forma listed below is a comprehensive description of services that the City of Clermont may use throughout the contract, including service code, service description, AFP code, and unit price for all products/services to be included in the contract.

Service Description	AFP	Unit Price
ACCOUNT SERVICES		
1005 - ACCOUNT MAINTENANCE	010000	\$5.0000
1006 - ACCT MAINT-INT	010010	\$10.0000
1008 - ACCT MAINT-INT ADJ BAL	010010	\$25.0000
1014 - ACCOUNT STATEMENT - PAPER	010310	\$25.0000
1076 - AUDIT CONFIRMATIONS - (1)	010630	\$150.0000
1756 - ONLINE AUDIT CONFIRMATIONS - (1)	010630	\$25.0000
2315 - OD INTRADAY ITEM RETURNED	150340	\$15.0000
3499 - POST NO CHECKS MAINTENANCE	1500ZZ	\$0.0000
7640 - CREDIT POSTED- ELECTRONIC	010101	\$0.0500
7641 - DEBIT POSTED - ELECTRONIC	010100	\$0.0500
AUTOMATED CLEARING HOUSE		
2237 - TRANS REVIEW MAINTENANCE	250000	\$10.0000
2239 - TRANS REVIEW REJECT - MANUAL	250302	\$3.0000
2695 - ACH MAINTENANCE	250000	\$10.0000
2700 - CREDIT ORIGINATED	250101	\$0.0300
2705 - DEBIT ORIGINATED	250100	\$0.0300
2710 - DELETION / REVERSAL - MANUAL	250620	\$10.0000
2716 - CREDIT RECEIVED	250201	\$0.0500
2717 - DEBIT RECEIVED	250200	\$0.0500
2720 - RETURN ITEM	250302	\$1.0000
2722 - NOTIFICATION OF CHANGE	251070	\$1.0000
2729 - RETURN NOTIFICATION - ONLINE	250400	\$0.5000
2730 - NOTIF OF CHANGE - ONLINE	250400	\$0.5000
2732 - ELOCKBOX FILE PROCESSING	250501	\$5.0000
2740 - RETURN ITEM REDEPOSIT	250310	\$2.5000
2742 - CREDIT ORIGINATED - JPM ACCESS	250101	\$0.0300
2744 - DEBIT ORIGINATED - JPM ACCESS	250100	\$0.0300
2746 - JPM ACCESS ACH MAINTENANCE	250000	\$15.0000
2751 - ELOCKBOX RETURN - ELECTRONIC	250302	\$1.5000
2752 - ELOCKBOX NOC - ELECTRONIC	251070	\$1.5000
2753 - DELETION / REVERSAL - ELEC	250620	\$3.0000
2765 - ACH BATCH/FILE PROCESSED	250501	\$5.0000
2796 - ADDENDA RECORD ORIGINATED	250120	\$0.0100
2809 - NOTIF OF CHANGE - EMAIL	251070	\$0.5000
2810 - RETURN NOTIFICATION - EMAIL	250400	\$0.5000

2814 - NOTIF OF CHANGE - TRANSM	251070	\$0.5000
2818 - RETURN NOTIFICATION - TRANSM	250400	\$0.5000
2845 - UPIC (ACH) PER ITEM CHARGE	050300	\$0.1000
2860 - TRANSACTION BLOCK MAINTENANCE	251050	\$5.0000
2861 - ACH TRANS BLOCK AUTHORIZED ID	251051	\$0.5000
5489 - ELOCKBOX MAINTENANCE	250000	\$30.0000
5490 - ELOCKBOX TRANSACTION RECEIVED	050300	\$0.0500
5493 - ELOCKBOX ADDENDA RECEIVED	250220	\$0.0200
7619 - TRANSACTION SUMMARY REPORT	250702	\$5.0000
7629 - ACH POSITIVE PAY EXCEPTION	250670	\$0.5000
8019 - ACH ORIGINATED SAME DAY CREDIT	250101	\$0.2000
8020 - ACH ORIGINATED SAME DAY DEBIT	250100	\$0.2000
8021 - ACH ONLINE SAME DAY CREDIT	250101	\$0.2000
8022 - ACH ONLINE SAME DAY DEBIT	250100	\$0.2000
8023 - ACH UNAUTHORIZED ENTRY FEE	250312	\$4.5000

BAI/SWIFT/ISO REPORTING

3653 - H2H FILES TRANSMITTED OVER 67	4004ZZ	\$5.0000
3654 - H2H FILES TRANSMIT OVER 500KB	4004ZZ	\$3.0000
6080 - H2H CURRENT DAY MONTHLY SVC	4004ZZ	\$30.0000
6085 - H2H ACCOUNTS REPORTED	4004ZZ	\$25.0000
6093 - H2H CHECK ITEMS REPORTED	400632	\$0.0500
6094 - H2H TRANS DETAIL REPORTED	400632	\$0.0500
6095 - H2H NON-CHECK ITEMS REPORTED	400632	\$0.1000

BANKING CENTER SERVICES

1306 - BRANCH CREDITS POSTED	100000	\$3.0000
1316 - BRANCH DEPOSIT-BAGGED COIN	100012	\$6.0000
1318 - BRANCH ORDER - COIN ROLL	100044	\$0.0600
1319 - BRANCH ORDER CURRENCY STRAP	10004A	\$0.5000
1320 - BRANCH DEPOSIT IN NON STD BAG	100012	\$2.0000
1333 - BRANCH ORDER PROCESSED	100040	\$2.5000
7173 - NIGHT DROP CASH VERIFICATION	100000	\$0.0020
7174 - TELLER LINE CASH VERIFICATION	100000	\$0.0040

DEPOSITORY SERVICES

501 - CHECK DEPOSITED-ON US	100220	\$0.1500
513 - CHECK DEPOSITED-TRANSIT	100224	\$0.1900
519 - IMAGE GROUP ONE	100214	\$0.0250
520 - ON-US STANDARD	100210	\$0.0250
521 - IRD PERIOD ONE	100214	\$0.0250
524 - FILE TRANSMISSION REC.- VPN - (1)	101321	\$150.0000
526 - IMAGE GROUP TWO	100214	\$0.0250
528 - IMAGE GROUP TWO - TIER 2	100214	\$0.0250
541 - REMOTE DEPOSIT CAPTURE ITEM	101310	\$0.0600
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	\$15.0000
746 - ON US PREMIUM	100210	\$0.0250
748 - ICL DEPOSIT LATE	100200	\$1.5000
751 - IMAGE GROUP ONE - PERIOD TWO	100200	\$0.0250
752 - IMAGE GROUP ONE - PERIOD THREE	100200	\$0.0250

756 - ICL DEPOSIT STANDARD	100200	\$1.0000
757 - IMAGE QUALITY SUSPECT ITEMS	100200	\$0.2000
758 - NON-CONFORMING IMAGE ITEMS	100200	\$3.0000
759 - ICL DEPOSIT EARLY	100200	\$0.5000
1400 - CREDITS POSTED	010101	\$0.5000
1435 - RETURN ITEM	100400	\$2.0000
1437 - RETURN MULTIPLE LOCATIONS	100430	\$0.5000
1438 - RETURN ALTERNATE ADDRESS	100401	\$1.0000
1439 - RETURN EXPEDITED DELIVERY	100403	\$0.6000
1446 - RETURN IMAGE	100415	\$0.5000
1448 - RETURN DETAIL REPORTING	100411	\$0.2000
1449 - RETURN SINGLE ITEM ADVICE	100401	\$0.5000
1450 - RETURN ITEM REDEPOSIT	100402	\$3.0000
1452 - RETURN - EMAIL NOTIFICATION	100415	\$1.0000
1455 - RETURN MAKER NAME	100430	\$0.5000

DISBURSEMENT SERVICES

1321 - CHECK CASHING NON-ACCT HOLDER	150501	\$0.0000
2205 - CONTROLLED DISB ACCT MAINT	150000	\$30.0000
2210 - CONTROLLED DISB CHECK POSTED	150110	\$0.0800
2320 - STOP PAYMENT - MANUAL	150420	\$15.0000
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	\$3.0000
2370 - CHECK / DEBIT POSTED	010100	\$0.0300
3377 - IMAGE TRANSMISSION PER ITEM	151351	\$0.0200
3378 - IMAGE TRANSMISSION PER TRANS	151354	\$25.0000
3495 - IMAGE STORAGE PER ITEM	151351	\$0.0200
5234 - CONTROLLED DISB FUNDING	010112	\$0.5000
6618 - CHECK INQUIRY MAINTENANCE	150400	\$5.0000
6621 - IMAGING MAINTENANCE	151350	\$0.0000
6625 - EXCEPTION NOTIFICATION - ACCT	150030	\$1.0000
6626 - EXTENDED REPORT RETENTION	400800	\$0.0000
6634 - EXTENDED PAID CHK DATA STORAGE	400800	\$0.0300
6639 - STOP PAYMENT - ELECTRONIC	150410	\$5.0000
6640 - IMAGE RETENTION EXT PER ITEM	151351	\$0.0300
6641 - DATA DOWNLOAD	200306	\$10.0000
6644 - ISSUE INPUT UPLOAD	200201	\$0.5000
6645 - IMAGE RETRIEVAL PER RETRIEVE	151352	\$0.5000

HOST TO HOST

4229 - EDI 821 PAID ITEM	300500	\$0.0100
--------------------------	--------	----------

INT REC & PAY - COLLECT

6158 - REMOTE LOCKBOX CAPTURE MAINT	101300	\$50.0000
6159 - REMOTE LOCKBOX CAPTURE ITEM	101320	\$0.1500

INT REC & PAY - REPORT

6179 - RECEIVABLES MAINT - ONLINE	050005	\$15.0000
6187 - LONG TERM STORAGE - CHECK	050620	\$0.0100
6188 - LONG TERM STORAGE - DOCUMENT	050620	\$0.0200
6191 - ALERTS - PER ALERT	011021	\$0.5000

6198 - RECEIVABLES MAIN - REPORTS	05031Z	\$10.0000
6280 - RECEIVABLES MAINT - RETURNS	100416	\$15.0000
6844 - RECEIVABLES PRESENTMENT MAINT	409999	\$50.0000
6846 - LONG TERM STORAGE - PAYMENT	050620	\$0.0200
6852 - TRANSMISSION MAINT - DATA	050400	\$75.0000
6853 - TRANSMISSION PER ITEM - DATA	050401	\$0.0200
6854 - RECEIVABLES MAINT - DOWNLOADS	050406	\$20.0000
6855 - TRANSMISSION MAINT - IMAGE	050420	\$50.0000
6856 - TRANSMISSION PER ITEM - IMAGE	050420	\$0.0200

INTERNATIONAL SERVICES

3941 - DEPOSITED CHECK - CANADIAN	609999	\$4.0000
-----------------------------------	--------	----------

JPMORGAN ACCESS

6040 - MONTHLY SERVICE	401000	\$30.0000
6041 - ACCOUNTS REPORTED	40044Z	\$15.0000
6043 - TRANSACTIONS REPORTED - 45 DAY	40066Z	\$0.0600
6044 - TRANSACTIONS REPORTED - 90 DAY	40066Z	\$0.0800
6045 - TRANSACTIONS REPORTED - 1 YEAR	40066Z	\$0.1000
6051 - TRANSACTIONS REPORTED - 2 YEAR	40066Z	\$0.1200
6052 - CONT DISB CHECKS REPORTED	40066Z	\$0.1000
6053 - EXTENDED TRANSACTION DETAIL	40066Z	\$0.0000
6076 - ACCT TRANSFER ITEM	350120	\$0.5000

LIQUIDITY SERVICES

5741 - GLASS IN-CNTRY SWEEP MASTER	010020	\$15.0000
5742 - GLASS IN-CNTRY SWEEP PARTICIP	010021	\$10.0000
7848 - MONEY MKT FUND EOD SWEEP-MAINT	450020	\$100.0000
7849 - INVESTMENT SWEEP - MAINT	450020	\$100.0000
7850 - INTRADAY MONEY MKT FUND SWEEP	450020	\$175.0000

OTHER PRODUCT SERVICES

7950 - AVS ACCOUNT VERIFICATION	250101	\$0.5000
7951 - AVS ACCOUNT AUTHENTICATION	250101	\$0.5000
7954 - AVS STANDARD	250101	\$0.5000

RECEIPTSTREAM/ENH REC SVCS

2631 - EDI DETAIL REPORT JPMACCESS	300523	\$2.0000
2642 - EDI ACCOUNT FEE	300010	\$25.0000
4219 - EDI X12 820 PER ACCT JPMACCESS	300523	\$20.0000
4221 - EDI X12 820 SEGMENT-JPMACCESS	300523	\$0.0500
4230 - EDI ADDENDA REPORTING NACHA	300212	\$0.0200

RECONCILIATION SERVICES

3205 - FULL RECONCILEMENT - PER ITEM	200110	\$0.0400
3207 - FULL RECONCILEMENT - MAINT	200010	\$60.0000
3209 - PARTIAL RECONCILEMENT - MAINT	200020	\$30.0000
3210 - PARTIAL RECONCILIATION-PER ITM	200120	\$0.0300
3228 - PAYEE NAME VERIFICATION	150122	\$0.0200
3262 - POSITIVE PAY MAINTENANCE	150030	\$0.0000

3263 - EXCEPTION ITEM	150300	\$1.0000
3268 - PP NON RECON MAINTENANCE	150030	\$20.0000
3269 - ISSUE INPUT WITHOUT RECON	200201	\$7.0000
3271 - ISSUE INPUT FILE WITH RECON	200201	\$4.0000
3272 - CHECK EXCEPTION RETURN	150320	\$5.0000
3291 - OUTPUT FILE	200301	\$3.0000
3293 - EXCESSIVE ARP REJECTS	200209	\$1.0000
3294 - DATA ENTRY - MANUAL	200209	\$2.5000
3322 - DEPOSIT RECON MAINTENANCE	100600	\$25.0000
3325 - DEPOSIT RECON ITEMS	100610	\$0.0500
3376 - ARP CUSTOM REPORT	200324	\$25.0000
3384 - CD ROM - PER CD	151353	\$25.0000
3385 - CD ROM MAINTENANCE	151353	\$15.0000
3386 - IMAGE CAPTURE PER ITEM	151351	\$0.0300

SCANNABLE LOCKBOX

6107 - SNLB SCANNABLE ITEM	050101	\$0.2000
6108 - SNLB OCR DOCUMENT	050122	\$0.0200
6141 - SNLB OCR DOC IMAGE CAPTURE	05011R	\$0.0500

VAULT SERVICES

1310 - VAULT DEPOSIT	100100	\$1.7500
1459 - VAULT DEPOSIT PER \$1,000	10011Z	\$0.8000
1467 - VAULT MAINTENANCE	100100	\$0.0000
1475 - VAULT DEPOSIT ROLLED COIN	100110	\$0.1000
1476 - VAULT ORDER COIN ROLLS	100144	\$0.0600
1477 - VAULT ORDER - COIN ROLL BOX	100146	\$0.0600
1479 - VAULT ORDER COIN BAG LOOSE	100147	\$3.0000
1495 - VAULT STANDARD ORDERS	100141	\$4.0000
1497 - VAULT ORDER CURRENCY STD STRAP	10014A	\$0.3000
1498 - VAULT EXPEDITED SPECIAL ORDERS	100143	\$20.0000
1499 - VAULT ORDER CURR NON STD STRAP	100148	\$0.0300
1506 - VAULT DEP PARTIAL OR MIXED BAG	100111	\$5.0000
1525 - VAULT DEPOSIT STD COIN BAG	100113	\$1.0000
1617 - VAULT DEPOSIT ADJUSTMENT	100501	\$1.5000
1623 - REMOTE CASH CAPTR DEP PER \$1K	100100	\$1.2500
1641 - REMOTE CASH CAPTR PER LOC FEE	100100	\$50.0000

WHOLESALE LOCKBOX

6101 - LOCKBOX - MAINT	050001	\$100.0000
6106 - WHOLESALE ITEM	050100	\$0.5000
6114 - UNPROCESSABLE ITEM	050530	\$0.5000
6115 - NO CHECK ITEM	05011M	\$0.5000
6116 - CHECK CLEARING	10021Z	\$0.1000
6117 - INCOMING COURIER PACKAGE	05011P	\$10.0000
6120 - CASH PROCESSING	05013B	\$10.0000
6126 - CHECK MICR CAPTURE	050121	\$0.0200
6127 - DATA CAPTURE	050126	\$0.0160
6140 - DOCUMENT IMAGE CAPTURE	05011R	\$0.1000
6245 - DEPOSIT PREPARATION	050301	\$1.0000

WIRE - U.S.

5468 - TREASURY BOOK CREDIT	350320	\$3.0000
5469 - TREASURY FED CREDIT S/T	350300	\$4.0000
5470 - TREASURY FED CREDIT REPAIR	350330	\$5.0000
5471 - TREASURY CHIPS CREDIT S/T	350300	\$4.0000
5472 - TREASURY CHIPS CREDIT REPAIR	350330	\$5.0000
5822 - ELECTRONIC BOOK DEBIT S/T	350120	\$3.0000
5823 - ELECTRONIC BOOK DEBIT REPAIR	350122	\$4.0000
5824 - ELECTRONIC FED DEBIT S/T	350100	\$4.0000
5825 - ELECTRONIC FED DEBIT REPAIR	350102	\$5.0000
5826 - ELECTRONIC CHIP DEBIT S/T	350110	\$4.0000
5827 - ELECTRONIC CHIP DEBIT REPAIR	350541	\$5.0000
5828 - ELECTRONIC CHECK DEBIT S/T	350100	\$15.0000
5887 - FED CREDIT S/T	350300	\$4.0000
5888 - FED CREDIT REPAIR	350330	\$5.0000
5889 - CHIPS CREDIT S/T	350300	\$4.0000
5890 - CHIPS CREDIT REPAIR	350330	\$5.0000
5927 - MAIL DEBIT ADVICE	350412	\$5.0000
5928 - MAIL CREDIT ADVICE	350412	\$5.0000
5964 - INVESTIGATION	350560	\$50.0000
5966 - INQUIRY CONFIRMATIONS	350560	\$30.0000

Pro forma Notes, Assumptions & Disclaimers

1. Indicates a flat, monthly charge

Disclosure Statement

This document was prepared exclusively for the benefit and internal use of the party to whom it is directly addressed and delivered (the “Organization”) in order to assist the Organization in evaluating certain products or services that may be provided by J.P. Morgan.

Chase, J.P. Morgan, and JPMorganChase and InstaMed are marketing names for certain businesses of JPMorgan Chase & Co. and its affiliates and subsidiaries worldwide (if and as used herein may include as applicable employees or officers of any or all of such entities irrespective of the marketing name used). Products and services may be provided by commercial bank affiliates, securities affiliates or other J.P. Morgan affiliates or entities. In particular, securities brokerage services other than those which can be provided by commercial bank affiliates under applicable law will be provided by registered broker/dealer affiliates such as J.P. Morgan Securities LLC, J.P. Morgan Institutional Investments Inc. or by such other affiliates as may be appropriate to provide such services under applicable law. Such securities are not deposits or other obligations of any such commercial bank, are not guaranteed by any such commercial bank and are not insured by the Federal Deposit Insurance Corporation. We are not responsible for the performance of our partners, their continued service levels, or their ability to provide services.

The information herein does not purport to set forth all applicable issues and is not intended to constitute advice on legal, tax, investment, accounting, regulatory or any other matters. J.P. Morgan makes no representations as to such matters or any other effects of any transaction and shall have no responsibility or liability to you with respect thereto. You should consult with your own advisors regarding such matters and the suitability, permissibility and effect of any transaction. In no event shall J.P. Morgan nor any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon, or for any inaccuracies or errors in, or omissions from, the information herein. The information herein is not intended as nor shall it be deemed to constitute advice or a recommendation regarding the issuance of municipal securities or the use of any municipal financial products. J.P. Morgan is not providing any such advice or acting as the Organization’s agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under Section 15B of the Securities and Exchange Act of 1934, as amended.

Money Market Funds:

NOT FDIC INSURED · NO BANK GUARANTEE · MAY LOSE VALUE

You could lose money by investing in a money market fund. With respect to a money market fund that qualifies as a “retail” or “government” money market fund under applicable money market fund regulations, although the money market fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. In the case of a money market fund that does not qualify as a “retail” or “government” money market fund, because the share price of the money market fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. If a money market fund does not qualify as a “government” money market fund, effective October 14, 2016, the money market fund may impose a fee upon sale of your shares or may temporarily suspend your ability to sell shares if the money market fund’s liquidity falls below required minimums because of market conditions or other factors. An investment in a money market fund is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. A money market fund’s sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time.

For J.P. Morgan Funds – Call 1-800-766-7722 for a fund prospectus. You can also visit us online at www.jpmorganfunds.com. Investors should carefully consider the investment objectives and risk as well as charges and expenses of the mutual fund before investing. The prospectus contains this and other information about the mutual fund. Read the prospectus carefully before investing. JPMorgan Funds are distributed by JPMorgan Distribution Services, Inc., which is a subsidiary of JPMorgan Chase & Co. JPMorgan Chase Bank, N.A. may receive compensation from the fund, the management company for the fund and/or the distributor of the fund for providing services as described in the prospectus for the funds. Affiliates of JPMorgan Chase & Co. also receive fees for providing various services to the funds. Securities may be provided by J.P. Morgan Institutional Investments, Inc., member FINRA/SIPC.

For Third Party Funds – The distributors of the third-party funds are not affiliated with J.P. Morgan. J.P. Morgan may receive compensation from a third-party fund, the management company for the third-party fund and/or the distributor of a third-party fund for providing services as described in the prospectus for the funds.

For all Funds – Carefully consider a fund's investment objectives, risks, charges and expenses before investing. This and other important information is included in the fund's prospectus, which should be read carefully before investing. Prospectuses for mutual funds can be obtained by contacting your relationship manager.

This proposal is subject to and conditioned upon a mutually agreeable contract between the Organization and J.P. Morgan. J.P. Morgan also requires execution of all applicable product and service agreements. Implementation of products and services is subject to and conditioned upon the condition of satisfactory completion of J.P. Morgan's "Know Your Customer" due diligence and meeting product requirements. These steps are included in J.P. Morgan's client onboarding process.

This document may contain information that is confidential and/or proprietary to J.P. Morgan, which may only be used in order to evaluate the products and services described herein and may not be disclosed to any other person. Such information is marked "confidential" and may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by J.P. Morgan.

To help the United States government fight the funding of terrorism and money laundering activities, U.S. law (Section 326 of the USA PATRIOT Act) requires banks and certain other financial institutions to obtain, verify, and record information that identifies each client that opens an account. What this means for our clients: Before opening a new account, we will require you to provide name, address, taxpayer identification number, and other information and/or documentation that will allow us to identify the account owner(s), as required by law.

Please note that we do not issue cards and prohibit use of our cards in any country against which the United States has imposed sanctions. A current list of such sanctioned countries, as well as information about sanctions, is available on the U.S. Department of the Treasury website: treas.gov/offices/enforcement/ofac.

J.P. Morgan is licensed under U.S. Pat Nos. 5,910,988 and 6,032,137.

PaymentNet® is a registered trademark of JPMorgan Chase & Co. MasterCard® and smartdata.gen2™ are trademarks of MasterCard International. Visa® is a registered trademark of Visa Inc. Microsoft®, Excel®, and Internet Explorer® are registered trademarks of Microsoft Corporation. Adobe Acrobat® is a registered trademark of Adobe Systems Incorporated.

All trademarks, trade names and service marks appearing herein are the property of their respective owners.

This document does not constitute a commitment by any J.P. Morgan entity to extend or arrange credit.

© 2024 JPMorgan Chase & Co. All Rights Reserved. JPMorgan Chase Bank, N.A. Member FDIC. Deposits held in non-U.S. branches are not FDIC insured.



J.P. Morgan supports sustainable business practices and adheres to the principles of environmental sustainability wherever possible.

CONTACT US

DOMINIC A D'AMATO

Relationship Executive
450 S Orange Ave, Floor 10
Orlando, FL 32801-3383
(407) 236-5440
dominic.damato@jpmorgan.com



J.P.Morgan

Proposal for City of Clermont

Appendices





Appendix 1

Financial Wellness Education

Type of Content	Description
Video Library	Chase.com Chase Chats Webcasts – Online conversations about money and how to help make the most of yours. These videos can be shared if they are in the Chase Chats Hub
Tool	Chase.com Credit Journey – Free credit score, insights to build credit health, and help protecting from identity theft
Tool	Chase.com Savings Plan Calendar – Online calculator to plan for savings goals
Tool	Chase.com Budget Worksheet – Online, printable tool to see monthly income and expenses, and explore ways to adjust to reach financial goals
Tool	Chase.com Spending Choices Calculator – Online calculator to help consumers make smart spending decisions
Web Page	Chase.com Help Keep Your Money Safe – Tips and tools to help identify and avoid financial abuse and exploitation
Web Page	Chase.com Helpful Tips
Tool	Digital Budget Tool for Students
Web Page	JPMC “Napkin” Finance Series • GETTING STARTED: Build your investing foundation • What's the stock market? • What are IRA's and 401(k)s? • Why your investing contributions matter • Determining your risk tolerance
Video Library	JPMC Personal Investments - Money Mentors Video Series (scroll to the bottom of the page) – Ask A Money Mentor
Web Page	CFPB Companion Guides – Support for money conversations with military and native communities, people with disabilities and people with criminal records
Podcast Library	Women on the Move Podcast – Video library with insights from some of the most notable leaders working to secure an equal future for women in the workplace
Web Page	Chase.com Financial Goals Site – Online resource center and tools to help people reach their money goals



Appendix 2

Availability Schedules

J.P.Morgan

Availability Schedule

January-24

**J.P.Morgan Remote Deposit Capture - (VR-RDC)
Availability Schedule Policy**

The funds availability of checks deposited is based on the financial institution where the check is drawn.

The Federal Reserve banking system will not forward process any item over \$99,999,999.99. J.P.Morgan may refuse to process such item or handle any such item as a collection item, with customer credit and availability deferred accordingly.

Availability schedules may be changed without notification.

Thrift and S&L routing transit numbers (RTs) receive the same availability as the corresponding RT range as listed in the schedule.

Federal Reserve Bank and Federal Home Loan Bank RTs are assigned one day float.

RTs will be returned if retired by the Federal Reserve Bank

The information furnished herein by J.P.Morgan is CONFIDENTIAL and is distributed for the exclusive use in evaluating J.P.Morgan programs and shall not be duplicated, published, or disclosed in whole or part, to any other person or disclosed in whole or part, to any other person or entity other than the recipient, or used for other purposes, without the prior written permission of J.P.Morgan.

J.P.Morgan Remote Deposit Capture - (VR-RDC)

Availability is shown in Current Day Cycle

Groupings	Description	Deadline*	Avl	Fraction
JPMC Nationwide On Us	See "Summary" page	10:00 PM	0	100%
JPMC Nationwide Controlled Disbursement	See "Summary" page	10:00 PM	1	100%
0000-0020, 0119, 0800	Postal Money Orders	10:00 PM	1	100%
0000-0051	US Treasury	10:00 PM	1	100%
0000-9000	Savings Bonds	10:00 PM	1	100%
All others	Domestic Institutions	10:00 PM	1/2	95%/5%

*Deadlines are Eastern Standard Time

CONFIDENTIAL

© 2022 J.P. Morgan, All rights reserved.

Summary

JPMC Nationwide On Us RTs

0210-0002	0440-0003	0750-0001	1130-0767
0210-0012	0519-0036	0830-0013	1221-0002
0211-0036	0610-9238	1020-0101	1232-7197
0212-0233	0654-0013	1030-0064	1240-0154
0212-0271	0710-0001	1070-8955	2631-8986
0212-7272	0710-0077	1110-0061	2670-8413
0213-0046	0710-7452	1110-0115	3222-7162
0214-1063	0711-0026	1119-2186	3250-7076
0223-0017	0720-0032	1119-9377	
0280-0012	0740-0001	1130-0060	

JPMC Nationwide CD RTs

0213-0937	0441-1544	0724-1292
0220-0084	0652-0475	0759-0272
0311-0026	0719-2322	1113-0088

**J.P.Morgan Paper Deposits
Availability Schedule Policy**

The funds availability of checks deposited is based on the financial institution where the check is drawn.

The cutoff for same day ledger credit for deposits delivered directly to a regional processing center is 4:00 p.m. local time. Deposits received after deadline will be posted on the next business day.

The Federal Reserve banking system will not forward process any item over \$99,999,999.99. J.P.Morgan may refuse to process such item or handle any such item as a collection item, with customer credit and availability deferred accordingly.

Availability schedules may be changed without notification.

Thrift and S&L routing transit numbers (RTs) receive the same availability as the corresponding RT range as listed in the schedule.

Federal Reserve Bank and Federal Home Loan Bank RTs are assigned one day float.

RTs will be returned if retired by the Federal Reserve Bank

The information furnished herein by J.P.Morgan is CONFIDENTIAL and is distributed for the exclusive use in evaluating J.P.Morgan programs and shall not be duplicated, published, or disclosed in whole or part, to any other person or disclosed in whole or part, to any other person or entity other than the recipient, or used for other purposes, without the prior written permission of J.P.Morgan.

PAPER CHECK AVAILABILITY SCHEDULE 301

Routing Transit Number(s)	Description	Availability	Fraction
See "On Us" page	On Us	0	100%
See "On Us" page	On Us Controlled Disbursement	1	100%
0000-0020, 0119, 0800	Postal Money Orders	1	100%
0000-0050, 0051	U.S. Treasury Warrants	1	100%
0000-9000	Savings Bonds	1	100%
All Others	Domestic Institutions	1/2	70%/30%

On Us

Nationwide On Us RTs

0210-0002	0440-0003	0750-0001	1130-0767
0210-0012	0519-0036	0830-0013	1221-0002
0211-0036	0610-9238	1020-0101	1232-7197
0212-0233	0654-0013	1030-0064	1240-0154
0212-0271	0710-0001	1070-8955	2631-8986
0212-7272	0710-0077	1110-0061	2670-8413
0213-0046	0710-7452	1110-0115	3222-7162
0214-1063	0711-0026	1119-2186	3250-7076
0223-0017	0720-0032	1119-9377	
0280-0012	0740-0001	1130-0060	

Nationwide Controlled Distribution RTs

0213-0937	0441-1544	0724-1292
0220-0084	0652-0475	0759-0272
0311-0026	0719-2322	1113-0088



Appendix 3

Global Sanctions Compliance Program

J.P.Morgan

Dorothy Bennett
Global Head of Sanctions
Global Sanctions Compliance

JPMorgan Chase & Co. ("JPMC" or the "Firm"), including all its subsidiaries and their branches ("JPMC Entities"), and their employees and contingent workers ("Employees"), wherever located, must comply with sanctions legally applicable to them in the jurisdictions in which they are located or do business. In the U.S., such sanctions include those administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) and any other related U.S. laws and regulatory requirements (the "U.S. Sanctions"). JPMC Entities and their Employees are also subject to additional prohibitions based on the non-U.S. sanctions in effect in the jurisdictions in which they are located, including those published or administered by the United Kingdom, European Union, and United Nations. Relevant prohibitions include various Russia-related sanctions recently adopted by various jurisdictions.

The Firm has established a Global Sanctions Compliance Program ("GSC Program") consisting of the following elements: (i) procedures, systems, and internal controls reasonably designed to promote compliance with applicable sanctions; (ii) a designated person responsible for the day-to-day implementation and operation of the GSC Program; (iii) independent testing; (iv) an ongoing training program; and (v) reporting and recordkeeping. GSC is headed by the Director of Global Sanctions Compliance who is designated by the Head of Global Financial Crimes Compliance.

Under the OFAC regulations, JPMC Entities and their Employees are prohibited from engaging in transactions involving Specially Designated Nationals ("SDNs") and other activities such as:

- opening or maintaining accounts for SDNs or any other person subject to the prohibitions of U.S. Sanctions;
- conducting transactions either directly or indirectly with SDNs or any other person, entity or country prohibited by U.S. Sanctions;
- facilitating any prohibited transaction by advising on ways to avoid U.S. Sanctions; or
- facilitating any non-U.S. person to engage in transactions prohibited by U.S. Sanctions.

To prevent dealings with sanctioned parties, JPMC requires screening of customer relationships and transactions against the SDN list or other legally applicable sanctions lists, including those published or administered by the European Union and His Majesty's Treasury of the United Kingdom. JPMC has adopted policies and procedures governing the maintenance of its screening systems and processes. In addition, JPMC has implemented controls reasonably designed to identify securities targeted by applicable Sanctions and to comply with the restrictions governing transactions in such securities.

Sincerely,



Dorothy Bennett
Global Head of Sanctions



Appendix 4

Florida State License

Q17000000040

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



000296675080

04/03/17--01009--025 **35.00

17 APR -3 PM 1:35

Toma Williams
JPMorgan Chase Bank, NA
14800 Frye Road
Fort Worth, TX 76155

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

March 29, 2017

To Whom it May Concern:

Enclosed is the form to designate a registered agent and office for JPMorgan Chase Bank, NA.

If you have questions or would like additional information, please call me at 817-399-5745.

Sincerely,

A handwritten signature in black ink, appearing to read "Toma Williams", with a stylized flourish at the end.

Toma Williams
Vice President
JPMorgan Chase Bank, NA

Enclosure

**DESIGNATION OF REGISTERED AGENT AND REGISTERED OFFICE FOR
ALIEN BUSINESS ORGANIZATION OR FINANCIAL INSTITUTION**

PURSUANT TO SECTION 607.0505 OR 655.0201, FLORIDA STATUTES, THE UNDERSIGNED ALIEN BUSINESS ORGANIZATION OR FINANCIAL INSTITUTION SUBMITS THE FOLLOWING STATEMENT IN ORDER TO DESIGNATE ITS REGISTERED AGENT AND REGISTERED OFFICE IN THE STATE OF FLORIDA:

1. JPMorgan Chase Bank, N.A.

(Name of alien business organization or financial institution)

2. Ohlo, United States

(State or country under which entity is organized)

3. 13-4994650

(FEI Number, if applicable)

4. 1111 Polaris Parkway Columbus, OH 43240

(Principal office address)

5. Name and Florida Street address of registered agent.

C T CORPORATION SYSTEM

1200 SOUTH PINE ISLAND ROAD

PLANTATION, FL 33324

6. The street address of the registered office and the street address of the business office of the registered agent are identical.

7. Natalie Thomas

Digitally signed by Natalie Thomas
DN: cn=Natalie Thomas, o=JP Morgan Chase, ou=Legal Papers Serviced, email=natalie.thomas@jpmchase.com, c=US
Date: 2017.03.23 14:28:59 -0500

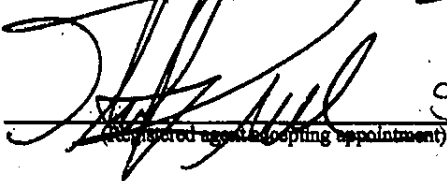
(Signature of chairman, vice chairman, or officer)

8. Natalie Thomas - Third Party Oversight Delivery Manager for CT Corp

(Name and capacity of person signing in number 7 above)

9. Signature of registered agent: _____

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of section 607.0505 or 655.0201, Florida Statutes.



Stephen Bullis

(Registered agent accepting appointment)

3-22-17

(Date)

**THE FILING OF THIS FORM WITH THE FLORIDA DEPARTMENT OF STATE DOES NOT
AUTHORIZE THE ABOVE REFERENCED ENTITY TO TRANSACT BUSINESS IN THE STATE OF
FLORIDA.**

FILING FEE \$35

**Make checks payable to Florida Department of State and mail to:
Division of Corporations P. O. Box 6327 Tallahassee, FL 32314**

INHS80 (7/16)

BANKING SERVICES AGREEMENT (PUBLIC SECTOR) **(Treasury Services)**

This Banking Services Agreement entered into as of January __, 2025, and effective as of February 1, 2025 (the “Effective Date”), is entered into by and between **City of Clermont, Florida** (the “Customer”), and **JPMorgan Chase Bank, N.A.** (the “Bank”).

Recitals

WHEREAS, the Customer issued a Request for Proposal (RFP 25-003), as supplemented and/or amended, relating to the provision of certain banking and related services as described therein (the “RFP”).

WHEREAS, the Bank’s proposal was submitted in response to the RFP (the “Response”).

WHEREAS, the Customer reviewed the Response and accordingly awarded the performance of certain services described in the RFP and Response, or certain services supplemental to or in addition to services described therein (“Services”) to the Bank as authorized by the Customer.

WHEREAS, the Customer and the Bank desire to enter into this Agreement under which the Bank will provide the Services and establish and maintain certain depository accounts for the Customer.

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. The Bank agrees to perform the Services for the Customer, directly or through its subsidiaries or affiliates, at the prices as mutually agreed, with such pricing terms incorporated herein by reference. The Bank may provide additional products or services to the Customer at such cost as may be mutually agreed.
2. Description of the Agreement. The “Agreement”, which contains the terms and conditions and respective obligations of the parties with respect to the Services, is comprised of the following documents: this banking services agreement (the “Main Agreement”); and the following documents incorporated herein by reference: the Account Terms, applicable Service Terms and related Bank documentation and such supplements, amendments, and additional terms as may be provided from time to time (“Account Documentation”). In the event of any inconsistencies between the terms in this Main Agreement and the Account Documentation, the terms of this Main Agreement shall control.
3. Term of the Agreement. This Agreement shall commence as of the Effective Date and continue for an initial five (5) year term through January 31, 2030, with an option to renew for three (3) additional one (1) year terms, or for such longer term upon mutual agreement of the Customer and the Bank, unless earlier terminated as provided in the Account Documentation, with such renewal period subject to changes to pricing and other terms and conditions as mutually agreed. In the event this Agreement is not formally renewed or a successor Agreement is not executed by the parties by the end of the term and the Bank continues providing Services to the Customer, the term of this Agreement shall extend on a month-to-month basis.
4. Cooperative Purchasing and Use of Agreement. The Bank may, with notice to the Customer, permit one or more additional government entities or political subdivisions (“Additional Parties”) to participate in and utilize this Agreement in accordance with applicable law. Additional Parties will enter into their own contracts directly with the Bank. The Customer will not be responsible for any obligation due from any other Additional Party to the Bank, and the Customer shall not be responsible for any disputes arising out of transactions made by other Additional Parties who utilize this Agreement.

5. E-Verify/ Verification of Employment Status. As required by Section 448.095(2)(a) of the Florida Statutes, the Bank shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The Customer or Bank may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The Bank shall provide documentation of their compliance of this requirement to the Customer upon request.

If the Bank enters into a contract with a subcontractor, the subcontractor must provide the Bank with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095. The Bank shall maintain a copy of such affidavit for the duration of this Agreement.

The Customer will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Customer shall consider the employment by the Bank of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Bank agrees that such violation by the Bank shall be grounds for the unilateral cancellation of this Agreement by the Customer.

6. Public Records. The Bank shall comply with Florida’s Public Records Laws, Chapter 119, Florida Statutes, and specifically agrees to:
- a. Keep and maintain public records required by the Customer to perform the services under this Agreement.
 - b. Upon request from Customer’s custodian of public records, provide the Customer 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, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Bank does not transfer the records to the Customer.
 - d. Upon the completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of the Bank or keep and maintain public records required by the Customer to perform the services. If the Bank transfers all public records to the Customer upon completion of the Agreement, the Bank shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bank keeps and maintains public records upon completion of the Agreement, the Bank shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer’s custodian of public records, in a format that is compatible with the information technology systems of the Customer.
 - e. **IF THE BANK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BANK’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTOMER’S CUSTODIAN OF PUBLIC RECORDS.**

7. Foreign Country of Concern. The Bank affirms and represents that in accordance with Chapter 287.138, Florida Statutes, it is not owned by the government of a Foreign Country of Concern (as defined in Chapter 287.138(1)(c), Florida Statutes); the government of a Foreign Country of Concern does not have a controlling interest in the Bank; and it is not organized under the laws of or have its principal place of business in a Foreign Country of Concern.
8. Miscellaneous.
- a. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement of the parties hereto and supersedes any prior understanding or agreement between the parties with respect to the within subject matter.
 - b. Neither party shall be deemed to have waived any right or remedies under this Agreement unless such waiver is in writing and signed by the waiving party. No delay or omission in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
 - c. This Main Agreement may be amended only as otherwise provided by its terms, or upon mutual agreement of the parties as made in writing duly executed by the persons designated by each party.
 - d. In case any provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions thereof, and this Agreement shall remain operative and binding on the parties.
 - e. Each party to this Agreement represents and warrants to the other party that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
 - f. Each party to this Agreement further represents and warrants that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and the execution and performance of this Agreement does not breach any agreement of such party with any third party; does not violate any law, rule or regulation; is within its organizational powers; and has been duly authorized by all necessary action of such party.
 - g. Nothing contained herein shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, advisor, fiduciary, or of partnership or of joint venture between the parties, it being understood and agreed that nothing contained herein, nor any acts of the parties, shall be deemed to create any relationship between the parties other than the relationship of independent contractors.
 - h. This Agreement and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with applicable federal law and the laws of the State of Florida, without regard to its conflicts of laws principles. The Customer and the Bank consent to a court of competent jurisdiction located in Florida in connection with a dispute arising hereunder.
 - i. This Main Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. The parties agree electronic, portable document format (PDF), and digital signatures are the same as handwritten signatures for purposes of validity, enforceability and admissibility.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Main Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Clermont, Florida

By: _____

Name: _____

Title: _____

JPMorgan Chase Bank, N.A.

By: _____

Name: _____

Title: Authorized Officer

ACCOUNT TERMS

V1.7_02_03_21
(negotiated)

INTRODUCTION

This document, as amended or supplemented by account addenda for each country in which the Accounts are held, (collectively, the “Account Terms”) contains the general terms, conditions and disclosures for the Accounts and Services selected by the Customer and constitutes an agreement between the Bank and the Customer and supersedes all previous drafts, discussions and negotiations, whether oral or written, between them in connection with the opening of Accounts and receipt of Services.

References to the “Bank” shall mean **JPMorgan Chase Bank, N.A.**, and any of its affiliates. References to the “Customer” shall mean the entity to which the Bank, as an independent contractor, provides Accounts and Services. All accounts subject to the Account Terms are, regardless of their location, referred to as “Accounts”. References to “Services” shall mean services offered by the Bank and subject to the Account Terms and any applicable Service Terms. References to “Service Terms” shall mean any terms and conditions regarding specific types of Accounts or Services that are subject to the Account Terms. Use of a Service constitutes acceptance of the relevant Service Terms. In addition to the Account Terms and Service Terms, the Accounts are subject to other Account-related documentation, including signature cards and application forms (the “Account Documentation”).

The Customer shall not transfer any of its rights and obligations in an Account or with respect to a Service, or create any form of security interest over such rights and obligations in an Account, without the prior written consent of the Bank. Failure to obtain the Bank’s prior written consent constitutes a breach of these Account Terms by the Customer and may result in immediate closure of Accounts or termination of Services.

The Account Terms, Account Documentation and Service Terms may vary applicable law to the maximum extent permitted under any such law. Any provision of applicable law that cannot be varied shall supersede any conflicting term of the Account Terms, Account Documentation or Service Terms.

The Account Terms may be supplemented or amended as set forth in Section 17.6 (Amendments; Supplement; Waivers) herein.

1. Authorized Persons.

1.1 Authorized Persons. The Bank is authorized to rely on any document or designation that identifies a person authorized to act on behalf of the Customer (“Authorized Person”) with respect to the Accounts and Services, until the authority for such Authorized Person is withdrawn by the Customer upon written notice to the Bank, and the Bank has had a reasonable opportunity to act on such notice. The Customer will provide a specimen signature for Authorized Persons in the manner requested by the Bank.

1.2 Authorizations. Each Authorized Person is independent of the Bank and, subject to any written limitation provided by the Customer and received and accepted by the Bank, is authorized on behalf of the Customer to: open, operate and close Accounts; overdraw Accounts as permitted by the Bank; appoint and remove Authorized Persons; execute or otherwise agree to any form of agreement relating to the Accounts or Services, including Account Documentation; execute guarantees, indemnities or other undertakings to the Bank in relation to guarantees, letters of credit or other financial transactions, or in relation to missing documents; draw, accept, endorse or discount checks, drafts, bills of exchange, notes and other financial instruments (“Items”); receive materials related to security procedures; and give instructions (“Instructions”), including requests and payment orders, by means other than the signing of an Item, with respect to any Account transaction. Without limitation, such Instructions may direct: (i) the payment, transfer or withdrawal of funds; (ii) the disposition of money, credits, items or property at any time held by the Bank for account of the Customer; (iii) the provision of access as described in Section 1.4 (Third Party Access) and Section 2.1 (Third Party Instructions) below; (iv) the provision of information regarding the Accounts; (v) any other transaction of the Customer with the Bank; or (vi) the amendment or cancellation of any prior Instruction.

1.3 Facsimile Signatures. If the Customer provides the Bank with facsimile signature specimens, or if the Customer issues Items with a facsimile signature on one or more occasions, the Bank is authorized to pay Items signed by facsimile signature (including computer generated signatures) if the actual or purported facsimile signature, regardless of how or by whom affixed, resembles the specimens filed with the Bank by the Customer, or resembles a specimen facsimile signature otherwise employed for the Customer’s benefit.

1.4 Third Party Access. The Customer may request that the Bank permit a third party to have access to an Account by submitting an access request in a form acceptable to the Bank (an “Access Request”, and the third party designated in such form will be referred to as a “Third Party”). Each Third Party is authorized by the Customer to issue Instructions to the Bank in relation to an Account, including to initiate payments and transfers against an Account, and to access and receive balance and transaction information (including account statements, information reporting and transaction advices) by any method of communication, including the Bank’s electronic channels, facsimile transmission, in writing, by telephone and SWIFT message, and the Bank is authorized to act on such Instructions and provide such access as described in this Section and Section 2.1 (Third Party Instructions) below. Subject to the Third Party’s completion of documentation required by the Bank, the Bank is authorized to act upon any Instructions issued in the name of any authorized person of the Third Party who has been nominated by the Third Party in a form acceptable to the Bank, and such authorized person shall be deemed an Authorized Person with respect to the provisions of these Account Terms relating to the use of the Accounts and the giving of Instructions with respect to the Accounts. The Customer may revoke an Access Request at any time by giving the Bank written notice of such revocation; such revocation shall be effective when the Bank has received such notice and has had a reasonable opportunity to act upon it.

2. Security Procedures; Confirmations.

2.1 Security Procedures Generally. When issuing Instructions, the Customer is required to follow the Bank's security procedures as communicated to the Customer by the Bank from time to time, including the procedures set forth herein, and shall be bound by such security procedures for use of the Service. Upon receipt of an Instruction, the Bank will use the security procedures to verify that the Instruction is effective as that of the Customer. A security procedure may require the use of algorithms or other codes, identifying words or numbers, encryption, call back procedures or similar security devices. It is understood that the purpose of the security procedure is to verify the authenticity of, and not to detect errors in, Instructions. The Customer shall safeguard the security procedure and make it available only to persons that it has authorized. Any Instruction, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized.

Security Procedure for Verbal or Written Instructions. Unless the Customer and the Bank have agreed in writing to an alternate security procedure, the Bank may verify the authenticity of verbal or written (including those transmitted by facsimile) funds transfer Instructions by telephonic call-back to an Authorized Person. The Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Instructions Received through Electronic Channels. If the Bank receives an Instruction in the name of the Customer by means of any of Bank's electronic channels, the Customer's SWIFT BIC codes, or other electronic channels through which the Bank has notified Customer that it will accept Instructions, then Bank may rely on authentication procedures established by such electronic channels as the security procedure. Any such Instruction shall be deemed to have been given by an Authorized Person and shall be effective as that of the Customer, whether or not authorized. By using an electronic channel to provide Instructions to the Bank, the Customer agrees that this security procedure is commercially reasonable for such Instructions.

Security Procedure for Third Party Instructions. The security procedures applicable to Instructions from any Third Party shall be those security procedures established by the Bank with the Third Party. Any Instruction that the Bank receives from the Third Party, the authenticity of which has been verified through such security procedure, shall be effective as that of the Customer, whether or not authorized, and shall be deemed an Instruction given on behalf of the Customer for all purposes of these Account Terms. The Bank is authorized to act upon any Instructions received via any of the SWIFT BIC codes specified in an Access Request whether or not such SWIFT BIC codes are associated with the Customer or the Third Party.

2.2 Confirmations. If the Customer, other than with respect to security procedures, chooses to confirm an Instruction, any confirmation must be clearly marked as a confirmation, and, if there is any discrepancy between an Instruction and a confirmation, the terms of the Instruction shall prevail. Subject to Section 2.1 (Security Procedure for Verbal or Written Instructions), the Bank may, at its option, confirm or clarify any request or Instruction using any means, even if a security procedure appears to have been followed. If the Bank is not satisfied with any confirmation or clarification, it may decline to honor the Instruction.

3. Deposits.

3.1 Processing Incoming Items. All Items deposited or cashed are received for collection only and are subject to receipt of final payment. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and deadlines to the extent permitted by applicable law or market practice. The Bank chooses the method of collecting Items and may use other banks in the process. The Bank will present Items in accordance with the custom and market practice of the jurisdictions in which the Items are handled for collection. The Bank is not responsible for actions or omissions of other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. The Customer shall use reasonable efforts to assist the Bank in locating or obtaining replacements of Items lost while in the Bank's possession. For purposes of determining when an Item is sent to the Customer, the provision of an image of the Item or information identifying the Item (e.g., Item number, amount, date of Item) is a sufficient substitute for the actual Item.

3.2 Availability of Funds; Credits Not Received. Credits and deposits to an Account will be available in accordance with the Bank's availability policy and applicable law. If the Bank credits an Account: (i) in contemplation of receiving funds for the Customer's credit and those funds are not actually received by the Bank; or (ii) in reliance on a transaction which is subsequently returned, reversed, set aside or revoked, or if the Bank does not receive funds for the Customer's credit for value on the date advised by or on behalf of the Customer, or if final settlement is not received by the Bank for any reason, then the Bank shall be entitled to debit any Account of the Customer with the amount previously credited and/or with any other charges incurred, even if doing so creates or increases an overdraft.

3.3 Collection Basis Processing. If an Item is processed by the Bank on a collection basis, the Bank may defer credit to the relevant Account until it has received final, non-reversible, payment in accordance with applicable law and market practice.

4. Payment of Items.

4.1 Processing Outgoing Items. The Bank is authorized to pay any Item drawn on the Account, in accordance with the Bank's usual procedures, including any Item that purports to be a substitute check. The Bank is authorized to debit the Account on which the Item is drawn on the day the Item is presented, certified or accepted, or at such earlier time when the Bank receives notice by electronic or other means that an Item drawn on an Account has been deposited for collection. The Bank may determine Account balances in order to decide whether to dishonor an Item for insufficient funds at any time between receiving such presentment or notice and the time of the return of the Item, and need make no more than one such determination.

4.2 No Inquiry. The Bank is authorized to pay all Items presented to it or cashed at the Bank, regardless of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of proceeds, even if drawn, endorsed or payable to cash, bearer or the order of the signer or any Authorized Person or to a lender in payment of the signer's or Authorized Person's obligations.

4.3 Limitations. The Customer shall immediately notify the Bank if it becomes aware that any Items (whether completed or blank) are lost or stolen. The Customer shall not allow any third party to issue Items against or otherwise use the Accounts unless specifically agreed to in writing by the Bank. The Customer shall not issue Items that are post-dated, and the Bank shall not be liable for any damages caused by premature payment or certification of a post-dated Item. Further, the Customer shall not put any condition, restriction, or legend on any Item; and the Bank is not required to comply with any such condition, restriction or legend.

4.4 Electronic Processing; Specifications. The Bank may process any Item by electronic means. All Items issued by the Customer against any Account must comply with industry standards and the Bank's check specifications and image standards, published from time to time. The Bank shall not be liable for damages or losses due to any delay or failure in procuring, collecting, or paying Items not conforming to such specifications or standards, except to the extent such losses or damages are the direct result of the Bank's gross negligence or willful misconduct.

5. Funds Transfer Instructions.

5.1 Processing Funds Transfer Instructions. The Customer may issue funds transfer Instructions against Accounts, subject to the Bank's acceptance. Funds transfer Instructions will be received, processed and transmitted only on the Bank's funds transfer business days, and within the Bank's established cut-off hours on such days. Instructions requesting cancellation or amendment of funds transfer Instructions must be clearly marked as such and received at a time and in a manner affording the Bank a reasonable opportunity to act on the cancellation or amendment Instruction. The Customer may reverse, amend, cancel or revoke any Instructions only with the consent of the Bank and, if applicable, the beneficiary's bank. The Bank will debit the Account for the amount of each funds transfer Instruction accepted by the Bank, and the Customer authorizes the Bank to debit the Account for, or deduct from the amount of the funds transfer, all associated fees, including debit and credit processing charges. In processing a funds transfer, other banks may deduct fees from the funds transfer. No restrictions upon the acceptance of funds transfer Instructions by the Bank or upon the Accounts that the Bank may debit shall be binding unless agreed to by the Bank in writing. The Bank shall not be required to inquire into the circumstances of any transaction.

5.2 Acting on Instructions. Notwithstanding any Instructions by the Customer to the contrary, the Bank reserves the right to use any funds transfer system and any intermediary bank in the execution of any funds transfer Instruction and may otherwise use any means of executing the funds transfer Instruction that the Bank deems reasonable in the circumstances.

5.3 Inconsistent Name and Number. The Bank and other financial institutions, including the beneficiary's bank, may rely upon the identifying number of the beneficiary, the beneficiary's bank or any intermediary bank included in a funds transfer Instruction, even if it identifies a person different from the beneficiary, the beneficiary's bank or intermediary bank identified by name.

5.4 Foreign Exchange.

- (a) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment in a currency (the "Non-Account Currency") other than the currency of the Account (the "Account Currency"), the Bank is authorized to enter into a foreign exchange transaction to sell to the Customer the amount of Non-Account Currency required to complete the funds transfer and debit the Account for the purchase price of the Non-Account Currency. If the Bank receives a payment to the Account in a Non-Account Currency, the Bank is authorized to purchase the Non-Account Currency from the Customer and to credit the purchase price to the Customer's Account in lieu of the Non-Account Currency.
- (b) The applicable foreign exchange rate and spread for any of the foregoing transactions shall be determined by the Bank in its sole discretion and may differ from foreign exchange rates and spreads at which comparable transactions are entered into with other customers or the range of foreign exchange rates or spreads at which the Bank otherwise enters into foreign exchange transactions on the relevant date. The Bank may generate additional profit or loss in connection with the Bank's execution of a foreign exchange transaction or management of its risk related thereto in addition to the applicable spread. Further, (i) the Bank may execute such foreign exchange transactions in such manner as the Bank determines in its sole discretion; and (ii) the Bank may manage the associated risks of the Bank's own position in the market in a manner it deems appropriate without regard to the impact of such activities on the Customer. Any such foreign exchange transaction will be between the Bank and the Customer as principals, and the Bank will not be acting as agent or fiduciary for the Customer.
- (c) Notwithstanding any prior action or course of dealing, subject to applicable law, the Bank has no obligation to cancel, reverse or otherwise buy back foreign currencies purchased by the Customer under a Service and the Bank makes no commitment to buy back currencies. The Customer acknowledges that it may not be able to sell back certain foreign currencies once purchased.

5.5 Cancellation of Foreign Exchange Drafts. Subject to applicable law, the Bank may cancel any draft issued by the Bank on behalf of the Customer in a Non-Account Currency if the draft is not presented for payment within one hundred eighty (180) calendar days after the date of issuance, and the Customer authorizes the Bank to recredit the Customer's Account with an equivalent amount of Account Currency at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its sole discretion. Following such cancellation, the Customer shall be responsible for all claims that may be asserted against the Bank in respect of the draft.

6. Interest; Fees; Taxes.

6.1 Interest. The Bank may apply interest on balances in Accounts at rates determined by the Bank in its sole discretion, subject to any withholding or deduction for tax as required by applicable law (including the Foreign Account Tax Compliance Act ("FATCA")). The Bank may deduct from the Accounts charges for early withdrawals, which may include a deduction from principal (if permitted or required by law). If the rate applied by the Bank is negative, the Customer may be required to make a negative rate payment, including on non-interest bearing Accounts, which the Bank shall be entitled to collect by debiting the Account.

6.2 Fees and Taxes.

- (a) The Bank may impose and the Customer will pay fees for Accounts and Services provided by the Bank, including transaction, maintenance, balance-deficiency, and service fees and other charges (collectively "Fees"). The Bank may debit any Account for Fees and/or Taxes, even if such debit creates or increases an overdraft of the Account. References to "Taxes" shall mean any taxes (including value added taxes, sales taxes and similar taxes), levies, imposts, deductions, charges, stamp, transaction and other duties and withholdings (together with any related interest, penalties, fines, and expenses) in connection with the Fees, Accounts or Services (including payments or receipts to an Account) except if such Taxes are imposed on the overall net income of the Bank.
- (b) All payments (including Fees and interest on overdrafts) from the Customer to the Bank pursuant to the Account Terms, the Service Terms and any Account Documentation shall be in full, without set-off or counterclaim, and free of any withholding or deduction (collectively, a "Deduction") related to any tax or other claim, unless a Deduction is required by applicable law. If any Deduction is required by applicable law in respect of any payment due to the Bank, the Customer shall:
 - (i) ensure that the Deduction is made;
 - (ii) pay the amount of the Deduction as required by applicable law;
 - (iii) increase the payment in respect of which the Deduction is required so that the net amount received by the Bank after the Deduction shall be equal to the amount which the Bank would have been entitled to receive in the absence of any requirement to make any Deduction; and
 - (iv) deliver to the Bank, within thirty (30) days after it has made payment to the applicable authority, a certified copy of the original receipt issued by the authority, evidencing the payment to the authority of all amounts required to be deducted.
- (c) All Fees are exclusive of Taxes. In addition to any Fees or other amounts due and except to the extent the Bank is otherwise compensated for such Taxes under this Section 6, the Customer will pay or reimburse the Bank for any Taxes which the Bank is required to account for to any tax authority under any applicable law and, where required by applicable law, the Customer shall account for any Taxes directly to the applicable tax authority.

6.3 Tax Documentation and Information. The Customer will provide the Bank with such documentation and information as the Bank may require in connection with taxation, and warrants that such information is true and correct in every respect and shall immediately notify the Bank if any information requires updating or correction.

7. Account Statements.

The Bank will issue Account statements, confirmations, or advices ("Account Statements") at the frequency and in the manner advised to the Customer from time to time. The Customer is responsible for ensuring that an Authorized Person promptly examines each Account Statement and any accompanying Items that are made available to it by the Bank, and reporting any irregularities to the Bank in writing, including any claim of unauthorized funds transfer activity. The Bank shall not be responsible for the Customer's reliance on balance, transaction or related information that is subsequently updated or corrected or for the accuracy or timeliness of information supplied by any third party to the Bank. Electronic Account Statements, if applicable, shall be deemed to be received by the Customer when the Bank sends notice to the Customer that the Account Statement has been posted by electronic means (including by posting such Account Statement on a Bank website).

8. Overdrafts.

8.1 Overdrafts. The Bank may debit an Account even if the debit may cause or increase an overdraft. Unless otherwise agreed in writing, the Bank is under no obligation to permit any overdraft or to continue to permit overdrafts after having permitted an overdraft or to provide notice of any refusal to permit an overdraft, in each case notwithstanding any prior action or course of dealing. Any overdraft shall be immediately due and payable by the Customer to the Bank, unless otherwise agreed in writing. If the Bank permits an overdraft, the Bank is authorized to charge interest on the amount of the overdraft as long as the overdraft is outstanding, at a rate determined by the Bank, up to the maximum rate permitted by law at the time of the overdraft or at the specific rate agreed in writing between the Customer and the Bank. Subject to applicable law, interest shall accrue on any negative balance in an Account notwithstanding closure of the Account and/or termination of these Account Terms. If the Bank pays an Item that causes or increases an overdraft, the Bank may deduct applicable Fees and expenses from the Account without notice.

8.2 Order of Payment. When Items and other debits to the Account are presented to the Bank for payment on the same day and there are insufficient available funds in the Account to pay all of these transactions, the Bank may choose the order in which it pays transactions, including the largest transaction first or any other order determined by the Bank, in its sole discretion.

9. Set Off; Security Interest.

9.1 Set-Off. The Bank may at any time, without prejudice to any other rights which it may have, and without prior notice or demand for payment, combine, consolidate or merge all or any of the Accounts of the Customer or may retain, apply or set off any money, deposits or balances held in, or standing to the credit of, any Account in any currency towards payment of any amount owing by the Customer to the Bank or any of its affiliates. The Bank shall be entitled to accelerate the maturity of any time deposit or fixed term deposit. For the purposes of this Section the Bank may effect currency conversions at such times or rates as it may think reasonable and may effect such transfers between any Accounts as it considers necessary.

9.2 Security Interest. The Customer grants to the Bank a lien and security interest in any Accounts of the Customer at the Bank, in order to secure any and all obligations and liabilities of the Customer to the Bank or any of its affiliates.

10. Confidential Information; Agents; Consents.

10.1 Confidential Information. "Confidential Information" means and includes all non-public information regarding the Customer, its Accounts or the Services. The term Confidential Information does not include information which is or becomes publicly available by means other than the Bank's breach of this section, information the Bank develops independently without the use of Confidential Information, or information the Bank obtains from a third-party that is not reasonably known to have confidentiality obligations for such information.

- (a) The Bank will maintain Confidential Information in the same manner it maintains its own confidential information.
- (b) The Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to use Confidential Information (i) to provide services to and administer the relationship with Customer, (ii) for any operational, credit or risk management purposes, (iii) for due diligence, verification or sanctions or transaction screening purposes, (iv) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption, (v) to improve and develop products or services, including, but not limited to using data analytics, (vi) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies or (vii) with prior consent of the Customer.
- (c) In connection with the permitted uses set forth in subsection (b), the Customer authorizes the Bank and its agents, employees, officers and directors and affiliates to disclose Confidential Information to (i) any subcontractor, consultant, agent, or any other unaffiliated third party or service provider, including the transmission of information to other banks and clearing houses and through channels and networks operated by third parties that the Bank reasonably believes is required in connection with the Services and provided that such parties are subject to equivalent confidentiality obligations; (ii) to the Bank's professional advisors, auditors or public accountants; (iii) the Bank's subsidiaries, affiliates and branches and their relevant parties as set forth in subsection (i) and (ii) herein; (iv) to a proposed assignee of the Bank's rights under the Account Documentation; and (v) with the consent of the Customer.
- (d) In addition to the foregoing, the Bank may use and disclose Confidential Information as required by (i) applicable law or courts of competent jurisdiction; (ii) governmental or regulatory or supervisory authorities, or law enforcement agencies with jurisdiction over the Bank's or Customer's businesses; or (iii) to establish, exercise or defend claims, enforce legal rights, or satisfy the legal obligations of the Bank.
- (e) The Customer acknowledges that: (i) permitted disclosures of Confidential Information may be transmitted across national boundaries in the context of outsourcing arrangements and through networks, including networks owned and operated by third parties; and (ii) the Bank may process or store, or engage service providers to process or store Confidential Information on its behalf, both in its own premises and those of its services providers, located in, amongst others, the European Economic Area, the United States of America, India, the Philippines, Singapore, Hong Kong, Australia, China, Japan, Brazil, Mexico, Argentina, Colombia, Chile, South Africa, Russia and any other country where the Bank or such service providers conduct business.

10.2 Agents. The Bank may appoint or retain any agent (who may be any affiliate of the Bank or any unaffiliated third party) either at the Account location or outside, to perform data processing, collection and/or any other services in connection with the Accounts and Services.

10.3 Consents. The Customer represents and warrants that prior to submitting to the Bank information about natural persons related to the Customer (including Authorized Persons, users of the Bank's electronic access systems, officers and directors, employees, beneficial owners, and customers and persons on whose behalf the Customer is receiving or transmitting funds, issuing items or maintaining an Account), the Customer shall have obtained such consents as may be required by applicable law or agreement, for the Bank to process and use the information for purposes of providing the Accounts or Services.

11. Liability Limitation; Force Majeure.

11.1 Liability. The Bank, its agents, employees, officers and directors, shall not be liable for any damage, loss, expense or liability of any nature which the Customer may suffer or incur, except to the extent of losses or expenses directly resulting from the negligence or willful misconduct of the Bank, its agents, employees, officers or directors. The Bank, its agents, employees, officers and directors shall not, in any event, be liable for indirect, special, consequential or punitive loss or damage of any kind (including lost profits, loss of business or loss of goodwill), in each case, whether or not foreseeable, even if the Bank, its agents, employees, officers or directors have been advised of the likelihood of such loss or damage, and regardless of whether the claim for loss or damage is made in negligence, gross negligence, for breach of contract or otherwise; provided, however, that the foregoing shall not apply to the extent such loss or damage is caused by fraud on the part of the Bank, its agents, employees, officers or directors. Customer shall promptly provide the Bank with a notice of any claims it receives regarding a Service.

11.2 Force Majeure. Neither the Bank nor the Customer shall be liable for any loss or damage, expense or liability of any nature to the other for its failure to perform or delay in the performance of its obligations resulting from an act of God, act of governmental or other authority, de jure or de facto, legal constraint, civil or labor disturbance, fraud or forgery (other than on the part of the other party or its employees), war, terrorism, catastrophe, fire, flood or electrical, computer, mechanical or telecommunications failure or malfunction, including inability to obtain or interruption of communications facilities, or failure of any agent or correspondent, or unavailability or failure of or the effect of rules or operations of a payment or funds transfer system, including non-availability of appropriate foreign exchange or foreign currency, or any cause beyond its reasonable control.

12. Indemnity.

The Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) (collectively, "**Losses**") arising out of or resulting from: (i) the Bank's acceptance or execution of any request, direction or transaction in connection with any Account or any Service provided to the Customer, including Items and Instructions; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms, the Service Terms or any Account Documentation. Notwithstanding the foregoing, the Bank, its agents, employees, officers and directors shall not be indemnified for any Losses to the extent resulting directly from its own negligence, willful misconduct or fraud.

13. Notices.

13.1 Notice to the Customer. All Account Terms, Service Terms, Account Documentation, notices and other documents may be delivered, made available and/or made accessible to the Customer by ordinary mail or courier at the address of the Customer provided to the Bank, or by facsimile transmission, electronic means and channels (including SWIFT message, emails and by posting on a Bank website) or by such other means as the Customer and the Bank may agree upon from time to time.

13.2 Notice to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Bank officer or service representative managing the Account or to any other address notified by the Bank to the Customer in writing from time to time, and must be sent by ordinary mail, by courier, by facsimile transmission, by electronic transmission or by such other means as the Customer and the Bank agree upon from time to time. The Bank shall have a reasonable time to act on any notices received.

14. Termination.

Either the Bank or the Customer may close an Account and/or terminate a Service:

- (a) by giving the other party not less than thirty (30) calendar days' prior written notice of intent to close or terminate, or
- (b) immediately upon written notice to the other party in the event of: (i) a breach of the Account Terms, Account Documentation or Service Terms by the other party; (ii) the other party's inability to meet its debts as they become due, receivership, administration, liquidation, or voluntary or involuntary bankruptcy; or the institution of any proceeding therefor, any assignment for the benefit of the other party's creditors, or anything analogous to the foregoing in any applicable jurisdiction, or a determination in good faith by the terminating party that the financial or business condition of the other party has become impaired; (iii) a determination by the terminating party, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding; or (iv) a good faith belief by the terminating party that the other party is engaged in activities that are inconsistent with the terminating party's policies, provided however, that any closure and/or termination will be effective only after the Bank has had reasonable time to act on such notice.

The Bank shall only be required to process requests or Instructions for transactions that the Bank reasonably estimates will be completed prior to the date of closure of the Account or termination of the relevant Service, but shall not be precluded from completing a request or Instruction received by it prior to the date of the closure or termination. Any such closing or termination shall not affect the Customer's liabilities to the Bank arising prior to, or on, such closing or termination, all of which shall continue in full force and effect. Notwithstanding anything to the contrary in any Service Terms, upon the closing of an Account, all Services linked to such Account are simultaneously terminated (unless otherwise specifically agreed to by the parties). In the absence of Instructions from the Customer on transfer of monies standing to the credit of an Account that is being terminated, the Bank may issue a cashier's check and send it to the address of the Customer on the Bank's record.

15. Account Disclosures.

15.1 Rejection of Funds; Reversal of Erroneous Postings.

- (a) The Bank may return or refuse to accept all or any part of a deposit or credit to an Account, at any time, and will not be liable to the Customer for doing so, even if such action causes outstanding Items to be dishonored and returned, or payment orders to be rejected.
- (b) The Bank may reverse any transactions posted to the Account if it determines such posting was made in error and that Customer was not entitled to the funds posted.

15.2 Withdrawal. The Bank may refuse to allow withdrawals from Accounts, may block or suspend an Account, or perform any other function in certain circumstances, including where: (i) there appears to be a dispute relating to an Account, including disputes regarding the persons

authorized to issue Instructions; (ii) as required by applicable law, legal process affecting the Account, or order of any relevant government regulatory, judicial or tax authority, including a levy or restraining notice; (iii) the Account is being used as collateral to secure indebtedness to the Bank or its affiliates; (iv) documentation requested by the Bank has not been presented; or (v) the Customer fails to pay its indebtedness to the Bank or its affiliates when due.

15.3 Payable Branch; Deposits Outside of the U.S. Any amount standing to the credit of any Account with the Bank is payable exclusively at a branch in the country at which the Account is held; however, payment may be suspended from time to time in order to comply with any applicable law, governmental decree or similar order, in any jurisdiction, for the time period affecting the Bank, its officers, employees, affiliates, subsidiaries, agents or correspondents. The Customer acknowledges that deposits held in a branch of the Bank located outside the United States are not payable in the United States and: (i) are not insured by the Federal Deposit Insurance Corporation or any other United States governmental agency; (ii) are subject to cross-border risks; and (iii) have a lesser preference as compared to deposits held in the United States in the event of a liquidation of the Bank.

15.4 Commissions and Rebates. In connection with the provision of any Service by the Bank to the Customer, the Bank may from time to time receive commission, rebate or similar payments from other banks or third parties.

16. Governing Law and Procedure.

16.1 Governing Law. The Account Terms, the relevant Account Documentation and the rights and obligations of the Customer and the Bank in respect of each Account shall be governed by and construed in accordance with the laws of the jurisdiction in which the branch holding the relevant Account is located.

16.2 Waiver of Jury Trial; Limitation of Claims. The Customer and the Bank hereby knowingly, voluntarily and intentionally irrevocably waive, to the fullest extent permitted by applicable law, all right to, and will not seek, prejudgment interest and a trial by jury in any action, proceeding or counterclaim, of whatever type or nature, arising out of these Account Terms, the Account Documentation or the relationship established hereby. Any claim in connection with any Account or Service, unless a shorter period of time is expressly provided, must be brought against the Bank within two (2) years of the occurrence of the event giving rise to the claim.

16.3 Venue. In relation to each Account, the courts of the country, state or province in which the branch or affiliate of the Bank at which the Account is held shall have exclusive jurisdiction to settle any disputes that arise out of or are connected with the Account Terms, the Account Documentation and/or the Account and the Customer agrees to submit to the jurisdiction of such courts and waive any objection to venue or their convenience as a forum.

17. Miscellaneous.

17.1 Languages. If the Account Terms, Account Documentation or Service Terms are translated into, or appear in a language other than English, the English language version shall control.

17.2 Successors and Assigns. The Account Terms, Service Terms and Account Documentation will be binding on each of the parties' successors, assigns and transferees. The parties agree that neither party may assign or transfer any of its rights or obligations under the Account Terms, Service Terms or Account Documentation without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed; except that the Bank may assign or transfer the Account Terms, Service Terms and Account Documentation (a) to any affiliate or subsidiary of the Bank, or (b) in connection with a merger, reorganization or other restructuring involving the Bank or its business; upon notice to the Customer, and the Customer hereby consents to the same.

17.3 Order of Precedence. Any terms of any supplement, amendment, agreement, Service Terms or notice that are inconsistent with a provision of the Account Terms or the Account Documentation shall supersede such provision of the Account Terms or the Account Documentation for purposes of the particular Account or Service that is the subject thereof. The Account Terms and Account Documentation supersede and replace any other account conditions previously sent to the Customer.

17.4 Interpretation. Section and subsection headings are for convenience only and shall not affect the meaning of the Account Terms, the Service Terms and any Account Documentation. References to Schedules, Sections, Subsections and Clauses are to Schedules, Sections, Subsections and Clauses of the Account Terms, the Service Terms and any Account Documentation. Words in the singular import the plural and vice versa. If any provision of the Account Terms, the Service Terms and any Account Documentation shall be held to be illegal, invalid, or unenforceable the validity of the remaining portions of the Account Terms the Service Terms and any Account Documentation shall not be affected. The term "including" shall in all cases mean "including without limitation" unless otherwise indicated. The term "affiliates" shall mean with respect to any entity, an entity, whether directly or indirectly, that controls, is controlled by, or is under common control with that entity. The term "applicable laws" or similar terms shall mean any law, statute, order, decree, rule, injunction, license, consent, approval, agreement, guideline, circular or regulation of a government authority.

17.5 Compliance; Transaction Screening. The Customer shall comply with all applicable laws and with the Bank's policies notified to the Customer. The Bank is required to act in accordance with Bank policies, the laws of various jurisdictions relating to the prevention of money laundering and the implementation of sanctions, including economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. The Bank is not obligated to execute payment orders or effect any other transaction where a party to the transaction is a person or entity with whom the Bank is prohibited from doing business by any law applicable to the Bank, or in any case

where compliance would, in the Bank's opinion, conflict with applicable law or market practice or its own policies and procedures. Where the Bank does not execute a payment order or effect a transaction for such reasons, the Bank may take any action required by any law applicable to the Bank including freezing or blocking funds. Transaction screening may result in delays in the posting of transactions and/or funds availability. The Bank may direct the Customer (a) to make changes to the activity in the Customer's Accounts, including to cease and desist from using the Accounts for particular types of transactions or for transactions involving particular parties from time to time, and (b) not to use the Accounts to send payments with certain characteristics. The Customer agrees to comply with such directions.

17.6 Amendments; Supplements; Waivers. All amendments must be in writing. The Account Terms may be amended or supplemented on notice to the Customer, including by terms contained in any Service Terms or Account Documentation. The Service Terms may be amended or supplemented on notice to the Customer. These amendments or supplements may impose restrictions on the Accounts and Services, as the Bank deems necessary in the course of its business, and will be effective on notice to the Customer or at such other time to be specified in the notice; provided that amendments or supplements that are required by law may be implemented immediately or as required by law. By signing an Account signature card, Account application or similar document or by using or continuing to use any of the Accounts or Services, the Customer agrees to the Account Terms, the Account Documentation, Service Terms and any amendments or supplements, as applicable.

The Bank may waive any of provision of these Account Terms, the Account Documentation or the Service Terms, but such waiver shall apply only on that occasion. Such waiver shall not constitute a waiver of any other provision of the Account Terms, the Account Documentation or the Service Terms. Any such waiver shall not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions of the Account Terms, the Account Documentation or the Service Terms. The rights and remedies in the Account Terms, the Service Terms and any Account Documentation are cumulative and are not exclusive of any other rights or remedies provided by applicable law.

17.7 Reserved.

17.8 Internet Services; Notice of Claims. The Customer agrees at its sole expense: (i) to advise each of its employees, officers, agents or other persons accessing any Service by or on behalf of Customer ("Users") of their obligations under the Account Terms, Account Documentation or under any Service Terms or ancillary Service material, including the obligation to refrain from using the Service via the Internet in the countries identified by the Bank; and (ii) to provide the Bank with all information reasonably necessary to setup and provide Services for the Customer, including advising the Bank of the countries from which Users will access any Service via the Internet.

17.9 Recordings. To the extent permitted by applicable law, the Customer acknowledges that the Bank may record and monitor all electronic communications (e.g., telephone and email communication) for the purposes of ensuring compliance with the Bank's legal and regulatory obligations and the Bank's internal policies. The Customer shall notify and obtain their employee's consent to such recording and monitoring where required by applicable law.

17.10 Instructions. Instructions may be sent to the Bank using such means as the Bank may permit from time to time. All Instructions, whether Items, payment orders or otherwise, are subject to applicable laws, and rules, policies, operations and market practices of the applicable clearing or settlement systems or payment networks.

17.11 Electronic Copies. The Bank may retain copies (paper, electronic or otherwise) of any documents or Items relating to the Accounts and Services in a form preserving an image of any such documents or Items, including signatures, or a regular business record and discard the original documents or Items. The Customer hereby waives any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including objections arising from the Bank's role or acquiescence in the destruction of the originals.

17.12 Intellectual Property. All intellectual property rights in or relating to a Service, including any trademarks, service marks, logos, and trade names used in conjunction with a Service are the property of the Bank or its licensors and are protected by applicable copyright, patent, trademark and other intellectual property law. Except as provided herein, the Customer shall not reproduce, transmit, sell, display, distribute, establish any hyperlink to, provide access to, modify, or commercially exploit in whole or in part any part of a Service, without the prior written consent of the Bank. Further, Customer shall not make any public announcements (including interviews) or publish any promotional or marketing materials, publicity or press releases, customer listings, testimonials or advertising in relation to the Accounts or Services or the subject matter of these terms and conditions without obtaining the prior written approval of Bank.

17.13 Know Your Customer. To assist in the prevention of the funding of terrorism and money laundering activities, applicable law may require financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for the Customer: when the Customer opens an Account, the Bank may ask for the Customer's name, address, date of birth (for natural persons), and/or other information and documents that will allow the Bank to identify the Customer. The Bank may also request and obtain certain information from third parties regarding the Customer. For purposes of this provision, the Customer, to the extent required by applicable law, shall include any Authorized Person or signatory on an Account.

Information. To fulfill the Bank's "know your customer" responsibilities, the Bank will request information from the Customer from time to time, inter alia, regarding the Customer's organization, business, Third Parties and, to the extent applicable, Authorized Persons and beneficial owner(s) of the Customer, the Customer's customers, and their beneficial owners, including relevant natural or legal persons, and the Customer shall procure and furnish the same to the Bank in a timely manner. The Bank may also request further information and/or documentation in connection with the provision of the Accounts or Services. Any information and/or documentation furnished by the Customer is the sole responsibility of the Customer and the Bank is entitled to rely on the information and/or documentation without making any verification whatsoever (except for the authentication under the security procedures, as applicable). The Customer represents and warrants that all such information

and/or documentation is true, correct and not misleading and shall advise the Bank promptly of any changes and, except as prohibited by applicable law, the Customer agrees to provide complete responses to the Bank's requests within the timeframes specified. The Customer will notify the Bank in writing if any Accounts or monies it holds or places with the Bank are subject to restrictions or otherwise held or received by the Customer in a capacity other than previously disclosed to the Bank, including monies being held for the benefit of third parties, whether as fiduciary or otherwise, monies subject to encumbrances, monies received as intermediary, processor or payment service provider, or arising from undisclosed business or similar sources. The Bank may, at its sole discretion and subject to such further conditions as it may impose, including execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds. Unless prohibited by applicable law, the Customer agrees to promptly disclose to the Bank activity in the Customer's Accounts that is suspicious or violates applicable laws or sanctions.

If the Customer fails to provide or consent to the provision of any information required by this Section, the Bank may close any Account or suspend or discontinue providing any Service without further notice.

17.14 Click-Thru and Electronic Signatures. The Bank may make Service Terms and Account Documentation available to the Customer via electronic means (including by posting on a Bank website or electronic signature platform). The Bank may request that an Authorized Person "click" or electronically sign to indicate the Customer's approval of such terms. The Customer agrees that the act of "clicking" its acceptance or applying its electronic signature (or any similar act which has the same effect) with respect to any such Service Terms or Account Documentation will be evidence of Customer's acceptance of such Service Terms and Account Documentation, to the same extent, and with the same force and effect, as if Customer had manually executed a written version of such Service Terms and Account Documentation.

18. Interpleader; Reimbursement.

18.1 Interpleader. The Bank may apply to an appropriate court for resolution of any dispute relating to the Customer's Accounts, including any dispute: (i) regarding the ownership of or entitlement to the funds; (ii) regarding the persons authorized to issue Instructions or act on behalf of the Customer; or (iii) by or amongst persons authorized to act or purportedly authorized to act on behalf of the Customer. If permitted by the court, the Bank may pay funds held by the Bank for the account of the Customer into the court pending resolution of such dispute.

18.2 Reimbursement. The Customer agrees to reimburse the Bank for any expenses, including its attorneys' fees and costs incurred in connection with the resolution of disputes (including interpleader proceedings) or in connection with the Bank's response to, any legal or regulatory process relating to an Account or the Services.

19. Provisional Recredit.

In connection with any dispute regarding an Account, the Bank may choose to credit the Account pending completion of the Bank's investigation of the dispute. If the Bank determines that the Customer is not entitled to such credit, then, the Bank may reverse the provisional recredit to the Account, even if that reversal results in an overdraft.

IN WITNESS WHEREOF, the Customer and the Bank have each caused these Account Terms to be executed by its respective duly authorized officer(s). These Account Terms shall be legally binding and deemed effective upon the date fully executed by both the Customer and the Bank.

(Customer)

Signature: _____
Print Name: _____
Title: Authorized Signatory
Date: _____

(second authorized signer if required)

Signature: _____
Print Name: _____
Title: Authorized Signatory
Date: _____

JPMORGAN CHASE BANK, N.A.
(Bank)

Signature: _____
Print Name: _____
Title: _____
Date: _____

ADDENDUM TO ACCOUNT TERMS (UNITED STATES OF AMERICA)

V1.13_06_23_23
(negotiated)

Accounts maintained by the Customer with the Bank are subject to the Bank's Account Terms. This addendum ("Addendum") amends or supplements the Account Terms with respect to Accounts maintained in the United States of America ("U.S.") and to Services provided in connection with such U.S. Accounts, regardless of the location where Services are provided. Capitalized terms used in this Addendum, and not otherwise defined, have the meanings set forth in the Account Terms. By using any Account maintained in the U.S., the Customer acknowledges receipt of, and agrees to be bound by, the Account Terms which includes this Addendum, each as may be amended or supplemented from time to time.

Section 2 of the Account Terms (Instructions; Security Procedures) is amended by adding the following provision:

- 2.3 The Customer represents and warrants to the Bank that the Customer has not requested funds transfer security procedures other than those expressly agreed by the Customer and the Bank.

Section 3 of the Account Terms (Deposits) is amended by adding the following provisions:

- 3.4 Verification; Adjustments. Receipts issued by the Bank for deposits are based solely on the amounts stated in the deposit ticket. Credits for Items received for deposit or collection (whether or not accompanied by a deposit ticket) are subject to verification and the Bank's receipt of final payment of deposited Items. The Bank may make adjustments to the Account for any errors appearing on deposit tickets or occurring during processing or otherwise, but the Bank has no obligation to do so for *de minimis* discrepancies.
- 3.5 Foreign Currency Items. The Bank may handle Items drawn on a non-U.S. bank or Items payable in a foreign currency on a collection basis, not for deposit, even if the Bank has received the Items in a deposit. The Customer may not receive provisional credit for such Items or, if provisional credit has been given, the Bank may revoke it. Credit for Items payable in a foreign currency will be converted into U.S. dollars at a foreign exchange rate and spread, and at such date and time, as the Bank determines in its discretion.
- 3.6 Endorsements. Endorsement must be placed on the back of Items only in the area within 1.5 inches from the trailing edge of the Item. The trailing edge of the Item is defined as the left-hand edge of the check looking at it from the front. If the Customer is authorized in writing to endorse Items on the Bank's behalf, the Customer agrees to comply with the endorsement standards of the Bank.
- 3.7 Encoding. If the Customer encodes information on an Item, the Customer warrants to the Bank and to all other collecting and paying banks of that Item that it is properly encoded and the Customer will be liable for losses related to encoding errors, including any loss due to delay in processing caused by an encoding error.
- 3.8 Return or Charge Back. The Customer should not use carrier documents (Items placed inside envelopes) in either high-speed forward or return cash letters. The Bank may charge the Account for Items returned unpaid to the Bank or for claims based on asserted unauthorized signatures, endorsements or alterations.
- 3.9 Collections. The Customer agrees that the Bank may collect any Item deposited to Customer's Account by electronic means. The Bank has no duty to inspect such Item during the deposit and collection process.
- 3.10 Variance. The Bank may agree with other banks and clearing houses to vary procedures regarding the collection or return of Items, and to vary applicable deadlines, to the maximum extent permitted by applicable laws, and rules, policies, operations and practices of the applicable clearing or settlement systems or payment networks (collectively "Rules & Regulations").
- 3.11 Substitute Checks. The Customer will not deposit any substitute checks (that are not returned Items) unless the Bank expressly agrees to accept such Items for deposit. In the absence of the Bank's express agreement, the Customer will be solely responsible for any loss or claim in connection with its use of substitute checks.
- 3.12 Night Depository Deposits. The Bank is not liable for any deposit made through the use of the Bank's night depositories until the Bank issues a written acknowledgement of the deposit. The Bank's count of the amount deposited in a night depository will be conclusive. The Customer is solely responsible for any loss that may be incurred before the Bank verifies the contents of the deposit.
- 3.13 Remotely Created Checks. If the Customer deposits a remotely created check ("RCC"), as such term is defined in Federal Reserve Regulation CC, the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn, authorized the issuance of such RCC in the amount and to the payee stated on the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from any breach of the foregoing warranty.
- 3.14 Electronically Created Items. The Customer should not deposit electronically created items ("ECIs") to its account, as such term is defined in Federal Reserve Regulation CC. ECIs are included in the definition of an Item. If the Customer does deposit an ECI, the Customer authorizes the Bank to debit the Customer's account for any claim, return or adjustment related to the ECI, and the Customer agrees to indemnify and hold the Bank harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly or indirectly from the Customer's deposit of the ECI.

- 3.15 ATM Cards. The Bank may issue one or more automated teller machine ("ATM") cards ("Cards") and personal identification numbers ("PINs") to Customer's employees or agents for use in initiating certain Account transactions at Bank owned ATMs. Unless otherwise agreed by Bank, Customer agrees that Cards will be used only at ATMs owned by the Bank and Customer shall be liable for any transactions and fees resulting from the use of such Cards. The Customer agrees that the types of transactions offered through the use of any Card may be limited by the Bank, in its sole discretion. The Bank may cancel any Card at any time and for any reason, and will notify Customer of such cancellation. The Customer agrees to obtain possession of and return to the Bank or destroy all cancelled Cards. If the Customer believes a Card or PIN has been lost or stolen, the Customer shall immediately contact the Bank's ATM call center. All ATM transactions are subject to verification. Any deposit transaction through an ATM that is not made on a business day or made after the Bank's designated cut-off time will be processed on the Bank's next business day.
- 3.16 Internet Gambling. The Customer agrees not to conduct any transactions through the Account that are directly or indirectly related to unlawful Internet gambling, including the acceptance or receipt of any funds or deposits in connection therewith. The term "unlawful Internet gambling," as used in this section, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb).

Section 4 of the Account Terms (Payment of Items) is hereby amended by adding the following provisions:

- 4.5 Cashing Items. The Bank may, in its discretion, cash Items drawn on an Account when presented by the holder. If a holder who is not a deposit customer of the Bank presents an Item drawn on the Account for cash, the Bank may refuse to cash the Item, or may charge the holder a fee for cashing the Item.
- 4.6 Signatures. If the Customer establishes an Account which purports to: (i) require two or more signatures on Items drawn on the Account, or (ii) limits the amount for which an Item can be issued, the Customer acknowledges that any such requirements are solely for the Customer's own internal control purposes. The Customer agrees that, provided that the Bank follows its usual and customary procedures for processing and paying Items, the Bank will not be liable for paying any Item (a) lacking the required number of signatures, or (b) in an amount exceeding the applicable limit.
- 4.7 Fraudulent Items. The Bank provides Services to which the Customer may subscribe, such as Positive Pay and Reverse Positive Pay, which are reasonably designed to prevent payment of unauthorized or altered Items. Customer agrees that failure to use such Services will constitute Customer negligence contributing to the making of an unauthorized signature or the alteration of an Item, and the Customer will assume the risk that Items paid against its Account may be unauthorized or altered. In that event, the Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent Items. The Bank shall not be required to re-credit Customer's Account or otherwise have any liability for paying such Items to the extent such Services would likely have prevented such loss.
- 4.8 Obscured Endorsements. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of processing delays caused by the Customer's: (i) issuance of an Item in such a manner that information, marks or bands on the back of the Item obscure endorsements; or (ii) placement of an endorsement on the back of the Item which obscures other endorsements.
- 4.9 Negotiation Outside of U.S. If an Item is transferred or negotiated outside of the U.S. and is subsequently sent to the Bank for deposit, collection or payment in the U.S., the Customer shall be deemed to make, to the Bank, the transfer and presentment warranties under the Rules & Regulations, as if such Item were negotiated or otherwise transferred in the U.S.
- 4.10 Stop Payments. A stop payment Instruction from the Customer will be effective with respect to an Item if: (i) the Bank has a reasonable opportunity to act on such Instruction prior to its payment or encashment, which shall be at least one (1) full Business Day following the Business Day on which the Bank received the Instruction; and (ii) the Instruction is in the form required by the Bank, the information is complete and is delivered to the location designated by the Bank. For purposes of this Section, "Business Day" means a day on which the Bank is generally open for business in the jurisdiction where the Account is maintained. Stop payment Instructions, unless otherwise provided, will be valid for one (1) year and will automatically renew up to six (6) additional years unless the Bank receives Customer's revocation of a stop payment Instruction. The Customer may request, through the Bank's call center or other authorized representative, a non-renewable stop payment, which will be effective for a period of time agreed to by the Bank. The Bank shall not be liable for any Item properly paid or cashed prior to the effective time of a stop payment request. The Customer acknowledges that a stop payment instruction does not limit or vary its obligation to pay the subject Item and, notwithstanding a stop payment instruction, the Bank may properly pay such an item to a person entitled to enforce it.
- 4.11 Standard of Care. Any Item issued by the Customer drawn on its Account shall be deemed to be endorsed in the name of the payee if: the Item is endorsed or deposited into an account in a name that is substantially similar to that of the payee; the payee is a fictitious person; the Customer was wrongfully or erroneously induced to issue the Item payable to the stated payee; the deposit of the item was accomplished by an employee entrusted with responsibility for the Item or person working in concert with such an employee; or the Customer or payee failed to act with ordinary care with respect to the Item. The Bank shall not be liable for any loss caused by the alteration or unauthorized signature or endorsement on any Item issued by the Customer, unless the Customer establishes that the Bank failed to handle the Item with ordinary care, and that such failure substantially contributed to the loss. If the Bank's failure to act with ordinary care substantially contributed to the loss on the item, the loss shall be allocated between the Customer and the Bank based upon the extent to which their respective failures to exercise ordinary care contributed to the loss. The Bank may process any Item by electronic means and is not required to inspect the Item paid by automated payment processing.
- 4.12 Non-Standard Items. The Customer assumes responsibility for losses that the Customer or the Bank may incur as the result of Customer issuing Items that do not meet industry standards for Items (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to Bank, or any Item which may be printed on various printing devices that allow size or font to vary).

Section 5 of the Account Terms (Funds Transfer Instructions) is amended by adding the following provisions:

5.4 Foreign Exchange.

(d) If the Bank accepts a funds transfer Instruction issued in the Customer's name for payment from its Account in the Account Currency to a beneficiary account the Bank determines is a Non Account Currency account, the Bank is authorized in its discretion to enter into a foreign exchange transaction to convert the Account Currency funds into an amount of the relevant Non-Account Currency of such beneficiary account and complete the funds transfer as provided in Section 5.4(a) above.

5.6 Funds Transfer by Check. If the Customer, through the Bank's funds transfer services, requests that payment be made by check, the Customer authorizes the Bank to debit the Customer's Account on receipt of the Instruction and to issue a check as agent for the Customer in accordance with the Instruction. If the Customer requests the Bank to place a stop payment on the check before the check has been presented for payment, such request must be clearly identified as a stop payment request, including the reference number given for the transaction, and it must be received by the Bank at a time and in a manner designated by the Bank from time to time. If the check is not presented for payment within one hundred eighty (180) days after issuance, the Bank may place a stop payment on the check and transfer the funds back to the Account.

5.7 Credit Entries Received Through Automated Clearing House (ACH) System. Credit given by the Bank to the Customer for an ACH credit entry shall be provisional, until the Bank receives final payment. If the Bank does not receive final payment, the Bank may revoke the provisional credit and charge back the amount of the entry to the Account, or obtain a refund from the Customer, in which case the originator of the credit entry shall not be deemed to have paid the Customer the amount of such entry. The Bank shall not be obligated to notify the Customer of the receipt of a payment order or ACH entry for credit or debit to an Account.

5.8 Same Day Amend and Cancel. The Customer may subscribe to a service to enable same day amendment and cancellation of payment orders. All cancellation or amendment messages sent to the Bank shall be in the format specified by the Bank and must be received by the Bank no later than such time as may be established by the Bank upon notice to the Customer.

5.9 Priority/Timed. The Bank will determine the order in which it processes payment orders. If the Customer's payment order bears the codeword "PRIORITY" in such field as the Bank specifies, the Bank will use reasonable efforts to execute such payment order in advance of the Customer's standard payment orders. If the Customer's payment order bears the codeword "TIMED" in such field as the Bank specifies, the Bank will endeavor, but will have no obligation, to process the payment order by the time requested by the Customer within the payment order. For "TIMED" payment orders, funds in the Customer's Account are reserved by the Bank on the payment value date until processed. For the avoidance of doubt, all payment orders are subject to the Bank's acceptance, and the Bank will have no liability for failure to process payments by the time requested by the Customer.

5.10 Real Time Payments. Payments received through the Real Time Payment System operated by The Clearing House Payments Company LLC ("RTP System") will be processed pursuant to the RTP Operating Rules and any other applicable Rules & Regulations, to which the Customer agrees to be bound. If the Customer receives a payment through the RTP System on behalf of another person or entity, such other person or entity must be a resident of, or otherwise domiciled in the United States. In the further transmission of any such payments, the Customer agrees to comply with all applicable US laws and regulations, including, without limitation, those administered by the US Office of Foreign Assets Control.

5.11 Messaging Standards. To the extent there is any inconsistency between a fund transfer financial messaging standard and the governing law set forth in Section 16.1, the governing law set forth in Section 16.1 will govern.

Section 6 of the Account Terms (Interest; Fees; Taxes) is amended by adding the following provisions:

6.4 Earnings Credit Account Analysis.

- (1) The Customer may instruct the Bank to calculate and apply the Earnings Credit Account Analysis service (the "ECR Service") on eligible Accounts. The Bank will calculate a credit (the "Earnings Credit") by applying an earnings credit rate (the "ECR") to all or a portion of the balances held in the eligible Account (the "ECR Balance").
- (2) The Bank will apply the Earnings Credit calculated for each billing period as an offset (an "ECR Application") against fees and charges actually incurred by the Customer during the same billing period for the use of the Bank's products or services, including, fees and charges related to certain products or services of the Bank and/or its affiliates (the "Charges"). The Bank shall determine the manner and sequence of the ECR Application in its sole discretion. Any excess Earnings Credit remaining after an ECR Application expires immediately and will not be carried forward or backward in relation to the billing period in which the Fees are charged. The Customer remains responsible for paying all remaining Charges after the ECR Application.
- (3) The Customer hereby acknowledges and agrees that: (i) Earnings Credit is not interest and, unlike interest, is not and will not be paid by the Bank to the Customer and has no equivalent cash value, (ii) Earnings Credit earned by the Customer may be utilized in an ECR Application against Charges owed by a different affiliate, subsidiary or related entity that agreed to participate in this ECR structure by executing the required terms; and (iii) various branches, subsidiaries and certain affiliates of the Bank may transfer to any other branch, subsidiary or affiliate of the Bank (a) any Earnings Credit earned by the Customer or any of its subsidiaries, affiliates or related entities and/or (b) their respective rights to receive payment in relation to Charges incurred by the Customer or its affiliates, subsidiaries, or related entities who are participating in the ECR Service.

- (4) The Customer represents and warrants to the Bank that it has made and will continue to make an independent assessment of the legal, regulatory, accounting, and tax implications of entering into this Addendum and the ECR Service, and acknowledges that the Bank makes no representation as to how the ECR Service or the Earnings Credit will be interpreted or treated for legal, tax, accounting or any other purpose.
- (5) The Bank, in its sole discretion, may terminate the ECR Service for any reason immediately. The Customer may terminate the ECR Service at any time upon notice to the Bank, provided, however that the Bank shall have a reasonable opportunity to act upon any termination request.

Section 7 of the Account Terms (Account Statements) is amended by adding the following provisions:

- 7.2 Images Sufficient. The Customer acknowledges that Account Statements and images of paid Items are available to it and are sufficient to allow it to make all examinations and reports of Account activity including errors, as required in this Section. The Bank is not required to return paid or cancelled Items with the Account Statement.
- 7.3 Obligation to Inspect. The Customer must notify the Bank in writing, within a reasonable period of time not to exceed 60 calendar days of the date of an Account Statement, of (i) the failure to receive the Account Statement, or (ii) any errors, unauthorized payments, charges, alterations, discrepancies or irregularities reported on the Account Statement ("Errors"). The Customer must notify the Bank in writing of any unauthorized, improper, or missing endorsements within six (6) months after the date of the Account Statement on which the Item was reported to have been paid. The Customer must provide the Bank with all information necessary for the Bank to investigate any claim based upon an endorsement or Error and must provide all supporting evidence that the Bank requests. Failure to comply with the time frames set forth above shall be deemed conclusive proof that the Customer failed to exercise reasonable care and promptness in examining Account Statements and paid Items or identifying Errors and that such failure may cause subsequent loss to the Bank. If the Customer fails to comply with the notice requirements set forth above, the Bank is not required to reimburse the Customer for the Customer's claimed loss and the Customer shall be barred from bringing any action against the Bank.
- 7.4 Inactive Accounts. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of six (6) or more months, the Bank is not required to provide an Account statement until additional activity occurs in the Account. If an Account has no activity other than charges assessed or interest credited by the Bank for a period of twelve (12) or more months, the Customer may be unable to access the Account until the Customer contacts the Bank.
- 7.5 Advice Services. The Customer may subscribe to Bank services for the delivery of account-related information ("Advices") to a party designated by the Customer, including information relating to credits and debits to a Customer account, and the return or rejection of certain payments. Advices may be sent via SWIFT, electronic mail, facsimile transmission, ordinary mail, telephone, through internet sites, or as otherwise agreed by the parties. The Customer is responsible for maintaining the accuracy of the information that is required for delivery of Advices, including the address, telephone and/or facsimile number of the recipient and, if applicable, the messaging components and conditions that will trigger the transmission of the Advices.

Section 10 of the Account Terms (Agents; Information) is amended by adding the following provision:

- 10.4 Offshoring. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. The Customer authorizes Bank to transfer Customer information to such affiliates, branches or units at such locations as the Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

Section 15 of the Account Terms (Account Disclosures) is amended by adding the following provisions:

- 15.5 Withdrawal Limitations on Certain Account Types. U.S. federal regulations limit the number of pre-authorized or automatic transfers or withdrawals or telephonic/electronic instructions (including check, draft, debit card or similar order payable to third parties) that can be made from a savings account (including a savings sub-account (as described below) and a money market deposit account) to a total of six (6) per calendar month or statement cycle or similar period. The Customer agrees to comply at all times with such restrictions. Exceeding these withdrawal limits may result in the Bank converting the savings account into a non-interest bearing demand deposit account, with any attendant changes in pricing and account terms and conditions. Further, the Bank is required by U.S. law to reserve the right to require at least seven (7) days' notice prior to a withdrawal from a savings account (including a savings sub-account) or an interest-bearing negotiable order of withdrawal account ("NOW Account").
- 15.6 NOW Accounts. The Customer, if eligible, may open a NOW Account. There is no limit on the number of withdrawals that the Customer may make from the demand deposit or NOW sub-account.
- 15.7 Administrative Subaccounts. The Bank is authorized, for regulatory reporting and internal accounting purposes, to divide an Account: (i) in the case of a demand deposit checking Account, into a non-interest bearing demand deposit sub-account and a non-interest bearing savings sub-account; (ii) in the case of a NOW Account, into an interest bearing NOW sub-account and an interest bearing savings sub-account, and, in both cases, to transfer funds on a daily basis between these sub-accounts in accordance with U.S. law at no cost to the Customer. The Bank will record the sub-accounts and any transfers between them on the Bank's books and records only. The sub-accounts and any transfers between them will not affect the Account number, balance requirement or use of the Account, except as described herein.

- 15.8 Savings Subaccounts. The Bank will establish a target balance for the Customer's demand deposit or NOW sub-account, which it may change at any time. To the extent funds in the demand deposit or NOW sub-account exceed the target balance, the excess will be transferred to the Customer's savings sub-account, unless the maximum number of transfers from the savings sub-account for that calendar month or statement cycle have already occurred. If withdrawals from the demand deposit or NOW sub-account exceed the available balance in the demand deposit or NOW sub-account, funds from the Customer's savings sub-account will be transferred to the demand deposit or NOW sub-account up to the entire balance of available funds in the savings sub-account to cover the shortfall and to replenish any target balance that the Bank has established for the demand deposit or NOW sub-account. If a sixth transfer is needed during a calendar month or statement cycle, it will be for the entire balance in the Customer's savings sub-account, and such funds will remain in the demand deposit or NOW sub-account for the remainder of the calendar month or statement cycle.
- 15.9 Branch Designation. The Bank, for its administrative purposes may designate a branch of the Bank as the branch of record of an Account which may be different from the branch at which the Account is opened. This designation requires no action on the part of the Customer and will not change the Bank's operations, Services or customer support.
- 15.10 No Fiduciary Relationship. Bank's relationship with Customer concerning the Accounts is that of a debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between Bank and Customer or any third parties regarding the Accounts.

Section 16 of the Account Terms (Governing Law) is amended by replacing Section 16.1 with the following provision:

- 16.1 Reserved.

Section 16 of the Account Terms (Governing Law) is amended by adding the following provision:

- 16.4 In the event the Bank is required to remit funds to any state as abandoned property, the Account may be charged for fees in remitting funds to that state. In addition, the Bank may charge fees in connection with its handling of dormant funds and accounts.

Section 17 of the Account Terms (Miscellaneous) is amended by adding the following provisions:

- 17.15 When the Customer provides the Bank any information requested by the Bank under its "Know Your Customer" or Anti-Money Laundering or other compliance policies pertaining to any natural or other persons, the Customer represents and warrants to the Bank that the Customer has obtained that person's consent that the Bank may make continued use of that person's information in order for the Bank to discharge any of its responsibilities in connection with "Know Your Customer" or Anti-Money Laundering, or other compliance purposes.
- 17.16 Beneficial Ownership. Customer agrees to adhere to the FinCEN Customer Due Diligence final rule which requires certain entities to provide and certify beneficial ownership information to the Bank at 10% and provide information on a controller when opening a new USD account. The Bank is required to collect and validate certain information (e.g. Name, Address, DOB, SSN or Passport # for non US individuals) for new accounts impacted by the rule. If an entity is exempt from rule, the Bank may require documentation to support the exemption.
- 17.17 Payable Through Accounts. If the Customer is a bank or financial institution and is not organized under the laws of the U.S., it shall not permit its customers to conduct banking transactions in the U.S. through the Customer's Account, and shall not provide its customers with check stock, drafts, wire transfer capabilities or any other means which would enable its customers to draw on the Customer's Account. These types of arrangements are typically called "payable through accounts" and are prohibited under these Account Terms. The Customer acknowledges that the sale of U.S. dollar checks or drafts to third parties is prohibited without the express written approval of the Bank.
- 17.18 No Advice. The Customer acknowledges and agrees that the Bank has not provided and will not provide any investment, tax or accounting advice or recommendation in relation to the Accounts or any investments made under any Service.
- 17.19 ERISA Status. The Customer will notify the Bank in writing, reasonably in advance of the Account opening, if any Accounts or monies it holds or places with the Bank are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), together with all the rules promulgated thereunder, or Section 4975 of the Internal Revenue Code, together with all the rules promulgated thereunder. The Bank may, in its sole discretion and subject to such further conditions as it may impose, including, without limitation, execution of further documentation in form and manner acceptable to the Bank, permit the holding of such Accounts or deposits or receipt of funds.
- 17.20 Additional Representation for ERISA Benefit Plans.
- (i) If the Customer is or represents a "benefit plan," as defined in Section 3(42) of ERISA, and U.S. Department of Labor Regulations Section 2510.3-101, as modified by Section 3(42) of ERISA (together, the "Plan Asset Rules" and each such benefit plan investor, a "Benefit Plan"), or is acting on behalf of one or more Benefit Plans, the Customer represents and warrants that:
- (6) the Bank has not or will not provide advice with respect to the services obtained by the Benefit Plan.
- (7) the Benefit Plan fiduciary (the "Plan Fiduciary") is independent of the Bank, and is not an individual acting for his or her own Individual Retirement Account, and such Plan Fiduciary is either (a) a bank as defined in Section 202 of the Investment Advisers Act of 1940 (the "Advisers Act"), or similar institution that is regulated and supervised and subject to periodic examination by a State or Federal agency; (b) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a Benefit Plan; (c) an investment adviser registered under the Advisers Act or, if not registered as an investment adviser under the Advisers Act by reason of paragraph (a)(1) of Section 203A of the Advisers Act, is registered as an investment adviser under the laws of the state in which it maintains its principal office and place of business; (d) a broker-dealer

registered under the Securities Exchange Act of 1934, as amended; or (e) has, and will at all times have, total assets of at least U.S. \$50,000,000 under its management or control;

- (8) the Plan Fiduciary is capable of evaluating investment risks independently, both in general and with respect to the Accounts and Services;
- (9) the Plan Fiduciary is a "fiduciary" with respect to the Benefit Plan within the meaning of Section 3(21) of ERISA, Section 4975 of the Code, or both, and is responsible for exercising independent judgment in evaluating the receipt of Services by the Benefit Plan;
- (10) the Bank has not exercised any authority to cause the Benefit Plan to agree to these Account Terms; and
- (11) the Plan Fiduciary has been informed (a) that the Bank is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity in connection with the Services; and (b) of the existence and nature of the financial interests of the Bank, as disclosed in the Account Terms and Service Terms.

(ii) The representations and covenants in the above clauses are intended to comply with the U.S. Department of Labor's Reg. Sections 29 C.F.R. 2510.3-21(a) and (c)(1) as promulgated on April 8, 2016 (81 Fed. Reg. 20,997). If these regulations are revoked or repealed, these representations shall be deemed no longer in effect.

17.21 FDIC Part 370 Disclosure. If the Customer's Account is eligible for "pass through" deposit insurance from the Federal Deposit Insurance Corporation (the "FDIC") as set forth in the Federal Deposit Insurance Act and 12 CFR § 330, then the Customer acknowledges and agrees that if the Bank becomes insolvent or enters into receivership (hereinafter a "Bank Receivership"), the Customer will: (a) cooperate fully with the Bank and the FDIC in connection with determining the insured status of funds in each Account, and (b) provide the FDIC with the information that identifies each beneficial owner and its interest in the funds in each such Account within 24 hours of the Bank Receivership, unless it falls within one of the enumerated exceptions in 12 CFR 370.5(b). The information described in (b) must be sent to the Bank in the format specified by the FDIC (see: www.fdic.gov/regulations/resources/recordkeeping/index.html). The Bank shall provide the Customer an opportunity to validate its capability to deliver the information described in (b) in the format specified by the FDIC so that a timely calculation of deposit insurance coverage for the Account can be completed.

The Customer further acknowledges and agrees that following a Bank Receivership: (i) a hold will be placed on each Account once a receiver of the Bank is appointed so that the FDIC can conduct the deposit insurance determination and such hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance coverage for each Account; (ii) its failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against the Customer from the beneficial owners of the funds in the applicable Account; and (iii) failure to provide the data the FDIC requires may result in the applicable Account being frozen until the information is received, delaying receipt of FDIC insurance proceeds.

Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as the Bank's receiver, and the FDIC is considered a third party beneficiary of this section.

IN WITNESS WHEREOF, the Customer and the Bank have each caused this Addendum to be executed by its respective duly authorized officer(s). This Addendum shall be legally binding and deemed effective upon the date fully executed by both the Customer and the Bank.

(Customer)

Signature: _____
Print Name: _____
Title: Authorized Signatory
Date: _____

(second authorized signer if required)

Signature: _____
Print Name: _____
Title: Authorized Signatory
Date: _____

JPMORGAN CHASE BANK, N.A.
(Bank)

Signature: _____
Print Name: _____
Title: _____
Date: _____

AVAILABILITY POLICY - FOR ACCOUNTS MAINTAINED IN THE U.S.

The Bank's policy is to make funds available to the Customer on the same, next or second business day after the day of deposit depending on the type of deposit and when the deposit is made as described below. If the Customer will need the funds from a deposit immediately, the Customer should ask the Bank when the funds will be available.

A. Determining the Day of a Deposit. If a deposit is made to an account on a business day before the Bank's cutoff time established for that location (which will be no earlier than 2 p.m. local time), then the Bank will consider that day to be the day of deposit. However, if a deposit is made after the cutoff time or on a day that is not a business day, then the Bank will consider the deposit to have been made no later than the next business day. For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. Availability with respect to any deposit will be determined by the location of the banking center or other facility where the deposit was received. For deposits made at the Bank's automated teller machines (ATMs) the cutoff time is 11 p.m. Eastern Time unless otherwise noted on the ATM screen.

B. Same Day Availability. Funds from the following deposits made at a banking center or at an ATM that do not require deposit envelopes will be available on the business day the Bank determines the deposit is made:

- Cash;
- Wire transfers; and
- Electronic direct deposits to an account.

C. Next Day Availability. Funds from the following deposits are available on the first business day after the business day the Bank determines the deposit is made:

- U.S. Treasury checks that are payable to the Customer;
- Checks drawn on a Bank affiliate that holds the applicable account (excluding a Controlled Disbursement site); and
- At least, the first \$225 from a day's total deposits.

If the deposit is made in person to a Bank employee, funds from the following deposits are also available on the first business day after the business day the Bank determines the deposit is made:

- State and local government checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center is used;
- Cashier's, certified, and teller's checks that are payable to the Customer, if a special deposit slip, available upon request at any Bank banking center, is used; and
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to the Customer.

If a special deposit slip is not used, availability of funds from these deposits will follow the schedule identified in the Availability of Other Check Deposits section below.

D. Availability of Other Check Deposits. Generally, funds from all other deposits of checks drawn on banks (as defined in Federal Reserve Regulation CC) will be available no later than the second business day after the day of deposit. Checks that require special handling may receive delayed availability. The amount of funds available to the Customer will be reduced by the amount of any deposited check that is returned unpaid. If the Bank reprocesses the check, the funds will become available no later than the second business day after the business day in which the check is reprocessed.

E. Longer Delays May Apply. In some cases the Bank may not make all of the funds that are deposited by check available. Depending on the type of check deposited, funds may not be available as set forth above. However, the first \$225 of the aggregate deposit will be available on the first business day after the day of deposit.

If the Bank is not going to make all of the funds from a deposit available at the times shown above, it will notify the Customer and specify when the funds will be available. If a deposit is not made directly to a Bank employee, or if the Bank decides to take this action after the Customer has left the premises, the Bank will mail or otherwise send the notice to the Customer by the business day after the day of deposit.

Funds deposited by check may be delayed for a longer period under the following circumstances:

- The Bank believes a deposited check will not be paid;
- Deposited checks for all of the Customer's accounts total more than \$5,525 in any one day;
- The Customer redeposited a check that has been returned unpaid;
- The Customer has overdrawn one or more of its accounts repeatedly in the last six months; or
- There is an emergency, such as failure of communications or computer equipment.

In such circumstances, funds will generally be available no later than the seventh business day after the day of deposit. Inclement weather or transportation problems may lead to additional delays under certain availability schedules. Customer may have specific availability schedules related to a banking service.

F. Special Rules for New Accounts. If the account is a new account, the following special rules may apply during the first thirty days the account is open:

- Funds from deposits of the first \$5,525 of that day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks payable to the Customer will be available on the first business day after the day of deposit. The excess over \$5,525

will be available no later than the ninth business day after the day of deposit. If the deposit of checks (other than U.S. Treasury checks) is not made in person to one of the Bank's employees, the first \$5,525 may not be made available until the second business day after the day of deposit; and

- Funds from all other check deposits will be made available no later than the fifteenth business day after the day of deposit.

G. Large Dollar Deposits. The U.S. Federal Reserve Banks will not forward process any Item over \$99,999,999.99 and considers such Items as "non-cash items." Such Items should not be deposited in the Account. If Customer does deposit such an Item, the Bank may refuse to process such Item or handle it as a collection Item. If handled as a collection Item, Customer credit and availability will be deferred accordingly.

This Availability Policy and availability schedules may be changed without notice.

© 2021 JPMorgan Chase & Co. All rights reserved.

JPMorgan Chase Bank, N.A. Member FDIC.

ELECTRONIC SIGNATURES SERVICE TERMS

V1.4_11_17_20

These Service Terms set forth the terms and conditions upon which the Bank will accept documents and Instructions related to the Account and Services (including commercial card services, if applicable) signed by any person authorized to sign such documents on behalf of the Customer ("Authorized Signer") using an electronic signature ("E-Signed Document"). The provisions of the account documentation, including terms and conditions governing the operation of Accounts and Services ("Account Documentation") are incorporated into these Service Terms by reference. Capitalized terms used in these Service Terms, unless otherwise defined herein shall have the meanings set forth in the Account Documentation. Neither the Customer nor the Bank are obligated to use or accept electronic signatures. The Customer may request that a document presented to it through a Platform be provided for manual signature. The Bank may require that the Customer provide a document or instruction manually signed by an Authorized Signer along with evidence of the Authorized Signer's authority to execute such document or instruction.

- 1. Eligible Platforms.** By using an eligible e-signature platform ("Platform") to send an E-Signed Document to the Bank, the Customer shall be deemed to accept these Service Terms and provide consent to use the below Platforms to send and receive any document and information related to the Account and Services (including commercial card services, if applicable) to and from the Bank, which for the avoidance of doubt shall be binding on the Customer (to the exclusion of any terms and conditions provided by the Customer). The Bank only accepts E-Signed Documents signed through Platforms acceptable to the Bank on the terms set forth herein. The Bank may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by the Bank or internally by the Customer. A list of Platforms is available from JPMorgan upon request. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer's email address and timestamp ("Completion Document").
- 2. Configuration of Platforms.** The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. The Bank is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact the Bank or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Service Terms will in no way be affected by a Customer's choice not to use a security feature.
- 3. Authority Documents; Personal Data.** The Customer has separately provided the Bank with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers ("Personal Data") for each Authorized Signer ("Authority Documents"). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify the Bank if there are any changes to the Authority Documents, including if an Authorized Signer's authority is modified or revoked. The Bank is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where the Bank initiates the signing event, the Bank will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law, including banking secrecy, if applicable. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of two years.
- 4. Bank's Review of E-Signed Documents.** Upon receiving an E-Signed Document, the Bank will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. The Bank will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by the Bank. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.
- 5. Customer Representations and Warranties; Acknowledgements.** The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that the Bank has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.
- 6. Limitation of Liability; Indemnification.** Bank assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of the Bank accepting E-Signed Documents, the Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from

and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the Bank's reliance on these Service Terms or on an E-Signed Document executed on behalf of the Customer.

- 7. Governing Law.** Without prejudice to any other provision in the E-signed Documents relating to governing law, these Service Terms and any non-contractual obligations arising out of or in relation to its terms shall be (i) with respect to Accounts located in North America, Central America, South America, Asia (except the People's Republic of China ("**PRC**"), India and Vietnam), Australia and New Zealand, governed by and construed in accordance with the laws of New York (except as set forth herein), (ii) with respect to Accounts located in Europe, the Middle East and Africa, governed by and construed in accordance with the laws of England, (iii) with respect to Accounts located in India, governed by and construed in accordance with the laws of India, (iv) with respect to Accounts located in the PRC, governed by and construed in accordance with the laws of the PRC, (v) with respect to Accounts located in Vietnam, governed by and construed in accordance with the laws of Vietnam, and (vi) with respect to commercial card services, governed and construed in accordance with the laws of New York. Any disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of the country or state at which the relevant Account is located, without reference to the conflicts of laws provisions thereof, provided, however, for Accounts located in the PRC, any such disputes will be submitted for resolution to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration which shall be conducted in accordance with CIETAC's arbitration rules in effect at the time of applying for arbitration and the hearing place shall be Beijing. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.
- 8. Entire Agreement.** These Service Terms shall constitute the entire agreement between Bank and Customer with respect to the use and acceptance of electronic signatures related to the services provided under the Account Documentation. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on Bank or the Customer.

Consolidated Service Terms

J.P. Morgan Chase provides an array of treasury services to meet your business needs. This booklet contains important information about J.P. Morgan Chase solutions that we provide. If you would like to add a service that is covered in this booklet, please contact your Commercial Banking Representative.

**TREASURY SERVICES (UNITED STATES)
COMMERCIAL BANK**

Welcome to JPMorgan Chase Bank, National Association ("J.P. Morgan", "Chase", or "Bank"). We are pleased that you have decided to maintain a banking relationship with us. This Consolidated Service Terms booklet ("Booklet") contains the terms and conditions for certain cash management services ("Service Terms") J.P. Morgan may provide to you. By executing the Account Terms Acceptance Letter, Certificate Regarding Accounts, Business Signature Card, service implementation form or similar document, or by using or continuing to use any of the services referenced herein after receipt of this Booklet, you agree that the Service Terms included in this Booklet, in addition to the Account Terms and such supplements, amendments, notices and additional service terms provided to you from time to time will govern your existing and future deposit accounts maintained with us, in addition to those services that the Bank provides to you, as applicable.

This Booklet includes Treasury Services Service Terms applicable to all Commercial Banking customers. All Service Terms are subject to the Bank's Account Terms. Any modifications to this Booklet, including but not limited to any changes, amendments, deletions, and/or additions, will not be binding upon the Bank unless such modifications are acknowledged and agreed to in writing by an officer of JPMorgan Chase. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

We look forward to serving your business needs and thank you again for choosing Chase.

SERVICES FOR CUSTOMERS

A.	ACH Origination Service Terms	V2.2_10_28_22
B.	ACH Transaction Blocking ACH Transaction Blocking with Positive Pay and ACH Transaction Review Service Terms	V1.3_07_28_23
C.	Lockbox Service Terms	V1.5_05_20_21
D.	Coin and Currency Service Terms	V1.6_12_06_19
E.	Positive Pay Reverse Positive Pay and Payee Verification Terms	V1.5_01_04_23
F.	Controlled Disbursement Service Terms	V1.4_10_25_13
G.	Image Cash Letter Service Terms	V1.10_05_24_21
H.	Check Print Service Terms	V2.0_07_17_20
I.	ACH Tax Payment Service Terms	V1.1_11_26_13
J.	Remote Capture Services Terms	V1.3_10_16_19
K.	JP Morgan TS Electronic Channels Service Terms	V4.2_02_12_20
L.	Healthcare Link Processing Service Terms	V1.3_08_25_22

SERVICE TERMS – CONSOLIDATED SERVICE TERMS BOOKLET

The services described herein (each a "Service") are subject to the Bank's Account Terms (as may be amended from time to time), which are hereby incorporated by reference into each Service Terms. By using any of the Services described hereunder, the Customer acknowledges that it has received and agreed to the Account Terms, as supplemented by these Service Terms. Capitalized terms in the Service Terms, unless otherwise defined herein, shall have the meanings set forth in the Account Terms

A. ACH ORIGATION SERVICE TERMS

The origination of ACH Entries and the transmission and issuance of other transactions and information will be pursuant to these Service Terms and the Operating Rules and Guidelines (collectively the "Rules") of the National Automated Clearing House Association. Capitalized terms used in these ACH Service Terms, unless otherwise defined in the account documentation or these Service Terms, shall have the same meanings as set forth in the Rules. Customer and **JPMorgan Chase Bank, N.A.** (the "Bank") agree to comply with and be bound by the Rules as in effect from time to time.

1. Service. Bank provides automated clearing house ("ACH") origination services that will enable Customer to do one or more of the following:

- originate ACH Debit Entries;
- originate ACH Credit Entries; and
- instruct the Bank to issue or transmit prenotifications, reversals, requests for return, notifications of change or other information pertaining to the Entries.

Origination of ACH Credit Entries and origination of ACH Debit Entries are two separate services and approval or set up for one ACH service does not automatically create the ability to utilize the other. Further, the Customer's origination of WEB, TEL and IAT Entries requires additional pre-approval by the Bank; if the Customer attempts to originate such Entries without first obtaining such approval, the Entries may be suspended, delayed or rejected pending completion by the Bank of product due diligence, know-your-customer and/or other review as the Bank determines to be necessary in its discretion. The Rules and these Service Terms shall apply to all Entries, whether or not transmitted through an ACH Operator.

It is Customer's responsibility to provide Entries and instructions to Bank with all the necessary information to complete Customer's requested transactions. Customer agrees to transmit Entries to Bank in the manner, at the times and in accordance with approved media, content and format as agreed by Bank and Customer. Bank may reject or delay processing transactions or information if instructions are not complete or are inaccurate, contain an inactive Company ID or otherwise do not meet the criteria Bank specifies for acceptance. All requests to Bank must be received by Bank before Bank's established cut-off time in order for processing to commence on that ACH processing day. Any request that is incomplete or that Bank finishes receiving after the relevant cut-off time will be processed by Bank on the next day Bank processes ACH transactions. All transactions are subject to acceptance by Bank. Bank will notify Customer of any transactions or other transmissions that are rejected or returned. If Customer wants Bank to re-process those transactions or transmissions, Customer must correct them and re-submit them. Customer agrees to furnish Bank with copies of any authorizations or notifications, if requested, as well as any other information reasonably requested by Bank relating to Entries originated by the Customer. Customer shall provide Bank's auditors and other personnel with reasonable access at all reasonable times to the Customer's facilities, data and records relating to the initiation of Entries for the purpose of auditing Customer's compliance with these Service Terms and the Rules.

2. Security and Data Protection Procedures. All instructions received by Bank in Customer's name are subject to verification pursuant to mutually agreed security procedures. If Bank follows those procedures, Bank may process and transmit transactions or information in Customer's name. Unless Customer and Bank both otherwise agree, transmissions to Bank will be authenticated and/or encrypted using commercially reasonable security technologies meeting standards acceptable to Bank. If Customer uses a security procedure other than as described above, Customer acknowledges that Customer refused Bank's security procedure and chose another and Customer agrees to be bound by any transaction, whether or not authorized, issued in Customer's name and accepted by Bank in compliance with the security procedure Customer chose. If Customer elects not to utilize recommended message authentication and/or encryption technology, Customer assumes all responsibility for unauthorized disclosure or unauthorized access to Customer's data that occurs during transmission or while such data is in storage. Customer shall not disclose any Receiver's account number or routing number to any third party for such third party's use, directly or indirectly, in initiating a separate Debit.

3. Settlement and Exposure Limits. On the settlement date, Bank will credit Customer's account with Bank that Customer specifies for the total of:

- Customer's Debit Entries that Bank processed for settlement that day;
- RCCs issued for deposit to Customer's account on that day; and
- any returned or reversed Credit Entries.

Bank may delay the availability of funds deposited into Customer's account by Debit Entry or RCC until those transactions cannot be reversed in accordance with the Rules or applicable law.

Bank will debit Customer's account with Bank that Customer specifies for the total of Credit Entries processed in Customer's name and for any returned Debit Entries and RCCs. Bank may require Customer to pay Bank the amount of any Credit Entries on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of Credit Entries and/or Debit Entries and RCCs that Bank will release on Customer's behalf. Bank may change or cancel the limits at any time without prior notice to Customer; although Bank will try to notify Customer before Bank does that.

- 4. Warranties; Indemnity.** Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the Rules. In the case of an Entry to another account with Bank, warranties will be deemed to be given as of the time Bank first processes the Entry. Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the Rules or the conformity of Entries and other data Bank transmits to the file specifications contained in the Rules. The Customer further represents, warrants and covenants that (a) each Entry and RCC it originates will comply with all applicable U.S. laws and regulations and acknowledges that Entries may not be initiated that violate the laws of the United States, (b) unless Customer has identified itself to Bank as a Third Party Sender (as defined in Section 7) and obtained Bank's express consent to originate Entries as a Third Party Sender, Customer will not originate any Entries, or use any of its Company IDs to originate Entries, on behalf of third parties (including, without limitation, any affiliate of Customer), and (c) Customer will not permit a third party to originate Entries using a Customer account as the offset account unless Customer obtains Bank's express consent to do so. Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under these Service Terms and (b) compliance by Bank and the RDFI with any request Customer makes for a cancellation, stop payment, reversal or recall of any Entry or any RCC created by Bank under Section 1 hereof.

Bank shall have no responsibility for any delay by any ACH Operator or RDFI in processing any Entry the Bank transmits to the ACH Operator or failure to process or credit or debit any such Entry.

- 5. Stop Payments; Reversals and Recalls; Rejections.** Customer's instruction to cancel, stop payment of, reverse or recall one or more Entries must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the RDFI. Instructions to reverse or recall an ACH Credit Entry that are not initiated by Customer in time to meet the prescribed NACHA deadline for reversals may be originated by Bank as a Debit Entry; Customer shall obtain authorization from the Receiver in accordance with the Rules for any such Debit Entry and all other terms of these Service Terms applicable to Debit Entries shall apply. Entries or other instructions may not be amended or modified.

If Customer originates Debit Entries to an account or accounts at a financial institution that is not a Participating Depository Financial Institution in the ACH system (such account hereafter called a "Non-ACH Eligible Account"), all such Debit Entries will be rejected unless Customer subscribes to a service, subject to Bank's prior consent, pursuant to which Bank will process each such Debit Entry to a Non-ACH Eligible Account by preparing a remotely created check, as such term is defined in Federal Reserve Regulation CC (an "RCC"), on the Customer's behalf. The RCC will be drawn in the amount and on the Non-Eligible ACH Account of the individual or entity specified as the receiver in the Customer's instructions and will be deposited to the Customer's designated account with Bank. Such RCC will thereafter be processed through the check clearing system. If the Customer is using such service, the Customer hereby authorizes the Bank to create each RCC as described herein and the Customer warrants to the Bank, with respect to each RCC, that the person on whose account the RCC is drawn authorized the issuance of such RCC in the amount and to the payee stated in the RCC. The Customer authorizes the Bank to debit the Customer's account for any claim or return based upon an unauthorized RCC. All other terms herein related to Entries shall also apply to RCCs created under this Section. The Bank shall not create or process RCCs or other paper drafts in lieu of ACH Debits under any circumstances other than for Non-ACH Eligible Accounts and only when the Bank has consented to provide such service, even if the Customer includes an instruction in its file for the Bank to otherwise originate an RCC or paper draft.

- 6. Third Party Service Providers.** Customer may choose to use a third party service provider or service bureau to issue Entries or other instructions, handle returned Entries or perform other functions for and on Customer's behalf. If Bank accepts such Entries or other instructions, Customer will be bound by them. Customer is responsible for all actions taken or not taken by Customer's provider and Customer is responsible for all costs and expenses of Customer's provider.

- 7. Notification to Bank if Customer is or Becomes a Third Party Sender.** Customer will not initiate Entries as a Third Party Sender or otherwise originate Debit Entries or Credit Entries on behalf or for the benefit of other persons or entities without prior notification to, and approval of, the Bank. Accordingly, Customer will notify Bank if Customer at any time intends to become a Third Party Sender and will not commence such activity unless and until Bank approval is obtained.

- 8. IAT Entries.** If Customer is originating Entries that are required to be formatted under the Rules as IAT Entries, Customer will comply with all applicable Rules relating thereto, and Customer will originate such Entries only through one of Bank's ACH origination channels that support IAT origination. Some of Bank's ACH origination channels do not accommodate IAT Entries; upon request, the Bank will advise Customer as to which of Bank's ACH origination channels can be used for IAT origination.

If a foreign currency conversion is performed by Bank in connection with an IAT Entry, Customer acknowledges that the foreign currency exchange rates fluctuate, and accepts the risk of such fluctuation, including fluctuations in rate between the time Customer submits the Entry Data Instructions and the time the transaction is executed and/or reversed, returned or recalled. Any payment returns and/or reversals will be credited to Customer's account in the currency in which Customer's account is denominated, and Customer is responsible for any rate fluctuations.

In the event of an erroneous or duplicate IAT Entry originated for payment to a receiving bank outside the United States, the rights of Bank and Customer with respect to reversal or recall of such Entry are subject to the laws, regulations and payment system rules of the receiving bank's jurisdiction.

Customer acknowledges and agrees that IAT Entries may be delayed in processing or posting due to the Bank's or RDFI's review of such Entries for OFAC compliance. Further, Customer understands and acknowledges that unlike PPD Credit Entries, there is no requirement under the Rules that IAT Credit Entries that are made available to an RDFI by its ACH operator by 5:00 pm on the banking day prior to the Settlement Date be made

available to the Receiver at the opening of business on the Settlement date; cleared IAT Credit Entries must be made available no later than the Settlement Date of the Entry, but funds are not required to be available at opening of business on the Settlement Date.

- 9. Same Day Entries.** The terms set forth in this Section 9 apply to any Same Day Entry, as such term is defined in the Rules, originated by the Customer. From and after the effective date specified under the Rules for Same Day Credit Entries and Same Day Debit Entries (or such other dates as may be communicated to the Customer by the Bank), subject to the conditions set forth in this Section 9, any Credit Entry or Debit Entry submitted to the Bank that meets the criteria set forth in the Rules for a Same Day Entry ("Same Day Criteria") may be processed and released by the Bank in such time and manner as to enable same day processing and settlement by the applicable ACH Operator and RDFI.

The Bank may, in its sole discretion, provide the Same Day ACH Service to its customer segments on either an opt-out basis or an opt-in basis. If the Service is provided to the Customer on an opt-out basis, any Credit Entry or Debit Entry transmitted to the Bank in the name of the Customer that meets the Same Day Criteria may be processed as a Same Day Entry (from and after the Respective Implementation Date), and the Customer will be charged applicable fees for such processing. The Customer may elect to exclude transactions from Same Day ACH processing by notifying the Bank in writing (or by such other means as the Bank may specify) of specified Company IDs that the Customer wants to exclude from Same Day ACH processing even if the Same Day Criteria are met. In such case, the Bank will exclude files/Entries with such Company IDs from the Service. If the Service is provided to the Customer on an opt-in basis, the Customer may request that its originated Entries meeting the Same Day Criteria be processed on a same day basis; otherwise, such Entries will not be processed on a same day basis. As a result of the implementation of the Same Day ACH processing, there may be changes to the posting times for Entries; Same Day ACH Entries as well as Entries originated to accounts of Receivers at the Bank may be posted to Receivers' accounts earlier than posting was occurring prior to implementation of Same Day ACH processing. Notwithstanding anything to the contrary contained in these Service Terms, certain Bank transmission channels will not provide capability for origination of Same Day ACH Entries or will provide such capability at a later time than other channels.

- 10. Incorporation of Account Documentation; Termination.** The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Origination Services, Customer agrees to these Service Terms. In addition to Bank's termination rights under the aforementioned documentation, Bank shall have the right to terminate or suspend these Service Terms and the Services upon notice to Customer in the event of the Customer's breach of the Rules.

B. ACH TRANSACTION BLOCKING/ACH TRANSACTION BLOCKING WITH POSITIVE PAY AND ACH TRANSACTION REVIEW SERVICE TERMS

1. ACH Transaction Blocking

- (a) **Service.** JPMorgan Chase Bank, N.A. ("Bank") provides a service that allows Customer to block and return ACH debit and credit entries originated to Customer's account with Bank. Customer can select from a variety of authorization or blocking criteria and advise Bank in a manner and form acceptable to Bank. Bank will return any blocked transaction indicating that the ACH debit was not authorized or that the ACH credit was refused.
- (b) **ACH Company IDs.** If Customer elects an option that blocks or allows ACH debits or credits from specified companies, Customer will be solely responsible for obtaining the correct ACH Company ID for each such Originator. Customer must supply the Bank, through the designated user interface, with the applicable ACH Company ID of the Originator as it appears on the Company/Batch Header Record. The ACH Company ID will be the sole criterion for blocking debit and credit entries (unless Customer has also set maximum dollar limits) and Bank will have no obligation to take any other steps to determine the identity of the Originator

Customer understands that ACH Company IDs are not unique and that an ACH Company ID may identify more than one Originator, and one Originator may have multiple ACH Company IDs. Customer understands that ACH Company IDs are not a perfect filter and that transactions from Originators may be blocked or allowed if the Originator uses an ACH Company ID other than the one Customer identifies. Bank will not be responsible for transactions blocked or allowed in accordance with the instructions Customer provides for the ACH Company ID.

2. ACH Transaction Blocking with Positive Pay

- (a) **Service.** Bank also provides a service that allows Customers who are currently setup on ACH Transaction Blocking to elect an optional billable feature which provides notification to Customers prior to posting or return of any ACH debit entries and/or credit entries identified as unauthorized and/or authorized, regardless of established ACH Transaction blocking parameters set by Customer.
- (b) Bank will provide such notification to Customer by a method prescribed by Bank, and Customer shall have an opportunity to provide instructions to Bank prior to a designated cut-off time ("Cut-Off Time")s, and in a manner and form acceptable to the Bank, to either (a) allow the debit Entries and/or credit Entries to post rather than returning them (where the Customer's Block rule specifies return of such Entry), or (b) return the debit Entries and/or credit Entries instead of allowing them to be processed (where the Customer's Block rule specifies processing of such transactions). If the Customer does not provide such instructions prior to such designated cut-off time or if an Entry with a same day effective date is received after such designated cut-off time, Bank will disposition such Entries in accordance with the Customer's established ACH Transaction Block rules for that account.
- (c) Additionally, Customer may provide instructions to Bank prior to a designated Entry cut-off time, and in a manner and form acceptable to the Bank to add allowable or non-allowable IDs to their ACH Transaction Blocking profile rule directly from transactions details presented for decisioning.
- (d) Settlement and availability of funds may be delayed as a result of an ACH transaction held until the Cut-Off Time.

3. ACH Transaction Review

- (a) **Service.** Bank provides a service that allows Customer to review ACH debit and credit entries originated and posted to Customer's account with Bank and to instruct Bank to return some or all of these transactions. Customer shall use filter criteria available through the service to select the types or categories of incoming ACH debit and/or credit transactions it wishes to review or Customer may elect to review all incoming ACH transactions subject to Section 2(d) below.
- (b) **Review and Return Process.** Based upon the filter criteria selected by the Customer, ACH transactions meeting that criteria will be made available for Customer to review not later than a designated time on the banking day following the day on which the transactions are posted to the Customer's account. The details provided by Bank for each entry will include account number, dollar amount, ACH Company ID, receiver's name, standard entry class code and settlement date.
- (c) Customer shall advise Bank by means of an agreed upon transmission method not later than Bank's designated cut-off time on the same day as transaction information is made available for those transactions, if any, that are unauthorized and that Customer wishes to return. Bank is entitled to rely on any instructions which it receives and which it reasonably believes to be genuine. Bank shall return all such transactions and make corresponding adjustments to the Customer's account to which the transactions had been posted. All transactions reported to Customer as to which Bank does not receive a timely return instruction from Customer will remain posted or be returned based on the Transaction Review profile default decision setting established by the Customer.
- (d) **Certain Reviewed Transactions Maybe Returned/Posted Despite Instructions.** Certain transactions reviewed and approved by the Customer may nevertheless be returned by the Bank. This will happen if (i) there are insufficient funds in the Customer's account to cover the amount of an ACH debit or other charge, (ii) a stop payment was previously placed on the transaction, or (iii) the Bank determines the transaction must be returned for legal or regulatory reasons. Certain transactions that the Customer advises should be returned may nevertheless be posted by the Bank; these include ACH debits or credits to the Customer's account that the Bank posts pursuant to its internal procedures in order to comply with applicable law, regulations or payment system rules or guidance.

4. ACH Transactions Not Subject to ACH Transaction Blocking, ACH Transaction Blocking with Positive Pay or ACH Transaction Review.

Notwithstanding anything to the contrary in these Service terms, the following types of ACH transactions will not be made available for Customer's review and decisioning:

- debits or credits to Customer's account to offset any ACH entries originated by Customer through Bank ;
- reversals of previously received ACH entries.
- returns or reversals by the RDFI of ACH entries originated by Customer through Bank;
- reclamation entries;
- debits or credits to Customer's account initiated by Bank or Bank's agent or affiliate to correct processing errors, effect back valuations, make other adjustments, or to comply with legal requirements or for fees or charges Customer owes Bank or Bank's affiliates; and
- if Customer is also subscribing to the ACH Transaction Blocking service, any transactions blocked and returned pursuant to that service.

5. Incorporation of Account Documentation.

The provisions of the account documentation, including terms and conditions governing the operation of business accounts and services, are incorporated into these Service Terms by reference. By acknowledging or signing the applicable account documentation or by using or continuing to use the ACH Transaction Blocking and/or Transaction Review Services, Customer agrees to these Service Terms.

C. LOCKBOX SERVICE TERMS

Lockbox is a remittance processing Service offered to customers to support their accounts receivables business needs. Through this service, the Customer's remittance deposits are sent to a Post Office Box and picked up by the Bank and delivered to or via courier for further processing and posting to the Customer's deposit account.

1. Lockbox Service.

The Bank shall provide the Customer remittance processing and deposit services as described in these Service Terms (the "Service" or "Lockbox Service") to support its accounts receivables business needs. Through this Service, the Customer's remittances are sent to a designated post office box ("Post Office Box") and/or delivered to or via courier to the designated Bank location by the Customer. The Bank will maintain the Post Office Box for the Customer's remittances and will have unrestricted and exclusive access to the Post Office Box while providing the Lockbox Service. The Bank may direct the Customer to include specific codes or formats within its assigned address in order to ensure mail is identified correctly. The Customer is responsible for ensuring its customers' payments to Customer are properly addressed in order to prevent delays in processing. Customer agrees not to send cash to the Bank in connection with the Lockbox Service.

The Bank will collect all mail from the designated Post Office Box and deliver it to the Bank's lockbox processing site(s). The Bank will open the mail, process the remittance information and process the checks or cheques (collectively, "checks") eligible for this Service (the "Items") in accordance with the Customer's instructions and the Statement of Work and/or Service Guide (as such terms are defined below), if applicable. Upon completion of the remittance processing work, Bank will image the eligible Items and process them for credit to the Customer account or process for collection the Items received, except: (i) Items which the Customer has instructed the Bank in writing, and the Bank has agreed not to process; (ii) Items which the Bank believes should receive the Customer's special attention; (iii) Items for which the Customer is not the payee, unless (x) the Customer has instructed the Bank to accept all payees or (y) the Customer has provided proper authorization to process for credit or collection of such Items; and (iv) any other matter or merchandise received (collectively, "Remittance Processing"). The Bank will not process

such excepted Items or other matters or merchandise, but will forward them to the Customer unprocessed. The Bank assumes no responsibility for the inadvertent processing of Items excepted from processing. The Bank will process credit card payments as point of sale transactions, obtaining authorization as required by applicable card rules; provided, however, the Bank will not place phone calls for authorization of referrals or process credit transactions. The Bank shall not be deemed a merchant processor and shall not be liable for any data entry errors or any chargeback. The Bank assumes no liability for any matter or merchandise received through the Post Office which is not a depositable Item, including cash. Any failure by the Bank to process an Item other than as provided herein does not constitute a failure by the Bank to exercise ordinary care. The Customer irrevocably appoints the Bank (and all persons the Bank designates in connection with the Lockbox Service) to endorse Items with the Customer's name. The Customer shall be liable to the Bank as a general endorser on all Items processed by the Bank and shall be deemed to make all of the warranties of a transferor of such Item under applicable law.

- (a) The Customers requiring "Caller Service" or "Business Reply Mail Service" (as such terms are used by the United States Postal Services ("USPS")) or any similar service at the USPS or Canada Post Corporation ("CPC") for remittance collection must obtain prior approval from the Bank. Upon approval, the Customer will secure such services directly with the USPS or the CPC, as the case may be, and ensure the Bank is authorized to collect the mail. The Bank shall not be responsible for delays in processing due to the Customer's failure to pay the USPS or the CPC, as the case may be, for such services or any other action taken or not taken by the USPS or the CPC, as the case may be.
- (b) The Bank may, at its sole discretion, provide the Customer additional optional Services including, without limitation, Decision Manager (as defined below), non-deposit remittance Items (i.e., the Bank will process and deposit only Items that meet the Customer directed rules for deposit), early transmission of remittance data, customized grouping and sorting of Items (i.e., the Customer instructs the Bank to further group and sort the contents of its mail according to criteria specified by the Customer) and imaging and additional data capture requirements of remittance data to create customized transmission files and reporting (collectively, the "Value Add Services"). The Customer shall submit to the Bank a completed implementation requirements document (the "Statement of Work") instructing the Bank to perform the Value Add Services agreed to by the Customer and the Bank. The Customer may receive user guides and other materials ("Service Guides") setting forth the terms and conditions upon which such Value Added Services shall be provided to the Customer by the Bank. The Customer acknowledges and agrees that Remittance Processing and, if applicable, the provision of Value Add Services (collectively, "Pre-Deposit Processing") may result in Items not being deposited until completion of such Pre-Deposit Processing in accordance with Customer's instructions. Decision manager ("Decision Manager") is an exception workflow tool to which clients can subscribe. Upon the Bank's review of the mail and remittance information for Items that do not meet a Customer's specified requirements for deposit (e.g., check and invoice amounts do not match, incorrect payee name, incorrect amount, etc.) or reported as processing exceptions ("Exception Items"), the Bank will notify the Customer of such Exception Items by posting such Exception Items on a designated website or application. The Customer must communicate its decision for Exception Items within the deadline indicated in the Statement of Work. The Customer agrees that the Bank shall not deposit such Exception Items until the Bank receives an instruction from the Customer. If the Customer fails to provide an instruction within the timeline specified, the Bank will either return the Item unprocessed to the Customer or follow the default instruction specified in the Statement of Work.
- (c) If the amount of an Item written in words and figures differ, the Item will be processed for amount written in words. If the Item is accompanied by an invoice or statement and the amount on the statement matches the amount written in figures, and the Customer has requested, and the Bank has agreed, to process such Item for the amount written in figures, the Item may be processed for the amount written in figures. In the event the Bank processes the Item for the amount written in figures, the Customer indemnifies the Bank for any claim which may arise from that action.
- (d) The Service is limited to Items drawn on domestic banks so to the extent the Bank notices that any Items drawn on foreign banks have been deposited, such Items shall be forwarded to the Customer as unprocessable; provided, however, upon Customer's request, but at the sole discretion of the Bank, the Bank may process or collect foreign checks on behalf of Customer subject to terms and conditions in the Account Documentation.

- 2. **Availability Schedule.** The Bank will deposit eligible Items to the Customer's designated deposit account in accordance with the Bank's Availability Schedule provided to the Customer. The Customer agrees that Items that require special handling may receive delayed availability.
- 3. **Returned Items; Re-presentation.** If any Item is rejected, reversed, or returned to the Bank unpaid for any reason or there is a claim involving an Item deposited to the Customer Account, the Bank will charge back that Item, together with any fees or other amounts allowed on such claims or for returned Items, against the Customer Account, regardless of whether such debit causes an overdraft to the Customer Account. If, however, the Bank has been instructed in writing by the Customer to re-present Items which have been dishonored or returned to the Bank unpaid for reasons other than account closed, the Bank may do so automatically and without notice to the Customer, and the Bank reserves the same rights to debit the Customer Account should any such Items remain unpaid after the re-presentation.
- 4. **Original Documents; Image Storage.** Unless the Bank has agreed otherwise, the Bank will image all Items and associated remittances and retain original documents on site for no longer than fourteen (14) days. All original documents will be destroyed fourteen (14) days after processing. The Bank will store Imaged Items for a period of seven (7) years from the date of the applicable transaction regardless of any additional imaging service requested by the Customer. If the Customer elects, the Bank will provide images of the Items ("Imaged Items") received together with images of related documents ("Imaged Documents"), through a delivery media ("Delivery Media") at the intervals agreed upon between the Bank and the Customer. If the Customer elects storage of Imaged Documents, the Bank will store Imaged Documents for a period of thirty (30) days (Short Term Storage) to ten (10) years (Long Term Storage) from the processing date of the applicable transaction, per the Customer's selection. If the Customer elects to image and not store Imaged Documents with the Bank, such images will be delivered to the Customer through the Delivery Media.
- 5. **Security for Imaged Items.** The Bank has specified Security Procedures for receiving and accessing Imaged Items, Imaged Documents and lockbox transaction data. The Bank is not obligated to send any images or data or allow access through the Delivery Media to any images or

data which are not requested or accessed in accordance with the Security Procedures. The Customer acknowledges that once it has accessed images by any Delivery Media, persons having access to the Customer's computers and image archives may have access to the Imaged Items, Imaged Documents and lockbox transaction data.

- 6. Accuracy; Legibility.** The information delivered to the Customer through the Delivery Media will be the same as the information in the data entry file provided to the Customer for the applicable time period. If the data entry file contains errors, those errors will also occur on the Delivery Media. The Bank will provide images that are as legible as possible given the legibility of the underlying remittance documents and the selected Delivery Media. The Bank has no liability or responsibility for the condition of the original remittance items provided to the Bank, and it reserves the right to review and approve sample remittance items for legibility prior to providing this Service. The Customer is responsible for reviewing images obtained through the Delivery Media and to promptly notify the Bank of any images that are not clear.
- 7. Disclosures.** As between the Customer and the Customer's clients, if applicable, certain payments collected hereunder may be subject to various cut-off times and payment deadlines (the "Disclosures"). The Customer acknowledges and agrees that the Bank has no duty to inquire as to the content of any such Disclosures, is not bound by them, and makes no representations or warranties, explicitly or implicitly, regarding same. The Customer is responsible for ensuring that the processing and payment cut-off times established by the Bank are in compliance with the Disclosures and the Customer's responsibilities under applicable laws and regulations.

D. COIN AND CURRENCY SERVICE TERMS

Coin and Currency Services, also referred to as Cash Vault Services, provides coin and currency delivery and deposit services to companies that use large quantities of cash. With a nationwide vault network, Customers can place orders for coin and currency, make deposits and track activity by location through electronic reporting options.

1. Cash Orders

- 1.1. Placement of Cash Orders.** The Customer may issue written instructions for the Bank to release United States coin and currency ("Cash") to an armored courier service (the "Courier") as designated by the Customer in accordance with the Bank's guidelines ("Cash Order"). The Customer acknowledges that Cash Orders may be transmitted to the Bank only during such times as set forth in the guidelines. The Bank is authorized to debit the account of the Customer designated in the Cash Order for the amount set forth in the Cash Order. If the Bank has agreed to such an arrangement, the Customer may also place a Cash Order directly at one of the Bank's branch locations by issuing a check to debit the Customer's account at the Bank or as a "cash for cash" exchange. If there are insufficient funds in the designated account, the Bank is authorized to refuse the Cash Order, to fill a partial Cash Order or to debit the designated account even if such debit causes an overdraft, or to debit any other account of the Customer at the Bank.
- 1.2. Cash Order Limits.** The Bank and the Customer may agree to limit the amount of Cash that may be delivered pursuant to a Cash Order ("Cash Limit").
- 1.3. Discrepancies for Cash Orders.** All Cash Orders must be validated by the Customer within 24 hours of receipt. If a currency strap, coin bag or wrapped coin discrepancy is identified, the Customer may contact Cash Services Customer Support at 888-872-0517 to request a Cash Order Claim Form. The completed form and proper documentation must be sent to the Bank and post marked within 48 hours of receipt of the Cash Order. Any claims post marked after the 48 hour period may be denied and the Customer will have no right to refuse or receive an adjustment after such time period.
- 1.4. Cancellations and Amendments.** A Cash Order may be cancelled by the Customer telephonically, electronically or in writing by a person the Bank reasonably believes to be authorized to act on behalf of the Customer and only if the cancellation is received within a reasonable time before the Cash is delivered to the Courier ("Cancellation"). A Cash Order may only be amended telephonically and the Bank will not be responsible for any change in a Cash Order it has received. Any attempt to amend a Cash Order electronically may result in duplicate Cash being delivered.
- 1.5. Notice of Rejection/Execution.** If the Bank rejects a Cash Order request, it will promptly notify the Customer of the reason. The Bank will notify the Customer when it has executed a Cash Order. Unless, within three (3) business days after receipt of notification of the execution of a Cash Order the Customer notifies the Bank in writing that a Cash Order was unauthorized or otherwise unenforceable against the Customer, the Bank shall not be liable for executing the Cash Order as notified, including any loss of interest.
- 1.6. Security Procedure.** The Bank must receive a Cash Order using a touch-tone telephone, or other electronic communications device mutually agreed upon by the Customer and the Bank, based upon codes assigned by the Bank to the Customer that identify the Customer and the location (collectively, "Codes"). The Customer agrees that use of the Codes constitutes a security procedure for verifying the authenticity of the Cash Order as being that of the Customer ("Security Procedure")... The Customer and the Bank will maintain reasonable security and control of the Codes. The Bank is not responsible or liable for detecting any error in the transmission or content of any Cash Order or Cancellation and the Security Procedure is not intended to detect any such error. No agreement or instruction of the Customer restricting acceptance of any Cash Order or Cancellation is binding on the Bank, except as set forth in these Service Terms or in a writing signed by the Customer and the Bank. These Security Procedures do not apply to Cash Order requests made by the Customer at one of our branch locations when the Customer is making a "cash for cash" exchange or issuing a check to debit the Customer's account at the Bank.
- 1.7. Geographical Limitations.** The Customer represents and warrants that all Cash Orders will be used by Customer in its normal course of business at the Customer's store/office locations in the United States.

2. Cash Deposits

- 2.1. Standard Courier Service.** The Customer may deliver and pick up shipments of Cash or checks to or from the Bank by using the services of a Courier that has been authorized by the Bank, who will act solely as the Customer's agent. The Courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services to the Customer. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. With regard to Customer's Courier, Customer is responsible for any individual's actions while at the Bank's facilities including theft, property damage, intentional crimes and any other act or omission even if such actions would be considered outside the scope of their employment and whether the individual is impersonating an employee of the courier if the Bank has followed its customary procedures for identifying the individual.
- 2.2. Deposit Presentment and Processing for Standard Courier Service.** With regard to deposits delivered to one of the Bank's vault locations, the Customer's Courier must deliver deposits in sealed tamper-proof plastic security deposit bags that meet the standards described in the Bank's guidelines and contain only Cash and checks. The bags may also contain food stamps if the Customer provides proof satisfactory to the Bank of the Customer's authority to redeem food stamps. The Bank will open the bags and process the deposits.
- (a) **Delivery to Vault.** If the Bank agrees to accept the Customer deposits at a vault location, the Bank will provide a receipt indicating the number of bags it has received. This receipt is not an acknowledgment of the contents of any bag, nor is any telephonic or other acknowledgment of a deposit of which the Customer notifies the Bank by telephone or by electronic means.
 - (b) **Delivery to Branch for Delayed Processing.** If the Bank agrees to accept the Customer deposits at a branch location, the Bank will not verify the amount of the deposits at the time of receipt but will provide the Customer with a receipt showing the amount indicated in the Customer's deposit slip. This receipt is not an acknowledgment of the contents of any bag.
- 2.3. Courier Service through the use of a Smart Safe or Recycler Machine.** The Customer may use the services of a courier that has been authorized by the Bank, who will act solely as the Customer's agent. The courier must comply with the Bank's guidelines, as amended from time to time, and must maintain all licenses and permits required by law in addition to adequate insurance to cover its liabilities in providing courier services. The Bank may refuse to permit any courier to enter its premises with or without cause, in which case the Bank will use reasonable efforts to promptly notify the Customer. The Customer will receive Advance Credit only for Cash placed in Deposit Cassette (as defined below) component of the machine. The Customer's courier is authorized to transmit the Cash information only with regard to the Deposit Cassette component of the machine to the Bank on the Customer's behalf and the Bank, upon receipt of such data transmission, will provide provisional credit to the Customer's designated account. The courier will deliver the Cash to the Bank as directed by the Bank at the Customer's expense. The Customer authorizes the Bank to instruct the courier to pick up any Cash for which the Bank has given provisional credit at any time at the Customer's expense. For purpose of these Service Terms, "Deposit Cassette" is the component of the machine whereby the Customer places Cash into such component and only the courier is able to access such Cash once it is placed in the Deposit Cassette.
- 2.4. Deposit Presentment and Processing through the use of a Smart Safe or Recycler Machine.** The Customer agrees that once the Cash is in the Deposit Cassette component of the machine, the Customer no longer has any ownership, control or rights with regard to the physical Cash and that the Bank is authorized to rely upon the transmitted information from the Customer's courier with regard to deposits or adjustments to the Customer's deposit account with the Bank. Once the Customer's courier has completed the verification of the Cash from the Deposit Cassette component of the machine and has transmitted the deposit/adjustment information to the Bank, the Cash is then placed into the Bank's inventory at the courier's location. In the event of a dispute related to the amount credited to the Customer's deposit account, the Customer will initiate its claim and request for an investigation with its courier.
- 2.5. Discrepancies.** All deposits are subject to verification. If there are differences between the amount credited by the Bank and the amount shown on the deposit slip prepared by the Customer, the receipt provided to the Customer or its agent upon initial presentment or the transmission received from the courier on the Customer's behalf, the currency will be re-counted for discrepancies over the minimum amount specified in the Cash Vault Services Product Guide, the "Threshold" amount, the Customer's representative designated in the service implementation questionnaire will be notified of the adjustment, and an adjustment fee will be charged. If the discrepancy is in the Threshold amount or less, the Bank will not adjust the Customer's account, the Bank will retain the discrepancy amount, and no adjustment fee will be charged. The Bank's determination and records as to its receipt of any bag and as to the contents of any bag is conclusive and binding on the Customer.
- 2.6. Relationship upon Delivery of Bags.** Until the Bank recounts the contents of the bags and enters a final credit to the Customer's account, the Bank is not responsible for any claimed contents of the bags. The Customer should not include anything in a bag other than Cash and its deposit slip, and the Bank shall have no responsibility or liability if there is any other property included or claimed to have been included in a bag...
- 2.7. Delivery to Unattended Facility.** If the Bank agrees to allow the Customer to use one of the Bank's unattended facilities (including but not limited to a night depository or commercial ATM), the Bank may provide the Customer with an access device (such as a key or card that may require a personal identification number ("PIN")). The Customer must return all access devices to the Bank upon request. The Bank will process any deposits delivered to an unattended facility as provided for in the Bank's guidelines. If the Customer receives a receipt from an unattended facility, the receipt is not an acknowledgment of the contents of any bag or of the receipt of any bag. While the Customer or the Customer's Courier is physically present at one of the Bank's unattended facilities, the Customer is a licensee only and the Bank has no responsibility for the safety of the Customer or its Courier while at such facility.
- 2.8. Liability at Unattended Facility.** The Customer assumes all risks of using any unattended facilities, including risks of theft, robbery and personal injury; the Bank is not responsible if a facility fails to operate properly in any way, including failing to open, close, lock or unlock. It is the Customer's responsibility to verify that its bags have dropped down completely into the facility, and the Customer agrees that it will not leave any bags in any facility that does not appear to be operating properly. The Bank will not be liable to the Customer if any unattended facility, tele-entry or online system is closed or otherwise unavailable for use at any time.

- 2.9. Geographical Limitations of Cash Deposits.** Cash Deposits must be delivered to the Bank by Customer's courier and from Customer's physical store/office locations in the United States. Cross-border cash deposits (i.e., cash brought into the United States from outside the United States) are strictly prohibited

E. POSITIVE PAY REVERSE POSITIVE PAY AND PAYEE VERIFICATION TERMS

JPMorgan Chase Bank, N.A. (the "Bank") will provide Customer, in accordance with the provisions set forth in these Positive Pay, Reverse Positive Pay and Payee Verification Service Terms (these "Service Terms"), with one or more of the services listed below (each a "Service") that help prevent check fraud on deposit accounts by identifying discrepancies between checks ("Items") presented to the Bank for payment from the Customer's demand deposit account associated with the Service (the "Account") and those Items that are issued by Customer. The provisions of the Bank's account documentation, including terms and conditions governing the operation of business accounts and services as well as other service guides or material (the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use any of these Services, the Customer agrees to these Service Terms.

1. Services.

With Positive Pay, the Customer sends check issuance information to the Bank and the Bank compares such information to Items being presented for payment. With Reverse Positive Pay, the Bank sends the Customer information on Items that have been presented for payment, and the Customer does its own comparison. Payee Verification is an enhanced feature for Positive Pay whereby the Customer includes payee name information, and the Bank compares such information against the payee names on Items that have been presented for payment. As a condition precedent for receiving Payee Verification, the Customer must be receiving Positive Pay in connection with the same Account.

2. Issuance Information.

The following information is defined as "Issuance Information" for each Item: (i) Account number on which the Item is drawn; (ii) Item serial number; (iii) dollar amount; (iv) issue date (not as part of Reverse Positive Pay); and (v) for Payee Verification only, the payee name. For Positive Pay and Payee Verification, the Customer must provide the Bank the Issuance Information by the banking day on which the Customer issues Items by means of a mutually-agreed-upon transmission method. With Positive Pay, the Bank will compare items (i), (ii) and (iii) (and, in the case of Payee Verification, item (v)) of the Issuance Information with the applicable information from the Items presented to the Bank for payment against the Account. If Customer has properly set up an issue date limitation, then Bank will compare the date the Item has been paid with the issue date in the Issuance Information. For Reverse Positive Pay, the Bank will provide the Customer access to the Issuance Information, and the Customer will compare such information with the Items Customer has issued.

3. Discrepancies.

For Positive Pay and Payee Verification, if an Item is presented to the Bank for which it has not received timely Issuance Information or that contains information different from the Issuance Information for that Item, the Bank will notify the Customer by means of a mutually agreed upon method, by the designated time of the Banking Day following the Banking Day the Item is presented to the Bank for payment. If Customer fails to provide the Issuance Information (including, in the case of Payee Verification, the payee name) in the file format required by the Bank, the Bank will not be liable for failing to detect any discrepancy between the Item and the Issuance Information or for processing and payment of such Item. The Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is authorized for payment ("Presentment Decision"). In the event that the Customer fails to timely inform the Bank about any Item for which a Presentment Decision is requested, the Bank is authorized to return such Item unless otherwise agreed by the Customer and the Bank. For Reverse Positive Pay, the Bank will provide access to the Issuance Information to the Customer of Items presented for payment; the Customer shall advise the Bank by means of a mutually agreed upon method by the designated time on that same Banking Day whether any such Item is not authorized for payment, and in the event that the Customer fails to timely inform the Bank as required, the Bank is authorized to pay such Item(s) unless otherwise agreed by the Customer and the Bank. The Bank is entitled to rely on any Instructions by the Customer which it receives and which it reasonably believes to be genuine. If a Customer attempts to change an Instruction previously given by sending an email or other message to the Bank, the Bank may, but has no obligation to, act upon such change request. "Banking Day" means any day other than a Saturday, Sunday or other day on which Bank is or is authorized or required by law to be open for business.

4. Payee Verification Additional Terms.

For Payee Verification, Customer acknowledges that Items which have been converted to ACH transactions prior to being presented for payment will not be eligible for this service and the payee name information will not be compared to the Issuance Information for Items that have been converted to ACH transactions. The Bank reserves the right to set a threshold amount for Items (as may be revised by the Bank from time to time) to be reviewed under the Payee Verification service (the "Threshold Amount"). The Items below the Threshold Amount will be handled according to the standard Account Documentation governing the Customer's Account; however, Customer will not be liable for such Items if the discrepancy would have otherwise been detected under this Service. With regard to Payee Verification, the Bank will compare the payee name provided in the Issuance Information to the payee lines contained in the name/address block identified on the Item (presented as provided for in the Bank's set-up requirements) and will otherwise be limited to those parameters specifically agreed to by the Customer and Bank. Customer understands that Bank will not be liable to Customer (i) for any discrepancy in the payee name if the discrepancy was not detected due to the check stock or the print format of the Item not passing the Bank's testing (including, without limitation, with respect to the payee name placement) or (ii) for any discrepancy in the payee name if the payee name was handwritten on the Item.

5. Voided Items and Stop Payments.

For any Item listed on Customer's Issuance Information which Customer decides it no longer wishes to pay: (a) if the Item is physically in the Customer's possession, Customer may place a void notice in the Issuance Information for such Item, or (b) if the Item is no longer physically in its

possession, the Customer must place a stop payment request with the Bank in accordance with the Bank's requirements and the Account Documentation. If the Customer does not place a stop payment request for an Item not physically in Customer's possession as set forth in (b) above and instead places a void notice, Customer agrees (i) that Bank may debit the Customer's account for the payment of such Item and (ii) that Customer will be liable to Bank for any damages Bank may suffer as a result of the Customer's failure to place a stop payment on such Item.

6. Item Payment.

The Bank is not obligated to maintain signature cards for the Account and whether or not the Bank does maintain such signature cards, in no event shall the Bank be obligated to inspect any Item for the presence or authenticity of any signature or to determine whether any signature is authorized. The Customer acknowledges that the Bank's adherence to these procedures in these terms, in lieu of signature examination, will constitute the exercise of good faith and ordinary care by the Bank in handling Items presented for payment against the Account.

7. Over the Counter Presentment and Encashment.

The Bank may, without liability to the Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations. If an Item is presented for encashment or deposit at one of the Bank's branch locations at the teller line and the account is under the Positive Pay or Payee Verification Service, the Customer authorizes the Bank to pay such Item at the teller line based upon the Issuance Information. If an Item is presented for encashment at one of the Bank's branch locations at the teller line and the account is under the Reverse Positive Pay Service, (i) the Customer authorizes the Bank to pay such Item pursuant to the Bank's policies and procedures for encashment, (ii) Customer assumes the risk of any loss that would have been prevented through the use of Positive Pay or Payee Verification services; and (iii) Customer agrees to unconditionally release, indemnify and hold harmless the Bank against any and all liability loss or claim relating to an Item being cashed or returned over-the-counter. The Bank may charge a person who cashes an Item drawn on the Customer's Account a fee at the time of encashment.

8. Non-Standard Items.

The Service(s) shall not apply to any Item that does not meet the Bank's set-up requirements for Items to be eligible for the Services (including, without limitation, any Item printed without magnetic ink character recognition (MICR), any Item which has a MICR line in a location unacceptable to Bank, or any Item which may be printed on various printing devices that allow size or font to vary) ("Non-Standard Items"). Customer acknowledges that (i) the use of Non-Standard Items may increase the likelihood of fraud, such Non-Standard Items may not be accepted for deposit at financial institutions, and the use of Non-Standard Items may lead to processing delays in the failure of such Non-Standard Items to systemically be matched to the Issuance Information at the time they are presented to the Bank for payment, and (ii) the use of Non-Standard Items may result in the Bank's fraud protection services not being able to operate as designed such that Non-Standard Items may not be able to be returned within the legal timeframe. Customer acknowledges that Non-Standard Items may be treated as non-cash items for purposes of Regulation CC.

Customer agrees that the Bank may, without liability to Customer, refuse to deposit any Non-Standard Item, including, without limitation, refusing to accept the deposit at any of the Bank's branch locations. Customer agrees that Customer's decision to use Non-Standard Items which result in the inability to meet the formatting standards required by the Bank's Service(s) to operate as designed (systemic matching of the Issuance Information to the Item at the time it is presented for payment) constitutes negligence contributing to the making of an unauthorized signature and/or a material alteration of the Item (collectively "Unauthorized Item") in situations where a Non-Standard Item is paid against the Customer's account that the Customer claims is an Unauthorized Item, (a) Customer assumes the risk of loss to the extent that such Service(s) would have detected the Unauthorized Item if it had used check stock that met the Bank's formatting requirements, (b) Customer shall not claim against the Bank, and the Bank shall have no obligation or liability to Customer to recredit any such account for any such loss, and (c) the Bank will have exercised ordinary care if it pays an Item drawn on any Customer account based upon industry standards without any further inspection of any such Item, even if it is an Unauthorized Item.

9. Incomplete Activations and Service Suspensions.

Customer agrees that the Bank shall have no obligation or liability to Customer in accordance with these Service Terms (i) in the event the Services are suspended by Bank in accordance with the Account Documentation; or (ii) prior to Customer taking all required steps to fully implement the Services (including, without limitation, Customer's final activation of the Service [i.e., actioning "pending positive pay"] on the applicable Bank electronic channel). Customer also understands that it may be billed for the Services notwithstanding that it has not taken all required steps to fully implement the Services.

F. CONTROLLED DISBURSEMENTS SERVICE TERMS

Controlled Disbursement Accounts help customers effectively manage the disbursement process to gain control over idle balances and automate funding transfers and is designed to provide disbursement totals early each business day.

- 1. Controlled Disbursement Account.** Each controlled disbursement account ("Controlled Disbursement Account"), except as set forth herein, shall be opened and maintained in accordance with the Account Documentation. Customer agrees that if it fails to utilize one of the Bank's positive pay services on the Controlled Disbursement Account, that failure will constitute Customer negligence contributing to the making of any unauthorized signature and Customer assumes the risk that checks or drafts ("Items") presented against the Controlled Disbursement Account may be forged or altered, to the extent that the positive pay services the Bank offers may have prevented any loss. The Bank will have no liability for any loss related to an Item presented against the Controlled Disbursement Account which would otherwise generally have been returned under such positive pay services.
- 2. Payment of Items.** Bank, on each banking day, will advise Customer of the total amount of Items drawn against the Controlled Disbursement Accounts that are presented for payment, on that day, to the Bank by a Federal Reserve Bank or another depository institution pursuant to a same-day settlement arrangement. Bank will honor Items which are properly payable, but shall have no obligation to pay any Item should sufficient

immediately available funds to cover such Items not be transferred to the Controlled Disbursement Account in accordance with these Service Terms and the Account Documentation.

- 3. Over-the-Counter Presentment.** Bank may, without liability to Customer, refuse to pay any Item presented for encashment at any of the Bank's branch locations.
- 4. Funding Account for Controlled Disbursement.** Customer will maintain with Bank a designated account for purposes of funding the Controlled Disbursement Account, or the funding account may be maintained at an affiliated bank or other financial institution (the "Funding Account"). Customer authorizes Bank to debit the Funding Account for the total amount of the Items presented and any funds transfers against the Controlled Disbursement Account, and to promptly transfer such amount to the Controlled Disbursement Account even though such a debit may bring about or increase an overdraft. All funds transfers from the Funding Account to the Controlled Disbursement Account shall be in immediately available funds. Customer will maintain sufficient available funds in the Funding Account to cover Items and funds transfers presented against the Controlled Disbursement Account, and the Bank shall have no obligation to transfer funds, process Items for payment or complete any funds transfers unless there are sufficient available funds in the Funding Account. The Bank is authorized to debit the Funding Account for any obligations owed directly or indirectly on the Controlled Disbursement Account. The Bank shall not be liable for failure to pay any Item presented for payment against any Controlled Disbursement Account due to insufficient funds in the Funding Account.
- 5. Media.** Bank will transmit to Customer by the transmission method or media agreed to by Customer and Bank information regarding Customer's Controlled Disbursement Account.
- 6. Routing Transit Number.** Customer agrees to use the designated controlled disbursement account routing transit number on the Items it issues from the Controlled Disbursement Account. Customer acknowledges that if it fails to use such designated controlled disbursement account routing transit number the Bank is authorized to terminate this Service or any Service feature upon notice to the Customer.
- 7. Financial Condition.** In the event of the deterioration of the financial condition of the Customer, as determined in the Bank's sole discretion, the Bank may immediately terminate the Service, any Service feature, and/or may convert any Controlled Disbursement Account to a stand-alone demand deposit account without prior notice to the Customer.
- 8. Third Party Usage.** Customer agrees that it will not permit a third party to write checks on or otherwise issue payment transactions or instructions on Customer's Controlled Disbursement Account. Customer agrees to indemnify and hold Bank harmless from and against any and all actions, claims, demands, losses, liabilities or expenses whatsoever, including attorney's fees and costs, resulting directly or indirectly from Customer's breach of this Section 8. This indemnity shall survive the termination of these Service Terms. Notwithstanding anything to the contrary, Customer acknowledges that, if Customer breaches this Section 8, Bank may immediately terminate this Service or any Service feature upon notice to the Customer.

G. IMAGE CASH LETTER SERVICE TERMS

1. Service.

JPMorgan Chase Bank, N.A. (the "Bank") which may include designated agents of the Bank, will provide Customer with image cash letter services for Checks as defined below (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The provisions of the Bank's account documentation, including account terms and conditions governing the operation of business accounts and services and the ACH Origination Service Terms as may be applicable ("Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms.

2. Transmission and Processing.

Customer shall provide through its own methods or devices the captured check images and check data from the Check, including the magnetic ink character recognition formatting (MICR) information through electronic transmissions (the "Transmissions") in the format and specifications required by the Bank's File Standards and within the cut-off times provided by the Bank. Customer authorizes Bank to process the Transmissions as substitute checks, electronic images or photos in lieu, as may be applicable for further clearing through any other financial institution, clearinghouse or Federal Reserve Bank. If the Customer is eligible and has chosen to have Checks processed as ACH transactions, Bank will convert eligible Checks to ARC or POP entries, as defined and provided for in the ACH Origination Service Terms. Customer agrees that it is solely responsible for the creation and transmission of these Transmissions to the Bank. If any Transmission (including any source document for purposes of these Service Terms) does not meet the Bank's or any transferee's standard requirements for processing, Customer assumes all risk of loss or delay in processing such Transmission and authorizes the Bank to either (a) return the Transmission to the Customer without further processing, (b) process the Transmission as sent from the Customer, (c) process the Checks as photocopies in lieu of the originals, or (d) repair or attempt to repair the Transmission for further processing. Under this Service, "Checks" shall mean original paper checks and drafts drawn in US dollars on, or payable through, banks located in the United States (including Puerto Rico, Guam and the US Virgin Islands), endorsed for deposit to Customer's account at the Bank.

3. Image Cash Letter File Deposit Time.

The Transmissions must be sent to the Bank prior to the deposit deadline. Any Transmission will be deemed to have been received by the Bank when the entire file has been written onto the Bank's system and made available for the Bank to validate. Based upon the size of the Transmission file, there may be a significant delay between the time Customer begins to send the file and the completion of the transfer as stated above. As a result, Customer will make every effort to send the Transmission file as early as possible. Files that are received after a deposit deadline will be considered deposited as of the next deposit deadline. Processing fees and funds availability will be assessed based on the deposit deadline that is met.

4. Customer Liability.

Customer shall be solely responsible if any Transmission for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement or return. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Checks, including storage and retrieval. Customer agrees to provide a legible copy of an image or the original Check if requested by the Bank within five (5) business days of such request. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Check. Customer will not present a Transmission or the original Check or substitute check more than once to the Bank if the initial Transmission was processed as an ACH transaction and shall be responsible for any and all losses or claims resulting from the Customer presenting such Check or Transmission for payment more than once through any method.

5. Suspension/Cancellation of Service.

Bank reserves the right to suspend or terminate the Service, in whole or in part if Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the Service in a manner inconsistent with the rules and regulations relating to the Service being provided and such breach, use or access is not cured within three business days after notice to Customer. Further, this Service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the Service upon thirty (30) days' prior written notice to the other party; provided, however, that the terms of Section 9 will apply to any termination prior to the time period set forth in the Pricing Schedule.

6. Intellectual Property Ownership.

Neither these Service Terms nor the provision of the Service transfer to Customer any ownership or proprietary rights in the Bank's technology or any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

7. WARRANTIES AND DISCLAIMERS.

7.1 CUSTOMER WARRANTY. CUSTOMER WARRANTS AND REPRESENTS TO THE BANK THAT: (A) EACH TRANSMISSION CONTAINS ACCURATE AND LEGIBLE IMAGES OF ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECKS AT THE TIME EACH CHECK WAS TRUNCATED; (B) EACH TRANSMISSION ALSO CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK AND THE ACCURATE AMOUNT OF THE CHECK; (C) EACH TRANSMISSION CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM SET FORTH IN REGULATION J AND FEDERAL RESERVE BANK OPERATING CIRCULARS AND FOR A SUBSTITUTE CHECK SET FORTH IN REGULATION CC; (D) NO PERSON WILL RECEIVE A TRANSFER, PRESENTMENT OR RETURN OF, OR OTHERWISE BE CHARGED FOR, THE CHECK (EITHER THE ORIGINAL CHECK, OR A PAPER OR ELECTRONIC REPRESENTATION OF THE ORIGINAL CHECK) SUCH THAT THE PERSON WILL BE ASKED TO MAKE PAYMENT BASED UPON A CHECK IT HAS ALREADY PAID; (E) CUSTOMER WILL NOT REDEPOSIT THROUGH THIS SERVICE ANY TRANSMISSION REPRESENTING A CHECK PREVIOUSLY DEPOSITED AND RETURNED TO THE CUSTOMER; (F) CUSTOMER WILL EMPLOY COMMERCIALLY REASONABLE SECURITY MEASURES AND FIREWALLS SUFFICIENT TO PROTECT THE TRANSMISSIONS AND STORAGE TO ENSURE NO UNAUTHORIZED ACCESS OR DUPLICATE PRESENTMENT; (G) CUSTOMER WILL ONLY TRUNCATE AND CREATE TRANSMISSIONS FOR CHECKS THAT ORIGINATED AS PAPER CHECKS; (H) CUSTOMER HAS ESTABLISHED AN ANTI-MONEY LAUNDERING PROGRAM IN COMPLIANCE WITH ANTI-MONEY LAUNDERING LAWS AND REGULATIONS APPLICABLE TO IT AND SUCH ANTI-MONEY LAUNDERING PROGRAM INCLUDES POLICIES, PROCEDURES AND CONTROLS DESIGNED TO DETECT AND PREVENT MONEY LAUNDERING WHICH CUSTOMER BELIEVES EFFECTIVELY PREVENTS THE USE OF CUSTOMER'S OPERATIONS, PERSONNEL OR FACILITIES FOR MONEY LAUNDERING PURPOSES; (I) CUSTOMER WILL ONLY ACCESS THE SERVICE AND SEND TRANSMISSIONS TO THE BANK FROM LOCATIONS WITHIN THE UNITED STATES; AND (J) CUSTOMER IS IN COMPLIANCE WITH ALL LOCAL LAWS AND REGULATIONS APPLICABLE TO IT IN THE USE OF THIS SERVICE.

7.2 DISCLAIMER. BANK AND ITS SUBCONTRACTORS MAKE NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO ANY OF THE TECHNOLOGY OR SERVICE AND/OR ACCESS TO OR USE OF THE SERVICE OR TECHNOLOGY PROVIDED TO CUSTOMER HEREUNDER. BANK AND ITS SUBCONTRACTORS SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND CUSTOMER ASSUMES ALL SUCH RISKS. CUSTOMER SHALL MAKE AN INDEPENDENT ASSESSMENT OF THE ADEQUACY OF THE INTERNET IN USE OF THE SERVICE PURSUANT TO THE BANK'S PROCEDURES. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SELECTION AND USE BY IT OF ANY THIRD PARTY SECURITY AND COMMUNICATIONS SOFTWARE AND THIRD PARTY SERVICE PROVIDERS IS THE SOLE RESPONSIBILITY OF CUSTOMER, AND BANK DISCLAIMS ALL RISKS RELATED THERETO, NOTWITHSTANDING THAT THE BANK MAY RECOMMEND CERTAIN SECURITY AND/OR COMMUNICATIONS SOFTWARE AND SERVICES. CUSTOMER AGREES TO, AT ITS SOLE EXPENSE, PROCURE AND MAINTAIN ALL HARDWARE, BROWSERS, SOFTWARE AND TELECOMMUNICATIONS EQUIPMENT NECESSARY TO ACCESS THE SERVICE IN ACCORDANCE WITH THE BANK'S RECOMMENDED SYSTEM CONFIGURATION.

8. INDEMNIFICATION.

IN ADDITION TO ITS INDEMNIFICATION OBLIGATIONS IN THE ACCOUNT TERMS, AND EXCEPT FOR LOSSES OR EXPENSES CAUSED BY BANK'S FAILURE TO EXERCISE ORDINARY CARE OR WILLFUL MISCONDUCT, CUSTOMER AGREES TO INDEMNIFY BANK FOR ANY LOSS OR EXPENSE SUSTAINED (INCLUDING ATTORNEY'S FEES AND EXPENSES OF LITIGATION) RESULTING FROM (i) CUSTOMER'S LACK OF AUTHORITY TO MAKE THE WARRANTIES PROVIDED HEREIN; (ii) ANY ACTION TAKEN OR NOT TAKEN BY

BANK WITHIN THE SCOPE OF ITS AUTHORITY UNDER THESE SERVICE TERMS IN HANDLING A CHECK; AND (iii) A BREACH OF ANY WARRANTY OR INDEMNITY REQUIRED TO BE MADE BY BANK WITH RESPECT TO A CHECK UNDER APPLICABLE LAW, CLEARING HOUSE RULE OR REGULATION.

9. Pricing Schedule/Volume/Termination Penalties.

Bank and Customer agree to the terms of the Pricing Schedule which are incorporated herein by reference, including the length of time the Service will be provided, the charges/fees and the volumes, as may be stated in the Pricing Schedule. If Customer terminates the Service or the Service is otherwise terminated without fault of the Bank prior to the period of time set forth in the Pricing Schedule, Customer shall pay the Bank a termination fee equal to twelve (12) times the average monthly transaction fee for the Service for the period of time the Service was provided to Customer. Such termination fee shall be paid within thirty (30) days' after the effective termination date.

10. Audit.

Customer authorizes the Bank to audit its facilities where the Checks are imaged, stored and destroyed as well as where the Transmissions are processed under this Service upon reasonable prior written notice from the Bank.

11. Customer Offering Mobile Check Delivery Application.

If Customer offers its own customers ("Customer's Client") a mobile deposit solution through the Customer's (or its vendor's) mobile check delivery application ("Application"), allowing the Customer's customer to capture pictures of the front and back of eligible Checks from their mobile device and to send the images to Customer through the Application, Customer also represents and warrants the following:

- A. Customer will only send images of Checks that are made payable to Customer.
- B. Customer has established internal controls and procedures relating to Checks delivered to it through an Application, to comply with the requirements of these Service Terms.
- C. Customer's Clients are required to enter into the Customer's Application service terms and conditions or a similar agreement setting forth the Customer's Client's obligations and limiting the use of the Application for only original paper checks that are made payable to the name of the Customer. Such terms shall include the Customer Client's agreement that use of the Application constitutes their issuance and delivery of the Check to the Customer, and the Customer is a holder of the Check.
- D. Customer prohibits use of the Application from OFAC prohibited countries.

12. Online Adjustments Services.

If Bank and Customer agree, Customer will submit its adjustment requests through the web-based SVPCO Online Adjustment Service ("Online Adjustment") based on the following terms:

For Customers choosing the deposit account option where they settle for the Items through the Customer's deposit account at Bank ("Deposit Account") option, Customer agrees to be bound by the SVPCO Electronic Adjustment Exchange Rules, as may be amended from time to time ("SVPCO Rules"). Bank will assist the Customer in implementing and registering for Online Adjustment. Customer will designate at least one Administrator by submitting the Secure ID Token Form for Online Adjustments ("Form"). After the initial registration, Customer will be able to update its designated users directly through SVPCO. Bank may conclusively rely upon any information or instructions purported to be sent by the Customer through Online Adjustment. Customer agrees that Bank may charge Customer's Account for any adjustments and related fees. Customer agrees that the Bank shall have no responsibility with regard to the adjustment information transmitted through Online Adjustment. Notwithstanding anything to the contrary in these Service Terms or the Account Documentation, Online Adjustment will automatically terminate upon the termination or expiration of the agreement covering the SVPCO online adjustment service between Bank and The Clearing House.

H. CHECK PRINT SERVICE TERMS

The Check Print Service enables the Customer instruct the Bank to create and mail checks and/or documents on behalf of the Customer.

- 1. Print Orders.** The Bank will execute each print order requested by the Customer which is received by the Bank in a manner described in these Service Terms or as otherwise provided by the Bank (the "Print Order"). Print Order information shall include payee names and addresses. Customer agrees that it will not include any other personally identifiable information or any protected health information in its Print Orders. Print Orders may include printing of non-payment documents ("Documents") if agreed to by the Bank based upon these Service Terms.
- 2. Check Pull Requests.** For any Print Order received by the Bank, the Customer may request the Bank to pull a check(s) from processing by completing the Bank's manual check pull request form ("Check Pull Request"); provided, however, that a Check Pull Request will not be effective unless and until it is received by the Bank in the form required and the Bank has had a reasonable time to act upon such request. A Print Order may not be amended or modified. The Bank has no obligation to adjust or stop the payment or posting of a Print Order it has accepted.
- 3. Receipt of Print Orders.** The Customer shall transmit Print Orders to Bank to the location and in compliance with the formatting and other requirements of the Bank set forth in its operating procedures. Bank may reject any Print Order that does not comply with these Service Terms.
- 4. Issuance of Checks/Documents.** For each Print Order accepted by the Bank, the Bank will: (a) cause a check to be printed and completed; (b) cause a laser facsimile signature authorized by the Customer to be placed on the check; (c) if agreed upon, cause other documents

to be completed and included with the check issuance ("Documents"); and (d) mail or send the check by courier along with any Documents as agreed upon (collectively, the "Issuance"). The Customer expressly grants the Bank the authority to create and process such Issuances.

- 5. Notice of Rejection.** The Bank will promptly notify the Customer if a Print Order is rejected by the Bank and will advise the Customer as to the reason. The notice or advice shall be deemed commercially reasonable if made available through the Check Print Service or given electronically, orally, by telephone or facsimile transmission.
- 6. Control.** The Bank is not responsible or liable for the detection of errors contained in any Print Order as received from the Customer and is entitled to rely on the information contained therein.
- 7. Reliance Upon Instructions.** The Customer is responsible for, and the Bank may rely upon, the contents of any notice or instructions that Bank believes in good faith to be from the Customer without any independent investigation. The Bank shall have no duty to inquire into the authority of the individual giving such notice or instruction. In the event the Bank receives conflicting notices or instructions, the Bank is authorized to act on either the notice or instruction, or it can refuse to act. No restriction on the Bank's acceptance of any Print Order will be binding on the Bank, except as set forth in these Service Terms unless agreed to in writing by the Bank and the Bank has had a reasonable opportunity to act upon such change.
- 8. Limitation of Liability.**

The Bank's liability shall be limited to direct damages caused by the Bank's failure to use reasonable care. Reasonable care in providing the Check Print Service shall be measured by the relevant provisions of any service levels or business requirements and the standard of reasonableness of the procedures established for the transaction involved. Mere inadvertence or honest mistake of judgment shall not constitute a failure to perform such obligations or a failure to exercise reasonable care and in no case will be deemed wrongful.

- 9. Cashier's Checks.** If the Bank creates cashier's checks under the Check Print Service, the following additional terms will apply: (a) Customer will send the cashier's check print file information ("File Information") to the Bank by the Bank's cut off time on a given day ("Day One"); (b) the Customer authorizes the Bank to debit the Customer's designated account ("Funding Account") for the amounts shown on the File Information on Day One; (c) as the cashier's checks from the File Information are being processed, the account reconciliation issue file ("ARP File") must match the date of funding found in the File Information of the next banking day ("Day Two"); (d) for any cashier's check for which there is insufficient funds in the Funding Account on Day One to fund the purchase of the cashier's check, the Bank is authorized to reject the creation of such cashier's check; (e) fully funded cashier's checks will be printed on Day Two; (f) if the Customer is using one of the Bank's online services, Customer will be able to view information regarding the cashier's checks which were funded and created and those that were rejected; (g) any information from the File Information which can not be used to create a cashier's check will be communicated to the Customer for further research and reconciliation; (h) if any cashier's check is returned as undeliverable, the cashier's check will remain outstanding in the Bank's cashier's check account and escheated according to applicable laws and regulations. If the payee of a cashier's check claims that the cashier's check was lost, stolen or destroyed before the funds are escheated, such claim will be handled in accordance with the Bank's procedures.

I. ACH TAX PAYMENT SERVICE TERMS

- 1. Service.** Bank will provide a service (the "Service") whereby Customer can direct Bank, via touchtone telephone or internet platform, to make tax payments through the automated clearing house (ACH) system from an account with Bank that Customer specifies. Customer may use the service to pay:
 - any federal taxes covered by the Federal Tax Deposit Coupons (Form 8109) that Customer has executed and delivered to Bank from time to time;
 - certain state taxes; and
 - certain municipal taxes.

Bank may pay taxes from Customer's account in accordance with any instructions issued in Customer's name that Bank verifies pursuant to the security procedures specified in these Service Terms. In using the Service, Customer agrees to comply with and be bound by the Operating Rules of the National Automated Clearing House Association ("NACHA Rules").

- 2. Receipt of Instructions and Cancellations.** Customer may issue instructions and cancellations only during service hours that Bank specifies, and Customer acknowledges that Bank may change such service hours upon prior notice to Customer. Bank must receive instructions, including but not limited to payment cancellation instructions, not later than 6:00 p.m. ET (or such other time as Bank specifies) on the Business Day prior to the day on which the tax payment is due. For purposes of this Section, "Business Day" means a day on which the Bank is open for business in its New York office. Instructions received after such time shall not be processed until the following business day and Customer shall be liable for any charges, fees or costs associated with such payment. Bank may reject or delay processing of a tax payment if the request is not complete or is inaccurate or otherwise does not meet the criteria Bank specifies for acceptance herein or in the User Guide (as hereafter defined).

The Service is not designed or intended to be used for any ACH tax payment that is required to be formatted as an "International ACH Transaction" (or IAT) under the NACHA Rules. Customer agrees not to use or attempt to use the Service to originate any ACH tax payment that is required to be formatted under the NACHA Rules as an "International ACH Transaction" (or IAT). Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, losses, fines, penalties, damages, liabilities and expenses, including, without limitation, legal fees and expenses, resulting directly or indirectly from any ACH tax payment processed or requested to be processed by Customer via the Service which should have been formatted under the NACHA Rules as an IAT.

3. Tax Payment Security Procedures.

- (a) A Bank-issued or approved access code and PIN and/or other security device ("Security Device") is required to access the Service. The Customer shall be bound by and adhere to the security procedures and other procedures for use of the Service advised to it in writing through any medium by the Bank, as may be revised from time to time upon notice to the Customer (the "User Guide"). The Customer shall notify the Bank immediately of loss or theft of a Security Device, any unauthorized use of a Security Device or any other breach of security. The Bank may dishonor or disable any Security Device at any time and will inform the Customer of the same. The Customer agrees that any use of the Service with a Security Device is deemed to be carried out directly by and on behalf of the Customer. The Customer agrees to safeguard all Security Devices and to instruct each Authorized User (as defined below) to do the same.
- (b) This Section 3(b) applies to use of the Service through the designated internet platform, but does not apply to touchtone telephone access. Customer shall designate an administrator (the "Administrator") who shall have authority in accordance with the operational instructions for the Service provided to Customer in the User Guide. Customer agrees to notify Bank of any change in Administrator in the manner and form designated by Bank. Any such changes shall be effective at such time as Bank has received such notice and has had a reasonable opportunity to act upon it. In accordance with the procedures contained in the User Guide, the Administrator shall be responsible for (i) designating individuals as users ("Authorized Users"); (ii) identifying the functions of the Service; (iii) requesting, creating, controlling, disseminating, and/or canceling user entitlements; (iv) receiving and distributing materials, notices, documents and correspondence relating to the security procedures; and (v) advising each Authorized User of his/her obligations hereunder and under the User Guide. The Administrator shall provide to the Bank, upon the Bank's request, a list of Authorized Users.

4. Open Network Access.

The Customer acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet, and the Customer assumes all such risks. The Customer shall make an independent assessment of the adequacy of the internet and the Bank's security procedures. The Customer further acknowledges that the selection and use by it of any third party security and communications software and third party service providers is the sole responsibility of the Customer, and the Bank disclaims all risks related thereto, notwithstanding that the Bank may recommend certain security and/or communications software and services. The Customer agrees to, at its sole expense, procure and maintain all hardware, browsers, software and telecommunications equipment necessary to access the Service in accordance with the Bank's recommended system configuration.

5. Funding.

Customer authorizes Bank to debit Customer's applicable account for the amount of each tax payment and for any applicable bank fees and charges when due. In the event Customer does not have sufficient funds in Customer's applicable account to cover the amount of a tax payment, Bank shall have no obligation to make the tax payment for Customer. Bank may require Customer to pay Bank the amount of each tax payment on the date of transmission of the tax payment instruction or otherwise prior to the tax payment due date. Bank may from time to time establish or revise maximum dollar limits for the total value of all outstanding files of tax payments that Bank will release on customer's behalf. Bank may change or cancel the limits any time without prior notice to Customer, although Bank will try to notify Customer before Bank does that. Funds Bank receives and holds pursuant to the Service shall be held as a deposit liability to Customer and not in trust for Customer or the taxing authority.

6. Warranties; Indemnity.

Except as specified below, Customer will be deemed to make the same warranties to Bank as Bank makes pursuant to the NACHA Rules although Customer will not be deemed to warrant the power of the Bank under applicable law to comply with the requirements of the NACHA Rules or the conformity of tax payments and other data Bank transmits to the file specifications contained in the NACHA Rules. Customer further represents and warrants to Bank that: (i) Customer shall not access the Service from any jurisdiction in which the Service is not authorized; and (ii) each tax payment Customer originates will comply with applicable U.S. laws and regulations and Customer acknowledges that payments may not be initiated that violate the laws of the United States.

Customer agrees to indemnify Bank and Bank's employees, officers, directors and agents, and hold all of them harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorney's fees and costs) resulting directly or indirectly from (a) Customer's breach of any warranty made under this Section and (b) compliance by Bank with any request Customer makes for a cancellation, stop payment, reversal or recall of any tax payment.

Bank shall have no responsibility for any delay by any ACH Operator (as such term is defined in the NACHA Rules) or taxing authority in processing any tax payment Bank transmits to such entity or failure by such entity to process or apply any tax payment.

7. Stop Payments; Reversals and Recalls.

Customer's instruction to stop payment of, reverse or recall one or more tax payments must be received by Bank in such time and manner as Bank specifies. Bank will process these transactions in accordance with Bank's procedures advised to Customer. Any reversal or recall initiated by Bank is subject to acceptance by the relevant taxing authority. Tax payment instructions may not be amended or modified.

8. Payment Limits.

Bank may from time to time establish or revise (a) maximum dollar limits for each payment to be made by the Customer to a specified taxing authority, and (b) aggregate limits for all payments to be made by the Customer to a specified taxing authority within a 24-hour period. Bank may change or cancel the limits at any time without prior notice to Customer, although Bank will endeavor to give prior notice to Customer. Bank may require Customer to pay Bank the amount of any tax payment on the date of transmission to Bank or otherwise prior to the settlement date. Bank also may require Customer to maintain collateral with Bank in an amount Bank specifies.

9. Limitation of Liability.

Bank's maximum aggregate liability in connection with the Service shall be limited as provided in the Account Documentation (as defined in Section 9 below) and shall be further limited to the lesser of the amount of any penalty or interest actually imposed by the applicable taxing authority or the total fees Customer paid Bank during the prior 12 months.

10. Incorporation of Account Documentation; Termination. The Bank's terms governing the operation of business accounts and services ("Account Documentation") are incorporated herein, as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. In addition to Bank's termination rights under the Account Documentation, Bank shall have the right to terminate or suspend these Service Terms and the Service upon notice to Customer in the event of Customer's breach of the NACHA Rules.

J. REMOTE CAPTURE SERVICE TERMS

Remote Capture is a remote scanning service that processes remittances and promotes Customers' efficiency in their businesses. Through this service, the Customer's remittance deposits can be imaged and transferred to the Bank via a Bank supplied data platform for further processing and posting to the Customer's deposit account.

1. Service

The Bank, which may include designated agents of the Bank, will provide Customer with Remote Capture services for domestic transactions (the "Service") in accordance with the provisions set forth in this document (the "Service Terms"). The Service allows Customer to electronically transmit deposits of eligible checks and items (eligible checks and items are limited to personal checks, money orders, business checks, cashiers checks, traveler's checks payable in U.S. Dollars and drawn on U.S. banks or U.S. Postal Service Money Orders, payable to the Customer) by using a capture device, including a desktop scanner or mobile device (hereinafter referred to as a "Scanner"), to create an electronic image of an original paper check or item and other paper source documents (collectively, "Item") and transmitting the image of the Item ("Item Image") and related data to Bank. The provisions of the Lockbox Service Terms, Account Terms, Client Access Service Terms, and any other applicable Service Terms as may be amended from time to time (collectively, the "Account Documentation") are incorporated into these Service Terms by reference. By signing the applicable Account Documentation or by using or continuing to use the Service, Customer agrees to these Service Terms. If and to the extent there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms will prevail.

- (a) Customer agrees that after the Item Image has been created and transmitted to the Bank for deposit, Customer shall not otherwise transfer or negotiate the original Item, substitute check or any other image of the Item. Customer further agrees that Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer must have in place policies and procedures for the secure storage and destruction of the original Items.
- (b) Customer agrees that a copy made from the Item Image or substitute check of the Item, as defined by federal law, will become the legal representation of the Item for all purposes, including return item processing.
- (c) Subpart B of Federal Regulation CC (availability of funds) does not apply when electronic images of Items are transmitted to Bank. Funds from deposits made via this Service will be available in accordance with the availability schedule for the Service. However, Bank may apply additional delays on the availability of funds based on any other factors as determined in the Bank's sole discretion.

2. Processing

Customer shall provide through Bank approved devices, including a desktop scanner or mobile device, the Item Images in the format and specifications and in accordance with the procedures required by the Bank. The Bank may process the Items as substitute checks, electronic images or photos-in-lieu, as may be applicable for further clearing through another financial institution, clearinghouse or the Federal Reserve Bank. Customer assumes sole responsibility for the creation of these images and their subsequent provision to the Bank. If any Item Image does not meet the Bank's or any transferee's standard processing requirements, in processing such Items, Customer assumes all risk of loss or delay and authorizes the Bank to either (a) return the Item to the Customer without further processing, (b) process the Item as sent from the Customer, (c) process the Items as photos--in-lieu of the originals, or (d) repair or attempt to repair the items for further processing. Access to the Item Images and the use of a mobile device in conjunction with the Service are governed by the Client Access Service Terms, as may be amended from time to time.

3. Deposit Time

Item Images are deemed received by the Bank when the Item Images have been transferred onto the Bank's system and validated by the Bank. Based upon the size of the batch of items, there may be a significant delay between the time Customer begins to send the items and the completion of the transfer as stated above. If Bank receives and validates the submitted deposit transmission no later than the Bank's designated cut off time (the "Cutoff Time") on a day that the Bank is generally open for business, i.e., Monday through Friday excluding weekends and state or federal holidays ("Business Day"), Bank will consider that Business Day to be the day of deposit (i.e., the date deposit is credited). If Bank receives and validates the submitted deposit transmission after the Cutoff Time or on a non-Business Day, the deposit will be considered to be made on the next Business Day. Whether the Cutoff Time has been met will be determined by the time displayed on the Bank's internal system clocks which may not necessarily be synchronized with the internal clock displayed on Customer's computer or device. For this reason, Bank suggests that Customer submit its deposit transmissions to Bank sufficiently in advance of the Cutoff Time to avoid the possibility of missing the Cutoff Time.

4. Foreign Items

The Service only accepts and processes Items drawn on U.S. chartered banks.

5. Warranties.

5.1 Customer represents and warrants to Bank that:

- Customer will capture and transmit all Item Images using Bank approved hardware and software applicable to the Service's function;
- Any image Bank receives accurately and legibly represents all of the information on the front and back of the Item as of the time the Item was truncated;
- The information Customer transmits to Bank corresponding to an Item contains a record of all applicable MICR-line information required for a substitute check and the accurate amount of the Item;
- The Item Image conforms to the technical standards for an electronic Item set forth in Regulation J or Federal Reserve Bank Operating Circular 3, and for a substitute check set forth in Regulation CC;
- No person will receive a transfer, presentment, or return of, or otherwise be charged for, the Item (either the original Item, or a paper or electronic representation of the original Item) such that the person will be asked to make payment based on an Item it has already paid;
- Customer will not redeposit through this Service any Item previously deposited and returned to Customer;
- Customer will employ commercially reasonable security measures, including firewalls, sufficient to protect against unauthorized access or duplicate presentment;
- Customer will only transmit Items that originated as paper checks;
- Customer will comply with all applicable laws and regulations;
- Customer will not use the Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority; and
- If the Customer is depositing Items on behalf of third parties, the Customer also represents and warrants to the Bank that with respect to each Item deposited through the Service, the owner of the Item has authorized the electronic transmittal of the Item and guarantees all prior endorsements; Customer has established an anti-money laundering program in compliance with anti-money laundering laws and regulations applicable to it and such anti-money laundering program includes policies, procedures and controls designed to detect and prevent money laundering, including "know-your-customer" policies and procedures, monitoring of transactions for suspicious activities and reporting of suspicious activities, which Customer believes effectively prevents the use of Customer's operations, personnel or facilities for money laundering purposes.

6. New Features.

Bank may, from time to time, introduce new features to the Service or modify or delete existing features in its sole discretion. Bank shall notify Customer of any of these changes to features if Bank is legally required to do so. By using any new or modified features when they become available, Customer agrees to be bound by the rules concerning these features.

7. Disclaimer.

Bank makes no representations or warranties, whether express, implied or statutory regarding or relating to any of the software, capture devices or other hardware and/or access to or use of them or the related materials and the Service. Bank specifically disclaims any and all implied warranties of merchantability and fitness for a particular purpose and non-infringement. Bank and its subcontractors also do not guarantee that Customer's access to the Services will be uninterrupted, error free or secure.

8. Indemnification.

Customer agrees to indemnify and hold the Bank harmless for any loss or expense (including attorney's fees and expenses of litigation) resulting from: breach of any of the warranties made by Customer pursuant to these Service Terms or the Lockbox Service Terms; any claim pertaining to any warranty or indemnity that Bank makes with respect to an Item under the Check Clearing for the 21st Century Act, Federal Reserve Board Regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to Items as either the bank of first deposit, truncating or reconverting bank.

9. Customer Liability.

Customer shall be solely responsible if any item for which Customer has been given provisional credit is returned or reversed, and neither Bank nor its subcontractors shall be liable or responsible for same. Customer acknowledges that all credits received for deposit are provisional, subject to verification, final settlement, warranty claims or return. Information and data reported under these Service Terms: (a) may be received prior to final posting and confirmation and are subject to correction and (b) are for informational purposes only and may not be relied upon. Customer agrees that Bank shall have no liability for the content of payment-related information as received from the Customer. Customer shall be solely responsible for the original Items, including storage, retrieval and destruction. Customer agrees to provide a legible copy of an image or the original Item if requested by the Bank. If Customer is unable to provide the original or legible copy, Customer shall be liable for any associated loss or claim involving the Item.

10. Suspension/Cancellation of Service.

Bank reserves the right to suspend or terminate the Service, in whole or in part if Bank believes Customer is in breach of these Service Terms or is otherwise using or accessing the Service in a manner inconsistent with the rules and regulations relating to the Service being provided and such breach, use or access is not cured within three business days after notice to Customer. Further, this Service will automatically terminate if the Customer's account with the Bank is closed for any reason. Either party may terminate the Service upon thirty (30) days' prior written notice to the other party.

11. Intellectual Property Ownership.

Neither these Service Terms nor the provision of the Service transfer to Customer any ownership or proprietary rights in the Bank's technology or any work or any part thereof, and all right, title and interest in and to the Bank's technology will remain solely with Bank or its subcontractors.

12. Audits.

Customer agrees that the Bank shall have the right to audit Customer's books, records, processes and procedures for managing and maintaining the security and safety of the scanners, transmissions and original Items, including the right to audit Customer's and Customer's agents, if any, physical locations where Customer scans original Items and processes electronic check images and data related to the Service. . Customer agrees that the use of scanners, including mobile devices, in conjunction with this Service is limited to the United States.

K. J.P.MORGAN TREASURY SERVICES ELECTRONIC CHANNELS SERVICE TERMS

1. Service and Service Terms.

The Bank will provide a service (the "**Service**") for electronic access to the Customer's account information, reports and data (collectively, "**Data**") and for the electronic transmission to the Bank of messages, service requests, and payment and non-payment instructions (each an "**Instruction**") and from the Bank of messages, notifications and alerts, via the J.P. Morgan Access® Online, J.P. Morgan Access® Mobile, J.P. Morgan Host-to-Host/managed file transfer and J.P. Morgan Treasury Services API channels. The Bank reserves the right to modify the applications and products available via the Service. The Service is governed by these terms (the "**Service Terms**"), which incorporate the Bank's terms governing the business accounts and services, including service terms that govern the Bank's processing of Instructions transmitted via the Service (collectively, the "**Account Documentation**"), as the same may be amended from time to time. If and to the extent that there is a conflict between the Account Documentation and these Service Terms, the provisions of these Service Terms shall prevail. Capitalized terms used in these Service Terms, and not otherwise defined, have the meaning set forth in the Global Account Terms or other account terms applicable to the Customer. JPMorgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

2. Security Procedures and Other Controls

2.1. General. The security procedures for each channel are set forth below, as may be modified on notice to the Customer through any medium (each, a "**Security Procedure**"). Any Instruction, the authenticity of which has been verified through a Security Procedure, shall be effective as that of the Customer, whether or not authorized, and notwithstanding that the Instruction may result in an overdraft of an Account. Controls unilaterally implemented by the Bank shall not be deemed to be Security Procedures for purposes hereof unless explicitly identified as such in writing. The Customer is responsible for implementing any procedures and requirements set forth in the applicable documentation provided to it by the Bank, as well as any subsequent modification to the procedures and requirements that are designed to strengthen the Security Procedures.

2.2. Security Procedures and Other Controls for Access Online and Mobile Channels.

2.2.1. Access Online. The Security Procedure for verifying payment Instructions given in the Customer's name via the Access Online channel is validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), a token code generated by a Bank issued or approved security device ("**Security Device**") assigned to that Authorized User and Bank transaction review as specified in Section 2.5.

2.2.2. Access Mobile. The Security Procedure for verifying payment Instructions given in the Customer's name via the Access Mobile channel is either (i) validation of the registration with the Bank of the mobile device, a biometric identifier, and the private swipe key of an Authorized User (as defined in Section 2.6 below) and transaction review as specified in Section 2.5 or (ii) validation of a user ID and confidential password of an Authorized User (as defined in Section 2.6 below), a token code generated by Security Device assigned to that Authorized User and transaction review as specified in Section 2.5.

2.2.3. Controls Offered to Customer. For Access Online and Mobile, the Customer may choose to apply certain controls offered by the Bank to the Customer from time to time designed to reduce the Customer's risk of unauthorized transactions. The Customer is responsible for choosing controls that are appropriate for the Customer taking into account, among other things, the nature and scale of the Customer's business, including the size, type and frequency of payment orders normally issued to the Bank, and the nature of its technical environment, internal accounting controls and information security policies and procedures (collectively, "**Customer Internal Controls**"). The Security Procedure that is established by agreement of the Customer and the Bank herein is established in view of the Customer Internal Controls applied by the Customer. For the avoidance of doubt, none of the controls described in this Section are part of the Security Procedures for the channels.

2.3. Security Procedures and Certificate Procedures for Host-to-Host/Managed File Transfer Channel. The Security Procedure for verifying payment Instructions given in the Customer's name via the Host-to-Host/managed file transfer channel is authentication of a digital signature certificate, which authenticates transmitted files on the basis of the corresponding security key (the "**Signature Certificate**") and transaction review as provided in Section 2.5. The Customer and the Bank will use the following procedures for the use of a transport certificate, which establishes a secure session between the Bank and the Customer on the basis of a corresponding security key (the "**Transport Certificate**") and the Signature Certificate. Each of the Signature Certificate and the Transport Certificate are referred to herein as a "**Certificate**" and the corresponding security key as a "**Security Key**".

2.3.1. Certificate Procedures and Requirements. The Customer shall comply with the Bank's procedures and requirements for Certificates and Security Keys notified to the Customer, including but not limited to Certificate validity period, key strength and cryptographic specifications, as amended from time to time. Any request to the Bank to add, update or delete a Security Key shall include the applicable Certificate, a text file or other physical representation of the public Security Key of such Certificate and any other information in the manner and form designated by the Bank. The Bank shall have the right to rely on any request that the Bank believes in good

faith to have been sent by the designated security administrator ("**Security Administrator**"), notwithstanding that such Security Administrator may be a third party acting on behalf of the Customer.

2.3.2. **Certificate Expiration.** Notwithstanding any courtesy notifications the Bank may send to the Customer regarding the Customer's impending Certificate expiration, the Customer acknowledges that it is the Customer's sole responsibility to update the Certificate prior to its expiration date. The Bank shall have no liability for any loss or damage (including, for the avoidance of doubt, any indirect, special, punitive or consequential damages or losses) arising from the Customer's failure to timely update its Certificate. To allow for proper execution of administrative procedures, and to prevent any lapse in service or emergency procedures, the Customer must request a Certificate change at least 30 days prior to actual Certificate expiration.

2.4. **Security Procedure and Certificate/Token Procedures for API Channel.** The Security Procedure for verifying payment Instructions given in the Customer's name via the API channel is authentication of a Signature Certificate and transaction review as provided in Section 2.5.

2.4.1. **Secure Session.** The Customer and the Bank will establish a secure session between the Customer and the Bank by validation of either (i) a Transport Certificate or (ii) a Bank-generated token ("**API Token**").

2.4.2. **Certificate Procedures and Requirements.** The Customer and the Bank will use the procedures set forth in Sections 2.3.1 and 2.3.2 for the use of Certificates for the API channel.

2.4.3. **API Token Procedures and Requirements.** The Customer shall comply with the Bank's procedures and requirements for API Tokens, as amended from time to time, including but not limited to the generation and safekeeping of any credentials used for the validation of the API Token, notified to the Customer. The Bank shall have the right to revoke an API Token at any time, including in reliance on a request or communication related to an API Token that the Bank believes in good faith to have been sent by the Security Administrator, notwithstanding that such Security Administrator may be a third party acting on behalf of Customer. Any request to the Bank to update an API Token shall be made solely in the manner and form designated by the Bank.

2.5. **Transaction Review.** In addition to the Security Procedures described above, the applicable Security Procedure for each channel also includes transaction review based on various risk characteristics. The transaction review shall be conducted in accordance with commercially reasonable protocols selected by the Bank. Additional authentication from the Customer, such as call-back verification, may be required to complete certain transactions identified by the Bank through transaction review.

2.6. **Confidentiality/Security Breach.** The Customer will be responsible for safeguarding and ensuring that the Security Procedures, Security Devices, API Tokens and any credentials used for the validation of the API Token are known to and used (i) in the case of Access Online and Mobile, only by individuals designated as users by the Security Administrators ("**Authorized Users**"), or, (ii) in the case of the Host-to-Host/managed file transfer and API channels, only by the Security Administrators, as applicable. The Customer shall notify the Bank immediately in the event of any loss, theft or unauthorized use of a Security Procedure, a Security Device, API Token, any credentials used for the validation of the API Token or any other breach of security. The Bank may dishonor or disable any Security Device, API Token, any credentials used for the validation of the API Token or any aspect of the Security Procedures at any time without prior notice and will inform the Customer of the same. In addition, each Customer must implement its own physical and logical security, as well as management controls, that appropriately protect the hardware, software, and access controls used in the transaction process from unauthorized access and use.

2.7. **Security Administrator Designation.** The Customer shall designate Security Administrators who shall have equal authority as specified in Section 2.8 below. The Bank is entitled to rely on any such designation of a Security Administrator. The Customer agrees to notify the Bank of any change in Security Administrators in the manner and form designated by the Bank. Any such change shall be effective at such time as the Bank has received such notice and has had a reasonable opportunity to act upon it.

2.8. **Security Administrator Responsibilities.** Each Security Administrator shall be authorized by the Customer to and be responsible for (i) designating individuals as Authorized Users with respect to the Access Online and Mobile channels; (ii) identifying the functions of the Service that each Authorized User may access; (iii) requesting, creating, controlling, disseminating, and/or cancelling user entitlements with respect to the Access Online and Mobile channels; (iv) managing the Customer's Certificates and corresponding Security Keys or API Tokens and any credentials used for the validation of the API Token with respect to the Host-to-Host/managed file transfer and API channels, as applicable; (v) receiving and distributing materials, notices, documents and correspondence relating to the Security Procedures, as applicable; and (vi) advising each Authorized User of his/her obligations hereunder or under any of the applicable Account Documentation. The Security Administrators shall provide to the Bank, upon the Bank's request, a list of Authorized Users for the Access Online and Mobile channels. In the absence of a valid designation of a Security Administrator at any time or in the event that, after reasonable efforts, the Bank is unable to contact a Security Administrator, the Bank may deliver Security Devices, API Tokens (and any attendant credentials) and materials and deliver/receive Security Keys to/from any person authorized to act on behalf of the Customer with respect to the Accounts.

2.9. **Processing.** The Customer acknowledges that the application of the Security Procedures and any controls unilaterally implemented by the Bank may cause delays in processing Instructions or result in the Bank declining to execute an Instruction.

3. Open Network Access; Equipment

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, STATUTORY OR IMPLIED, WITH REGARD TO THE SERVICE ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND COURSE OF DEALING OR USAGE OF TRADE OR WARRANTIES OF NON-INFRINGEMENT OR WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 30 DAYS FROM THE INITIAL DELIVERY DATE OF THE RELEVANT SERVICE. THE BANK AND ITS THIRD PARTY DATA AND SERVICE PROVIDERS DO NOT WARRANT OR GUARANTEE THE SECURITY, SEQUENCE, TIMELINESS, ACCURACY, PERFORMANCE OR COMPLETENESS OF THE DATA OR THAT ANY PART OF THE SERVICE WILL BE ERROR-FREE, WITHOUT DELAY OR UNINTERRUPTED.

The Customer is responsible for, at its sole expense, obtaining, installing, maintaining and operating all browsers, software, hardware, telecommunications equipment or other equipment (collectively, "**System**") necessary for the Customer to access and use the Service in accordance with the Bank's recommended system configuration. The Bank makes no endorsement of any System or third party site, notwithstanding that the Bank may recommend certain Systems or provide a link to a third party site where the Customer may download software. The Customer shall at all times maintain current and effective anti-virus, anti-spyware or other security software and shall take all reasonable measures to maintain the security of its System. The Customer acknowledges that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet. The Customer further acknowledges that it has made an independent assessment of the adequacy of the Internet, the System and the Security Procedures in connection with the use of the Service. The Customer assumes all risks and liabilities associated with the operation, performance and security of its System and the use of the Internet or other open networks, failure or use of Customer's or third party equipment, hardware, browsers, operating systems and/or other software or programs, and services or persons outside of the Bank's control, and the Bank disclaims all such risks. The Customer shall not use any equipment, hardware, software or program that harms the Bank. The Customer agrees to indemnify and hold the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses arising, directly or indirectly, from the Customer's use of Customer's or third-party software or program. The Bank may in its discretion provide training or information on best practices to the Customer from time to time but in so doing it will not be considered a consultant or advisor with respect to cybersecurity.

4. Instructions; Data

- 4.1. The Customer shall be solely responsible for the genuineness and accuracy, both as to content and form, of all Instructions given to the Bank's in the Customer's name and verified through the applicable Security Procedure.
- 4.2. The Customer acknowledges that Data may not have been reviewed by the Bank, may be inaccurate, and may be periodically updated and adjusted. The Bank is not obligated to assure the accuracy of Data and will not be liable for any loss or damage arising out of the inaccuracy of Data. Further, the Bank shall have no liability for the receipt or viewing by any party of Data sent to the destinations designated by the Customer, including but not limited to email addresses, fax and telephone number(s).

5. Customer Warranties

The Customer represents, warrants and covenants to the Bank that: (i) prior to submitting any document or Instruction that designates Authorized Users, the Customer shall obtain from each individual referred to in such document or Instruction all necessary consents to enable the Bank to process the data set out therein for the purposes of providing the Service; (ii) the Customer has accurately designated in writing or electronically the geographic location of its Authorized Users and shall provide all updates to such information; (iii) the Customer shall not access the Service from any jurisdiction which the Bank informs the Customer or where the Customer has knowledge that the Service is not authorized; and (iv) the Security Procedures offered to the Customer conform to the Customer's wishes and needs and the Customer has not requested Security Procedures other than those expressly agreed by the Customer and the Bank. The Customer hereby represents, warrants and covenants to the Bank that these Service Terms constitute its legal and binding obligations enforceable in accordance with its terms.

6. Miscellaneous

- 6.1. The additional jurisdiction specific provisions set forth in the attached Exhibit are applicable to the Customer based on the domicile of the Customer. Where any local laws or regulations of any jurisdiction apply as a result of the Customer's Authorized Users accessing the Service from such jurisdiction or as a result of the location of such accounts in such jurisdiction, the jurisdictional specific provisions of that jurisdiction set forth in the attached Exhibit shall apply to the use of the Service by such Authorized Users.
- 6.2. These Service Terms shall be governed by and construed in accordance with the laws of the State of New York, USA (without reference to the conflict of laws rules thereof).
- 6.3. All disputes relating to or in connection with these Service Terms solely arising outside the United States shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be (i) Singapore where the dispute arises solely in Asia and (ii) London where the dispute arises elsewhere (other than the United States) and the arbitration shall be conducted in English, except that (a) disputes solely between a Customer domiciled in the People's Republic of China and JPMorgan Chase Bank (China) Company Limited shall be submitted to the China International Economic and Trade Arbitration Commission ("**CIETAC**") for arbitration in accordance with its rules in effect at the time an application is made, with the place of arbitration being Beijing and the arbitration being conducted in English; and (b) disputes involving a Customer domiciled in Taiwan shall be irrevocably submitted to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City. With respect to any dispute, suit, action or proceedings arising in the United States relating to these Service Terms, the Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the borough of Manhattan in New York City.

7. Mobile

- 7.1. Accepting use of the Bank's SMS text notification service and/or Access Mobile channel constitutes the Customer's authorization for the Bank to send Data, message notifications and alerts through any communication service providers, including both Internet and telecommunications providers, which shall each be deemed to be acting as the Customer's agent. Such providers may not encrypt communications.
- 7.2. Authorized Users may be required to accept an application agreement or license in order to download Access Mobile. The Customer acknowledges that the Account Documentation shall in all cases govern the provision of these services.
- 7.3. The Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device.

L. HEALTHCARE LINK SERVICE TERMS

J.P. Morgan Chase Bank, N.A., which may include its designated affiliates and agents (the "**Bank**"), will provide to Customer the services (as elected by and applicable to Customer) described below as part of Bank's Healthcare LinkSM Service. The Bank reserves the right to modify the applications and products available via the service. The services are governed by these terms (the "**Service Terms**"), which incorporate the Bank's standard account terms and conditions governing the operation of business accounts and services as well as other applicable service terms, service guides or materials (the "**Account Documentation**"), as the same may be amended or otherwise modified from time to time. By acknowledging or signing the Account Documentation or by using or continuing to use the Services described herein, Customer agrees to these Service Terms. Capitalized terms used herein and not otherwise defined shall have the meaning specified in the Account Documentation. J.P. Morgan Chase Bank, N.A. is organized under the laws of U.S.A. with limited liability.

- 1. Service.** Bank will provide to Customer some or all of the services generally described below in connection with Bank's Healthcare LinkSM Service, all as elected by Customer and agreed to by Bank. The following shall be performed by Bank in accordance with its standard operating procedures applicable to the service(s) elected:
 - A. Remittance Data.** Bank may receive and process remittance information and related correspondence, both paper and electronic, for health care claims payments (by way of example, Explanations of Benefits or "EOBs" and Electronic Remittance Advices or "ERAs"). Remittance information for healthcare claim payments, whether received electronically or in paper format, may be referred to herein as "**Remittance Data**".
 - B. Payment Data.** Bank may re-associate payment data made to Customer by third party payers ("**Payment Data**") with Remittance Data.
 - C. Data Delivery.** Remittance Data and Payment Data (as applicable) may be made available electronically to Customer following processing by Bank. The format and timing of transmissions of Remittance Data and Payment Data will be as mutually agreed by Bank and Customer.
 - D. Web Presentment.** Bank may make Remittance Data and Payment Data available to Customer via a web interface.
 - E. Workflow Services.** Bank may make additional services available through a web interface that will allow Customer to perform certain agreed online remittance management activities or other workflow-related tasks such as management of denials, reconciliation and/or secondary claim submission.
- 2. Data Retention.** Images of checks and documents will be retained for the period of time mutually agreed to by Bank and Customer; provided, that in no event shall such time period exceed Bank's then-current standards for data retention.
- 3. Security.** Bank will specify security procedures ("**Security Procedures**") for receiving and accessing Remittance Data and Payment Data and for accessing online services. Customer will comply with the Security Procedures, as the Bank may revise the same from time to time.
- 4. Third Party Provider of Customer.** In situations where Customer has requested that Bank work with Customer's third party provider ("**Customer's Agent**") in connection with the services elected by Customer: (a) Customer is responsible for all actions taken or not taken by Customer's Agent and Customer is responsible for all costs and expenses of Customer's Agent; (b) Customer agrees to cooperate with Bank regarding any request for information concerning Customer's Agent, though Customer also agrees that Bank has no responsibility or obligation to inquire as to the authority of Customer's Agent or with regard to any action taken or not taken by Customer's Agent on Customer's behalf; (c) Customer hereby authorizes Bank to communicate directly with and provide information and data directly to and to receive information and data directly from Customer's Agent on any and all matters related to the services provided on behalf of or for the benefit of Customer; and (d) Customer shall notify Bank immediately if Customer suspects or becomes aware of any activity or transaction of Customer's Agent that Customer believes may be of an illegal or illegitimate nature.
- 5. Other Service Providers.** Nothing express or implied in these Service Terms prohibits Bank from performing the services itself, through an affiliate or by contracting with a third-party contractor to assist Bank in the performance of the services hereunder including, without limitation, an affiliate or third-party contractor located outside of the United States of America. Bank may add or change subcontractors at any time without notice. Bank may terminate the services, including the ability of Customer to access images of checks and documents as provided herein, if any third-party processing agent ceases to provide some or all of the processing or performance of the services being provided under these Service Terms.
- 6. Accuracy; Legibility.** Customer will provide and ensure that Customer's Agents provide the information determined by Bank to be necessary to satisfy its responsibilities under these Service Terms in a format required by Bank. All information shall be provided to Bank in the time and in the method required by Bank. Bank shall assume that all such information provided to Bank by Customer, Customer's Agent(s), another processing area of Bank (for example, Bank's lockbox processing area) or any other third party (for example, an insurance company or other payer) is complete and accurate, and Bank is under no duty to question the completeness or accuracy of such information. Customer acknowledges that Bank cannot perform its duties under these Service Terms without complete, accurate and timely information and that Bank shall have no liability to Customer as a consequence of incomplete, inaccurate and/or untimely information provided to Bank.

EXHIBIT A - JURISDICTION SPECIFIC PROVISIONS

A. Australia & New Zealand

To the extent that any supply made by the Bank under these Service Terms is a taxable supply for the purposes of the Australian Goods and Services Tax, or that goods and services tax under the New Zealand Goods and Services Tax Act 1985 is payable in respect of any supply under this License Agreement, ("GST"), the fees payable in respect of that taxable supply ("**original amount**") will be increased by the amount of GST payable in respect of that taxable supply. Customer must pay the increased amount at the same time and in the same manner as the original amount.

B. Indonesia

The Bank and the Customer agree that, for the effectiveness of any termination of these Service Terms or the Services provided hereunder, they hereby waive any provisions, procedures and operation of any applicable law to the extent a court order is required for the termination of these Service Terms and the Account Documentation as applicable to the services provided under these Service Terms.

Section 7.3 shall be replaced by "Except for losses directly resulting from errors or delay caused by the Bank's gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device."

C. Malaysia/Labuan

In relation to accounts held in Malaysia (excluding Labuan) and/or where the Service is provided in Malaysia (excluding Labuan) references in the Service Terms to "Bank," shall mean J.P. Morgan Chase Bank Berhad. In relation to accounts held in Labuan and/or where the Service is provided in Labuan, references in the Service Terms to "Bank," shall mean J.P. Morgan Chase Bank, N.A., Labuan Branch. The Service provided by J.P. Morgan Chase Bank Berhad shall be accessed through <http://www.jpmmorganaccess.com.my> and the Customer undertakes not to access or utilize or attempt to access or utilize the Service through any other JPMorgan website.

D. Republic of China (Taiwan)

Section 7.3 shall be replaced by "Except for losses directly resulting from errors or delay caused by the Bank's gross negligence or willful misconduct, the Customer acknowledges that the Bank shall not be liable for any delays in any Data, message notification or alert delivered via any mobile device."

The Customer acknowledges that it will take steps to ensure it enters into the correct website before attempting to access the Service.

E. European Union.

The Customer acknowledges that it is not a "consumer" for the purpose of the European Union's Electronic Commerce Directive ("**ECD**") (i.e., that it is not an individual) and agrees that the Bank shall not be required to make any disclosures or do any other thing which a non-consumer may agree not to require under the UK rules and legislation implementing the ECD. For further information on the Bank, please see "Notice regarding EU e-commerce information" in the Terms & Conditions on <http://www.jpmmorgan.com>.

- A. The Bank will collect information about the Customer and the Customer's employees and agents (such as, without limitation, authorized signatory details) which may constitute personal data for the purposes of the data protection law. Such personal data may be collected by or on behalf of the Bank in a number of ways (the "**Collection Methods**"), including via documentation relating to the provision to or use by the Customer of electronic banking services or via the Customer's use of such electronic banking services and via other correspondence or communications between the Customer and the Bank.
- B. Details of the Bank's processing activities of personal data can be found in its EMEA Privacy Policy, which is available on the Bank's website at www.jpmmorgan.com/privacy/EMEA. The Bank's EMEA Privacy Policy may be updated or revised from time to time without prior notice. The EMEA Privacy Policy may be used to assist the Customer with providing a fair processing notice to the Customer's underlying data subjects.
- C. The Customer agrees that it has an appropriate legal basis to provide personal data to the Bank and that the Customer will provide any requisite notice to individuals and ensure that there is a proper legal basis for the Bank to process the personal data as described in and for the purposes detailed in the Bank's EMEA Privacy Policy. Both the Customer and the Bank will comply with its respective obligations under applicable data protection and privacy laws.

IN WITNESS WHEREOF, the Customer and the Bank have each caused these Service Terms to be executed by its respective duly authorized officer(s). These Service Terms shall be legally binding and deemed effective upon the date fully executed by both the Customer and the Bank.

(Customer)

Signature: _____
Print Name: _____
Title: Authorized Signatory
Date: _____

(second authorized signer if required)

Signature: _____
Print Name: _____
Title: Authorized Signatory
Date: _____

JPMORGAN CHASE BANK, N.A.
(Bank)

Signature: _____
Print Name: _____
Title: _____
Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Term Contract Award <i>Financial Auditing Services</i>		
Requested Action		
Requesting approval to award RFP 25-001 titled Financial Auditing Services and enter into a term contract with Carr, Riggs & Ingram, LLC.		
Staff Report		
The Auditor Selection Committee recommends approval of the above action. The Finance Department contacted the Procurement Services Department to acquire the services of a financial auditing firm. The Procurement Services Department issued a Request for Proposals (RFP) number 25-001 on August 15, 2024, to obtain the services of a qualified company to provide these services. The RFP was advertised, received competitive proposals, and complied with the City of Clermont Procurement Policy and Procedures. Four (4) responses were received. In accordance with FL Statutes 218.391, Auditor Selection Procedures, the responses to the RFP solicitation were evaluated by a three (3) member committee established by the City of Clermont, consisting of one (1) City Council member and two (2) non-city staff appointed by the Clermont City Council. The committee reviewed and scored the proposals individually and ranked the proposals as a collective unit once the scoring results were revealed in a public meeting. Carr, Riggs & Ingram, LLC received the most points, and the evaluation committee chose to rank the proposals in the same order as the scores received. The Procurement Services Director entered into negotiations with the number one-ranked company, Carr, Riggs & Ingram, LLC., and attempted to lower the fees. Unfortunately, the fees could not be lowered to what was submitted in the proposal since the auditing firm had already lowered their standard fees by 18%. In comparing the fees of James Moore & Co., the second-ranked firm, Carr, Riggs Ingram, LLC., is lower overall, and the city is getting a fair deal. Therefore, the award recommendation is being made to the most qualified respondent, Carr, Riggs & Ingram, LLC. The initial term contract is for a five (5) year period with up to three (3) additional one-year renewal periods at the city's option.		
Additional Analysis		
Fiscal Impact Summary		
For Year 1 of the agreement, a budget transfer or amendment will be necessary. The amount will depend on whether a single audit will be required.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$65,000	10513-53200 Audit Fee	\$50,000
\$6,500	10513-53200 Audit Fee	\$10,000
\$7,500	60552-53200 Audit Fee	\$4,000
Exhibits Attached (copies of original agreements)		
1. RFP 25-001 Response Tabulation		RFP 25-001 Response Tabulation.pdf

2.	RFP 25-001 Evaluation Summary	RFP 25-001 Evaluation Summary.pdf
3.	RFP 25-001 Notice of Intent to Award	RFP 25-001 Notice of Intent to Award.pdf
4.	Proposals Fee Comparison	Proposals Fee Comparison.xlsx
5.	MSA & EL City of Clermont	MSA & EL City of Clermont.pdf
6.	CRA EL	CRA EL.pdf



RESPONSE TABULATION

RFP 25-001, FINANCIAL AUDITING SERVICES

SOLICITATION DEADLINE: SEPTEMBER 27, 2024 AT 2:00 P.M. (EST)

LIST OF RESPONDENTS
Carr, Riggs & Ingram, LLC – Winter Park, FL
James Moore & Co., P.L. – Gainesville, FL
Marcum LLP – West Palm Beach, FL
McDermitt Davis, LLC – Orlando, FL



City of Clermont
Procurement Services Department
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

EVALUATION SUMMARY

RFP No. RFP 25-001

Financial Auditing Services

RESPONSE DEADLINE: September 27, 2024 at 2:00 pm

EVALUATORS

Name	Title
Bryan Bain	Citizen Representative
Kelly Cartier	Citizen Representative
Chandra Myers	City Council Member

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)	Ranking Order
Carr, Riggs & Ingram, LLC	87.5	85	81	84.5	1
James Moore & Co.	84.5	85	75.5	81.67	2
Marcum LLP	64	89.5	76.5	76.67	3
McDermitt Davis	55	72	73.5	66.83	4

MEETING SUMMARY

The Evaluation Committee met on Monday, October 21, 2024, at 2:30 P.M. to receive the scoring of the proposals. The scoring of the proposals was done individually by each evaluator through OpenGov. At the time of the meeting, the Procurement Services Director provided the score summary to the committee and proceeded to review the scores and provide their comments. The Evaluation Committee agreed on the score summary and opted to rank the proposals in the same order. The Procurement Director will be contacting the number one ranked firm and negotiate a contract.



City of Clermont
Procurement Services Department
 Freddy Suarez, Procurement Services Director
 685 W. Montrose Street, Clermont, FL 34711

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Introduction Letter 0-10 Points 5 Points (5%)	License and Insurance Pass / Fail 5 Points (5%)	Independence of the City of Clermont 0-10 Points 5 Points (5%)	Company Qualifications and Experience 0-10 Points 15 Points (15%)	Assigned Staff Qualifications and Experience 0-10 Points 20 Points (20%)	Similar Engagements with other Governmental Agencies 0-10 Points 10 Points (10%)	Specific Audit Approach 0-10 Points 15 Points (15%)	Cost of Services 0-10 Points 15 Points (15%)	Business Location 0-5 Points 5 Points (5%)
Carr, Riggs & Ingram, LLC	8.7	100%	8.3	9	8	9	9	8.3	2
James Moore & Co.	8	100%	8	8	8	9	9.7	7.3	2
Marcum LLP	8.7	100%	8.3	7	7.7	9	8	7	2
McDirmitt Davis	6.3	100%	8	6.3	6	6.3	6.7	7.7	2

Vendor	Quality of Submittal 0-10 Points 5 Points (5%)	Total Score (Max Score 100)
Carr, Riggs & Ingram, LLC	9	84.5
James Moore & Co.	8.3	81.67
Marcum LLP	7.7	76.67
McDirmitt Davis	6.7	66.83



City of Clermont
Procurement Services Department
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

INDIVIDUAL PROPOSAL SCORES

Carr, Riggs & Ingram, LLC

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 9

200+ governments; two person review (financial statements); Orlando

Evaluator 2: 9

Very professional; experienced. Mentions Certificate of Achievement

Evaluator 3: 8

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

all included

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 7

didn't include how relationships don't constitute conflict of interest

Evaluator 2: 10

I did not see an explanation of why the two current relationships with the city do not provide a conflict.

Evaluator 3: 8

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

2 FT/2 PT/others as needed; 45 people in Orlando; "pass"

Evaluator 2: 10

Evaluator 3: 8

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 8

#4 not well addressed; all licensed w/ single audit experience; specific/detailed CE info included

Evaluator 2: 8

Team includes instructors and textbook author.

Evaluator 3: 8

I appreciate the details that they have provided, feel very confident in the capabilities of their team.

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

well documented

Evaluator 2: 9

Evaluator 3: 8

they have quite a bit of experience with governmental agencies which is huge plus.

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

576 hours; 28 entities in FL ACFR award recognition

Evaluator 2: 10

Evaluator 3: 8

Cost of Services | 0-10 Points | 15 Points (15%)

	Evaluator 1: 10
well documented	

	Evaluator 2: 6
--	----------------

	Evaluator 3: 9
--	----------------

The cost seems pretty fair

Business Location 0-5 Points 5 Points (5%)
--

	Evaluator 1: 2
--	----------------

Orange County

	Evaluator 2: 2
--	----------------

	Evaluator 3: 2
--	----------------

Quality of Submittal 0-10 Points 5 Points (5%)
--

	Evaluator 1: 9
--	----------------

easy to read and met/exceeded all requirements

	Evaluator 2: 9
--	----------------

	Evaluator 3: 9
--	----------------

The submitted proposal was easy to read, they gave more in depth information than required. The breath of work with governmental agencies is a huge plus. I would select this firm over any other.



City of Clermont
Procurement Services Department
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

James Moore & Co.

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

100+ governments; CE credits free to staff; Daytona Beach

Evaluator 2: 8

Mentions the importance of a smooth transition.

Evaluator 3: 8

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

Clermont not listed on insurance docs, so could be a 0

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

didn't see any policy info

Evaluator 2: 10

Evaluator 3: 8

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 8

7 FT; 59 people in Daytona Beach; "pass"

Evaluator 2: 8

Evaluator 3: 8

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 8

#4 not specific, but good general response; all CPAs; specific/detailed CE info included

Evaluator 2: 9

A lot of experience on the team. Team includes presenters at industry conferences. Greatest number of CPE hours attended by this team.

Evaluator 3: 7

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

well documented

Evaluator 2: 10

Evaluator 3: 7

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 10

600 hours; specific water and wastewater info included; ask: value to client, value to company, meet regs - if not, move on

Evaluator 2: 10

Evaluator 3: 9

Cost of Services | 0-10 Points | 15 Points (15%)

Evaluator 1: 9

well documented; annual increases a little higher

Evaluator 2: 6

Evaluator 3: 7

They are the most expensive firm when compared to the other applicants.

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Volusia County

Evaluator 2: 2

Evaluator 3: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 8

mostly easy to read and met/exceeded most requirements

Evaluator 2: 10

Evaluator 3: 7

The proposal they presented was nicely done. However they would be my third choice.



City of Clermont
Procurement Services Department
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

Marcum LLP

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 7

50+ governments; CE credits provided to staff; Tampa

Evaluator 2: 10

Very professional. Highlights many benefits.

Evaluator 3: 9

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

Clermont not listed on insurance docs; some licensed expired or out of state, and no pictures of actual licenses - updated per Freddy's instructions

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

specific/detailed information was light

Evaluator 2: 10

Evaluator 3: 9

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 5

no specific numbers for Tampa office (just FL total) or being provided for Clermont work; NYC headquarters; "pass"

Evaluator 2: 8

Evaluator 3: 8

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 6

5+ staff; #4 not addressed at all; specific/detailed CE info included

Evaluator 2: 10

Two team members have more than 20 years experience and develops continuing ed for outside organizations. Team includes member with IT risk management.

Evaluator 3: 7

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 10

well documented

Evaluator 2: 9

Evaluator 3: 8

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 7

450 hours; audit percentage breakdowns

Evaluator 2: 10

Evaluator 3: 7

Cost of Services | 0-10 Points | 15 Points (15%)

Evaluator 1: 5

not well documented and did not follow prescribed format

Evaluator 2: 8

Evaluator 3: 8

The cost they presented seems pretty fair

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Hillsborough County

Evaluator 2: 2

Evaluator 3: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

slightly less easy to read and met a majority of requirements; had appendices instead of including that material in the appropriate sections

Evaluator 2: 9

Evaluator 3: 8

I liked the proposal they submitted it was easy to follow and they were detailed in the information they provided. They have a lot of clients that are governmental agencies. I also liked that they will establish standing calls, this will be very helpful to the City. They would be my second choice.



City of Clermont
Procurement Services Department
Freddy Suarez, Procurement Services Director
685 W. Montrose Street, Clermont, FL 34711

McDimit Davis

Introduction Letter | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

15 governments; current auditor; Orlando

Evaluator 2: 6

Evaluator 3: 7

License and Insurance | Pass / Fail | 5 Points (5%)

Evaluator 1: Pass

only company info provided, not specific individuals - updated per Freddy's instructions

Evaluator 2: Pass

Evaluator 3: Pass

Independence of the City of Clermont | 0-10 Points | 5 Points (5%)

Evaluator 1: 6

specific/detailed information was light

Evaluator 2: 10

Evaluator 3: 8

Company Qualifications and Experience | 0-10 Points | 15 Points (15%)

Evaluator 1: 6

29 people, no team specifics for Clermont; "pass"

Evaluator 2: 6

Evaluator 3: 7

Assigned Staff Qualifications and Experience | 0-10 Points | 20 Points (20%)

Evaluator 1: 5

2 FT/ 2 PT (and one only at final review process, so maybe only 3 for the most part); included two CPA candidates (very new??); #4 not specific; CE info included was very general and not specific/actual numbers

Evaluator 2: 6

Team of 4; two CPAs and two CPA candidates. Only one team member with 20 years of experience. The rest have less than 10 years. No mention of any type of teaching/presenting at industry conferences, etc.

Evaluator 3: 7

Similar Engagements with other Governmental Agencies | 0-10 Points | 10 Points (10%)

Evaluator 1: 7

not very in-depth info provided

Evaluator 2: 6

Evaluator 3: 6

Specific Audit Approach | 0-10 Points | 15 Points (15%)

Evaluator 1: 6

336 hours; somewhat of a timeline provided

Evaluator 2: 7

Evaluator 3: 7

Cost of Services | 0-10 Points | 15 Points (15%)

Evaluator 1: 3

not well documented all all and did not follow prescribed format

Evaluator 2: 10

Evaluator 3: 10

Business Location | 0-5 Points | 5 Points (5%)

Evaluator 1: 2

Orange County

Evaluator 2: 2

Evaluator 3: 2

Quality of Submittal | 0-10 Points | 5 Points (5%)

Evaluator 1: 5

not easy to read and seemed to either barely meet requirements or not meet them; had appendices instead of including that material in the appropriate sections; seemed as though minimal information and effort was provided to respond to questions and information requests

Evaluator 2: 9

Evaluator 3: 6

The presentation is lacking details, it was inadequate. The cost is lower, but the others offer a better value for the service.



NOTICE OF INTENT TO AWARD
RFP No. RFP 25-001
Financial Auditing Services

RESPONSE DEADLINE: September 27, 2024 at 2:00 pm

Friday, January 3, 2025

After the careful and thorough review of all responses received to solicitation number RFP 25-001 titled Financial Auditing Services, the City hereby issues this Award Recommendation to the following company:

Carr, Riggs & Ingram, LLC

Sincerely,

Freddy L. Suarez, MPA, CPPB
Procurement Services Director

TOTAL ALL-INCLUSIVE PRICE WITHOUT SINGLE AUDIT - CITY OF CLERMONT

Line Item	Description	Quantity
1	Fiscal Year 2024	1
2	Fiscal Year 2025	1
3	Fiscal Year 2026	1
4	Fiscal Year 2027	1
5	Fiscal Year 2028	1
6	Fiscal Year 2029	1
7	Fiscal Year 2030	1
8	Fiscal Year 2031	1
Total		

TOTAL ALL-INCLUSIVE PRICE WITH SINGLE AUDIT - CITY OF CLERMONT

Line Item	Description	Quantity
9	Fiscal Year 2024	1
10	Fiscal Year 2025	1
11	Fiscal Year 2026	1
12	Fiscal Year 2027	1
13	Fiscal Year 2028	1
14	Fiscal Year 2029	1
15	Fiscal Year 2030	1
16	Fiscal Year 2031	1
Total		

TOTAL ALL-INCLUSIVE AUDIT PRICE - CRA

Line Item	Description	Quantity
9	Fiscal Year 2024	1
10	Fiscal Year 2025	1
11	Fiscal Year 2026	1
12	Fiscal Year 2027	1
13	Fiscal Year 2028	1
14	Fiscal Year 2029	1
15	Fiscal Year 2030	1
16	Fiscal Year 2031	1
Total		

HOURLY RATE FOR ADDITOINAL SERVICES

Line Item	Description	Quantity
17	Partner (if any)	1
18	Manager	1
19	Supervisory Staff / Senior Auditor	1
20	Staff / Clerical	1
21	Other 1	1
22	Other 2	1
23	Other 3	1

MONT	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Lump Sum	\$65,000.00	\$65,000.00
Lump Sum	\$66,500.00	\$66,500.00
Lump Sum	\$68,000.00	\$68,000.00
Lump Sum	\$69,500.00	\$69,500.00
Lump Sum	\$70,000.00	\$70,000.00
Lump Sum	\$71,000.00	\$71,000.00
Lump Sum	\$72,000.00	\$72,000.00
Lump Sum	\$73,000.00	\$73,000.00
		\$555,000.00

NT	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Lump Sum	\$71,500.00	\$71,500.00
Lump Sum	\$73,250.00	\$73,250.00
Lump Sum	\$75,000.00	\$75,000.00
Lump Sum	\$76,750.00	\$76,750.00
Lump Sum	\$77,500.00	\$77,500.00
Lump Sum	\$78,500.00	\$78,500.00
Lump Sum	\$79,500.00	\$79,500.00
Lump Sum	\$80,500.00	\$80,500.00
		\$612,500.00

	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
Lump Sum	\$7,500.00	\$7,500.00
		\$60,000.00

	Carr, Riggs & Ingram, LLC	
Unit of Measure	Unit Cost	Total
Hour	\$300.00	\$300.00
Hour	\$180.00	\$180.00
Hour	\$120.00	\$120.00
Hour	\$75.00	\$75.00
Hour	\$300.00	\$300.00
Hour	\$300.00	\$300.00
Hour	\$0.00	\$0.00

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$65,000.00	\$65,000.00	\$58,000.00
\$67,300.00	\$67,300.00	\$61,200.00
\$69,700.00	\$69,700.00	\$63,700.00
\$72,100.00	\$72,100.00	\$66,300.00
\$74,600.00	\$74,600.00	\$69,000.00
\$77,200.00	\$77,200.00	\$71,800.00
\$79,900.00	\$79,900.00	\$74,700.00
\$82,700.00	\$82,700.00	\$77,700.00
	\$588,500.00	

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$71,000.00	\$71,000.00	\$63,250.00
\$73,500.00	\$73,500.00	\$69,200.00
\$76,100.00	\$76,100.00	\$71,700.00
\$78,800.00	\$78,800.00	\$75,300.00
\$81,600.00	\$81,600.00	\$78,000.00
\$84,500.00	\$84,500.00	\$80,800.00
\$87,500.00	\$87,500.00	\$83,700.00
\$90,600.00	\$90,600.00	\$86,700.00
	\$643,600.00	

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$7,000.00	\$7,000.00	\$8,500.00
\$7,200.00	\$7,200.00	\$8,500.00
\$7,500.00	\$7,500.00	\$8,500.00
\$7,800.00	\$7,800.00	\$9,500.00
\$8,100.00	\$8,100.00	\$9,500.00
\$8,400.00	\$8,400.00	\$9,500.00
\$8,700.00	\$8,700.00	\$9,500.00
\$9,000.00	\$9,000.00	\$9,500.00
	\$63,700.00	

James Moore & Co.		Marcu
Unit Cost	Total	Unit Cost
\$300.00	\$300.00	\$400.00
\$175.00	\$175.00	\$300.00
\$160.00	\$160.00	\$250.00
\$150.00	\$150.00	\$175.00
\$250.00	\$250.00	\$0.00
\$200.00	\$200.00	\$0.00
\$0.00	\$0.00	\$0.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$58,000.00	\$46,000.00	\$46,000.00
\$61,200.00	\$46,000.00	\$46,000.00
\$63,700.00	\$46,000.00	\$46,000.00
\$66,300.00	\$48,000.00	\$48,000.00
\$69,000.00	\$48,000.00	\$48,000.00
\$71,800.00	\$48,000.00	\$48,000.00
\$74,700.00	\$50,000.00	\$50,000.00
\$77,700.00	\$50,000.00	\$50,000.00
\$542,400.00		\$382,000.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$63,250.00	\$5,000.00	\$5,000.00
\$69,200.00	\$5,000.00	\$5,000.00
\$71,700.00	\$5,000.00	\$5,000.00
\$75,300.00	\$5,000.00	\$5,000.00
\$78,000.00	\$5,000.00	\$5,000.00
\$80,800.00	\$5,000.00	\$5,000.00
\$83,700.00	\$5,000.00	\$5,000.00
\$86,700.00	\$5,000.00	\$5,000.00
\$608,650.00		\$40,000.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$8,500.00	\$5,000.00	\$5,000.00
\$8,500.00	\$5,000.00	\$5,000.00
\$8,500.00	\$5,000.00	\$5,000.00
\$9,500.00	\$5,300.00	\$5,300.00
\$9,500.00	\$5,300.00	\$5,300.00
\$9,500.00	\$5,300.00	\$5,300.00
\$9,500.00	\$5,600.00	\$5,600.00
\$9,500.00	\$5,600.00	\$5,600.00
\$73,000.00		\$42,100.00

McDermitt LLP	McDermitt Davis	
Total	Unit Cost	Total
\$400.00	\$290.00	\$290.00
\$300.00	\$200.00	\$200.00
\$250.00	\$165.00	\$165.00
\$175.00	\$130.00	\$130.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

ALTERNATIVE PRACTICE STRUCTURE

"Carr, Riggs & Ingram" and "CRI" are the brand names under which Carr, Riggs & Ingram, L.L.C. ("CPA Firm") and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable

law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the terms "CRI," "we," "our," "us," and terms of similar import, denote the alternative practice structure conducted by CPA Firm and CRI Advisors, as appropriate.

This Master Services Agreement 2.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include {ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)}:

- For Individual Client(s): you, your spouse (if filing jointly), your dependent

2024_v2.0_2024.11

children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons;

and

- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities made known to us by you and specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity unknown to us and/or not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by the applicable CRI entity and the Client(s). Each Engagement Letter will identify the applicable CRI entity executing the Engagement letter and performing the services; the Engagement letter will also provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:
 - a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us, or
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make, retain, or dispose of the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment.

2024_v2.0_2024.11

However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
 1. access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related party relationships and transactions, and other matters;
 2. additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;

- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:
 1. management,
 2. employees who have significant roles in internal control, and
 3. others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.
- informing, in writing, the engagement partner (or individual leading the engagement) before entering into any substantive employment discussions with any CPA Firm or CRI Advisor personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct, if applicable

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located outside the United States. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of

2024_v2.0_2024.11

your original records, so we will return those to you upon completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

REQUEST FOR DISCLOSURE

As part of the alternative practice structure both CPA Firm and CRI Advisors agree to comply with the AICPA Code of Professional Conduct, as applied to the alternative practice structure, and applicable federal, state and local rule with respect to confidentiality of client information. In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards (each, an "Order") or are requested or required to disclose any of the confidential information by a non- governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege or otherwise withhold production; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in

accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records.

Therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15)

calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Alabama, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of, or in any way relating to, this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Coffee County, Alabama, Enterprise Division, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Coffee County, Alabama, including forum non conveniens.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, fail to timely pay, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

RELATIONSHIP AND DISCLOSURE BETWEEN AFFILIATES

As indicated, CPA Firm and CRI Advisors operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm provides attest services to its clients. CRI Advisors is not a licensed CPA firm and does not provide audit or attest services. CRI Advisors has a contractual arrangement with CPA Firm whereby CRI Advisors provides CPA Firm with professional and support personnel and other support services to allow CPA Firm to perform its professional services and performs all services in connection with our engagements for which licensure as a CPA firm is not required. From time to time, CRI Advisors may consult with CPA Firm in the provision of services pursuant to this MSA or an underlying Engagement Letter. In order to avoid duplication of efforts arising out of this arrangement, you consent to our sharing among and between CRI Advisors and CPA firm the information that we may obtain from you in the course of an engagement performed or services provided in any and all Engagement Letter(s).

You consent to CRI Advisors and CPA Firm sharing your Client information with one another and their respective subsidiaries and affiliates, in support of the services to be provided under an Engagement Letter. Unless you indicate otherwise, your acceptance of the terms of this MSA shall be understood by us as your consent to make disclosures among and between CPA Firm and CRI Advisors and their respective subsidiaries, affiliates, and employees of confidential information that we may obtain in the course of our engagement.

You consent to the transfer by CPA Firm of all Client files, work papers and work product, for services other than attest services, if any, which includes confidential client information to CRI Advisors. Please let us know immediately if you have any objection to such transfer of your files.

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BO1") reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BO1 reporting

requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BO1 reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding. If we do not receive signed client acknowledgement(s)/authorization from you within ninety (90) days from the date hereof and you continue to interact with us related to your engagement(s) in or after that timeframe, then your continued interaction will signify and represent your agreement.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties, including all predecessors of CRI, concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

CRI Advisors, LLC

CRI ADVISORS, LLC

Signatures

Tim Murry, Mayor

Date

Tracy Ackroyd Howe, City Clerk

Date



CARR, RIGGS & INGRAM, L.L.C.

To Management and Those Charged with
Governance of City of Clermont

Notwithstanding any provision herein, this agreement is issued pursuant to the terms, conditions and pricing of the City of Clermont, Florida Request for Proposal #RFP25-001 and Carr, Riggs and Ingram, LLC's response and Contract #2024-063 thereto. In the event of conflict, the terms, conditions and pricing of the Request for Proposal shall have precedence.

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CPA Firm", "**we**", "**us**", or "**our**") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CPA Firm and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

2024_v2.0_2024.11

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Clermont {"Client", "Entity", "you", or "your"} as of and for the year ended September 30, 2024 (the "Selected Period(s)"). Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, business-type activities, aggregate remaining fund information, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis and report on the fairness of the Supplementary Information referred to below when considered in relation to the Financial Statements as a whole.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on

2024_v2.0_2024.11

each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance").

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquires of management regarding methods of preparing the information and comparing the information

for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Budgetary Comparison Schedules, Budgetary Notes to Required Supplementary Information, Required Pension Supplementary Information, and Required Other Postemployment Benefit Supplementary Information.

We have also been engaged to report on Supplementary Information other than RSI that accompanies the Entity's Financial Statements. We will subject the following Supplementary Information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the Financial Statements as a whole in a separate written report accompanying our auditor's report on the Financial Statements or in a report combined with our auditor's report on the Financial Statements: Schedule of Expenditures of Federal Awards and related notes, Budgetary Comparison Schedules, Combining Schedules, and Non major fund schedules.

In connection with our audit of the Financial Statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic Financial Statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report. Other information will include: Statistical Schedules, Transmittal Letter, and Organizational Chart.

Compliance with Florida Statute 218.415

We will also examine the City of Clermont, Florida's compliance with Florida Statute, 218.415 Local

Government Investment Policies for the year ending September 30, 2024.

The objective of our examination is to obtain reasonable assurance to express an opinion as to whether the City of Clermont complied, in all material respects, with Florida Statute 218.415.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our

examination. Our report will be addressed to the City Council of the City of Clermont. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement. Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the City Council, management and the State of Florida Auditor General, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City of Clermont complied, in all material respects, with Florida Statute 218.415. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of whether the City of Clermont is in compliance with the specified requirements of Florida Statute 218.415; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether you are in compliance with Florida Statute 218.415. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. We will also conduct our audit in accordance with the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance. We will include tests of your accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS . In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be

2024_v2.0_2024.11

necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards and the Uniform Guidance.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud. Additionally, the following significant risk(s) were identified: pension estimate(s) and OPEB estimate(s).

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements
- Assist management in preparing the RSI
- Assist management in preparing the Supplementary Information

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and monitoring ongoing activities
- ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, schedule of expenditures of federal

2024_v2.0_2024.11

awards, and all accompanying

- information in conformity with the Selected Basis (including federal statutes), (including award agreements)
- identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor (5) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit

- required written representations that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Supplementary Information.
- required written representations from you about compliance with schedule of expenditures of federal awards and federal award programs, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants
- evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and preparing a summary schedule of prior audit findings and a separate corrective action plan

- identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance
- agreeing to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards
- agreeing to make the audited Financial Statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon
- acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards
- preparation of the Supplementary Information, as applicable, in conformity with the Selected Basis. You agree to include our report on the Supplementary Information in any document that contains, and indicates that we have reported on, the Supplementary Information and to include the audited Financial Statements with any presentation of the Supplementary Information that includes our report thereon
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
 - disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued

- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time

ENGAGEMENT ADMINISTRATION

Heather Mosier is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including Financial Statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or

2024_v2.0_2024.11

regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.

- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement

2024_v2.0_2024.11

immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BO1") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BO1 reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BO1 reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

Our fees for these services will be pursuant to Agreement No. 2024-063

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each

2024_v2.0_2024.11

month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signatures

Tim Murry, Mayor

Date _____

Tracy Ackroyd Howe, City Clerk

Date _____



CARR, RIGGS & INGRAM, L.L.C.

To Management and Those Charged with
Governance of City of Clermont

Notwithstanding any provision herein, this agreement is issued pursuant to the terms, conditions and pricing of the City of Clermont, Florida Request for Proposal #RFP25-001 and Carr, Riggs and Ingram, LLC's response and Contract #2024-063 thereto. In the event of conflict, the terms, conditions and pricing of the Request for Proposal shall have precedence.

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 2.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CPA Firm", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

"Carr, Riggs & Ingram" and "CRI" are the brand names under which CPA Firm and CRI Advisors, LLC ("CRI Advisors" or "Advisors") provide professional services. Carr, Riggs & Ingram, L.L.C., Carr, Riggs & Ingram Capital, LLC and their respective subsidiaries operate as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. CPA Firm is a licensed independent CPA firm that provides attest services, as well as additional ancillary services, to its clients. CRI Advisors provides tax and business consulting services to its clients. CRI Advisors and its subsidiaries are not licensed CPA firms and will not provide any attest services. The entities falling under the Carr, Riggs & Ingram or CRI brand are independently owned and are not responsible or liable for the services and/or products provided, or engaged to be provided, by any other entity under the Carr, Riggs & Ingram or CRI brand. Our use of the term "CRI," and terms of similar import, denote the alternative practice structure conducted by CPA Firm, CRI Advisors, their subsidiaries and affiliates, as appropriate.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Clermont Community Redevelopment Agency ("Client", "Entity", "you", or "your") as of and for the year ended September 30, 2024 (the "Selected Period(s)").

Except as otherwise expressly set forth herein, this Engagement Letter only governs attest services, provided to you by CPA Firm. Except as otherwise expressly set forth herein, any non-attest services, including any non-attest services provided by CRI Advisors or any other

entities within the Carr, Riggs & Ingram alternative practice structure, will be governed by (a) separate Engagement Letter(s) between such entity and the Client.

In connection with the alternative practice structure, CRI Advisors maintains custody of client files for CPA Firm and CRI Advisors. By executing this engagement letter, you hereby consent to the transfer to CRI Advisors of all your client files, work papers and work product. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to transfer such files and records.

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquires of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Budgetary Comparison Schedules, and Budgetary Notes to Required Supplementary Information.

2024_v2.0_2024.11

Compliance with Florida Statute 163.387 and 218.415

We will also examine the City's compliance with Florida Statutes, 163.387, Redevelopment Trust Funds, and 218.415 Local Government Investment Policies for the year ending September 30, 2024.

The objective of our examinations are to obtain reasonable assurance to express an opinion as to whether the City complied, in all material respects, with Florida Statutes 163.387 and 218.415.

Our examinations will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to City governing body. We cannot provide assurance that an unmodified opinion will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the City Council, management and the State of Florida Auditor General, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with Florida Statutes 163.387 and 218.415. Our engagements will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist. However, we will inform you of any known and suspected fraud and

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of whether the City is in compliance with the specified requirements of Florida Statutes 163.387 and 218.415; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and

agree to provide us with, a written assertion about whether you are in compliance with Florida Statutes 163.387 and

218.415. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain evidence.

At the conclusion of the engagements, you agree to provide us with certain written representations in the form of a representation letter.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve

2024_v2.0_2024.11

collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify deficiencies internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will only perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements
- Assist management in preparing the RSI

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

For any non-attest services provided by CRI, you agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

2024_v2.0_2024.11

- designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, and monitoring ongoing activities
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements and all accompanying information in conformity with the Selected Basis
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern within one year after the date that the financial statements are available to be issued
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud

2024_v2.0_2024.11

affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants

- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing, in writing, the engagement partner before entering into any substantive employment discussions with any CPA Firm or CRI Advisors personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time
- informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity/capital of the investee entity at any point in time

ENGAGEMENT ADMINISTRATION

Heather Mosier is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such documentation will be provided under the supervision of CPA Firm personnel. Furthermore, upon request, we may provide copies of selected documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable

2024_v2.0_2024.11

regulators or agencies.

- As appropriate, we may meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

2024_v2.0_2024.11

Our fees for these services will be pursuant to Agreement No. 2024-063.

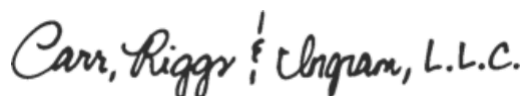
We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as, but not limited to, difficulty or delays in obtaining requisite responses to necessary or required procedures, significant changes to promulgated standards, time incurred for financial statement adjustment(s) and the related procedures required, or significant changes to your organization or its internal control structure) will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signatures

Tim Murry, Mayor Date

Tracy Ackroyd Howe, City Clerk Date



AGENDA ITEM

Meeting Date

Tuesday, January 14, 2025

Agenda Item Name

Ordinance No. 2024-039 *Final*
The Shops at Waterbrooke PUD

Requested Action

Recommend approval of Ordinance No. 2024-039.

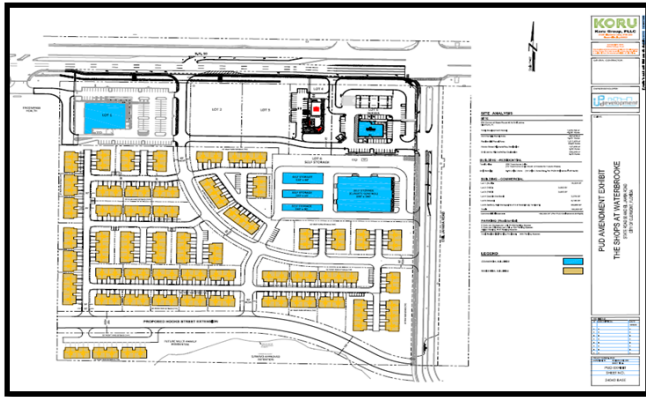
Staff Report

This agenda item was presented before City Council on December 10, 2024. The agenda item was tabled to January 14, 2025 in order to allow changes to the PUD per the discussion at City Council. The applicant has revised the Concept Plan to include Green Space- Parks and Mixed Use with C-1 Light Commercial Uses in certain areas within the development. In addition, the applicant has added language to the PUD ordinance to require pocket parks and linear parks within the development along with requiring 80% open space for land developed south of Hooks Street. Staff is supportive of the changes.



Note: Interior Lots, Development, and Amenities are conceptual and subject to change.

The applicant is requesting to amend the Planned Unit Development (Ordinance No. 2017-49), which was approved by the City Council on November 28, 2017. The proposed request is to increase the residential development and decrease the commercial component of the master development plan. The PUD Ordinance No. 2017-49, permits Lots 6 and 7 to construct up to 85 dwelling units consisting of residential townhomes, not to exceed two levels. The PUD also allows the developer to decrease the commercial acreage and increase the residential acreage, not to exceed the maximum of 12 units per acre as permitted by the Commercial Land Use. The current approved PUD allows one (1) single commercial building up to the maximum building size of 45,000 square feet. The PUD amendment is requesting to allow for a three-story climate-controlled self-storage building not to exceed 100,000 square feet, plus three (3) additional smaller storage buildings. The applicant has updated the Conceptual Plan layout to reflect the proposed changes to the Master Development Plan. The property consists of 45 +/- acres and is located south of SR 50 at the intersection of Emil Jahna Road. The proposed commercial development shall be limited to permitted uses under the C-2 General Commercial zoning with no automotive uses permitted. The current PUD also allows for a gas station/convenience store.



The only request to the PUD amendment is to decrease the commercial acreage and to increase the residential acreage, along with the request to allow a three-story self-storage building not to exceed 100,000 square feet, which requires an updated conceptual site plan with the proposed changes.

The applicant will also be required to comply with all Land Development Regulations and Comprehensive Plan. The project will be required to add a minimum 15-foot landscape buffer with an additional 30 percent plant materials between the residential and commercial development to ensure an opaque buffer screen. All buildings must comply with the Architectural Design Standards. The multifamily development will be required to provide a recreational facility to comply with the Comprehensive Plan Policy 1.6.4 Performance Standards.

Staff has reviewed the applicant’s request for an amendment to the Planned Unit Development (PUD) master development plan. Staff finds the proposal meets the provisions with regard to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2024-36 to amend the PUD with the conditions contained in the ordinance. *The Planning and Zoning Commission recommended approval 5-0.*

Additional Analysis

Fiscal Impact Summary

None.

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

Exhibits Attached (copies of original agreements)

1.	2024-039 The Shops at Waterbrooke PUD Amendment (01.02.2025)	2024-039 The Shops at Waterbrooke PUD Amendment (01.02.2025).pdf
2.	1.2.25 - final concept plan	1.2.25 - final concept plan.pdf
3.	LOCATION MAP	LOCATION MAP.pdf
4.	9-30-24 UP Fieldgate PUD Exhibit	9-30-24 UP Fieldgate PUD Exhibit.pdf
5.	Statement in Support	Statement in Support.pdf
6.	Building Elevations	Elevations.pdf
7.	Landscape Plan	Landscape Plan.pdf
8.	Application	Application.pdf
9.	2024-039 Waterbrooke PUD - Legal Ad CC (11.25.24)	2024-039 Waterbrooke PUD - Legal Ad CC (11.25.24).pdf



CITY OF CLERMONT
ORDINANCE NO. 2024-039

AN ORDINANCE UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING A PLANNED UNIT DEVELOPMENT (PUD) OF 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.

The City Council of the City of Clermont, Lake County, Florida hereby ordains that:

SECTION 1:

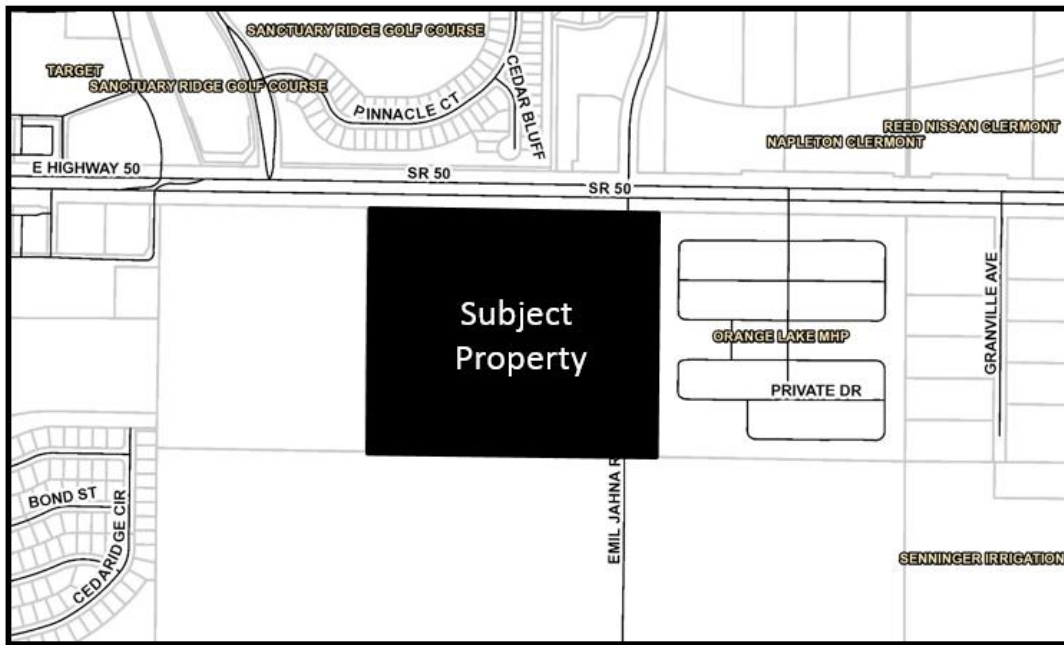
The Official Zoning Map of the City of Clermont, Lake County, Florida referred to in Chapter 122 of Ordinance No. 289-C, Code of Ordinances, is hereby amended by rezoning the following described property:

LEGAL DESCRIPTION

OVERALL DESCRIPTION

THAT PORTION OF THE EAST 222.00 FEET OF THE SE $\frac{1}{4}$ OF NW $\frac{1}{4}$ TOGETHER WITH A PORTION OF THE SW $\frac{1}{4}$ OF NE $\frac{1}{4}$, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN S $00^{\circ}30'12''$ W. ALONG THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE RIGHT OF WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING: THENCE RUN S $89^{\circ}06'29''$ E, ALONG SAID SOUTH RIGHT OF WAY LINE. A DISTANCE OF 1308.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 27; THENCE RUN S $00^{\circ}25'59''$ W. ALONG SAID EAST LINE, A DISTANCE OF 1293.07 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, THENCE RUN N $88^{\circ}58'56''$ W. ALONG THE SOUTH LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1309.61 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$; THENCE RUN N $88^{\circ}58'56''$ W. ALONG THE SOUTH LINE OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 222.01 FEET TO A POINT, 222.00 FEET, WESTERLY OF , WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27; THENCE RUN N $00^{\circ}30'12''$ E. ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 27, A DISTANCE OF 1289.70 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN S $89^{\circ}06'29''$ E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING. CONTAINING 45.38 ACRES, MORE OR LESS. (Alt Key# 3868854 & 3868851)



FROM: PLANNED UNIT DEVELOPMENT (ORDINANCE NO. 2017-49)
TO: AMENDED PLANNED UNIT DEVELOPMENT (PUD)

SECTION 2: GENERAL CONDITIONS

This application for a Planned Unit Development to allow for a multi-tenant commercial development with C-2 General Commercial uses along with residential dwelling units, not to exceed 12 units per acre, be granted subject to the following conditions:

1. The conditions as set forth in this amended Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Concept Plan prepared by Koru Group, PLLC, and attached hereto and incorporated herein, Exhibit A - (the "Concept Plan" or the "Project"). The City Manager or authorized designee, will have the right to administratively approve revisions to the Concept Plan, including the configuration of buildings, provided no building will exceed 45,000 square feet, with the exception of a (3) three-story self-storage building not to exceed 100,000 square feet, as shown on the Concept Plan, and the overall square footage of the commercial site does not exceed 162,000 square feet. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the Project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the Developer in the utility easements to extend the City's fiber optic network. The City will reimburse the Developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City's Information Technology Director or authorized designee will make this determination.
6. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 3: LAND USES AND SPECIFIC CONDITIONS

1. A total of up to 162,000 square feet of C-2 General Commercial Uses shall be allowed on Lots 1 through 5, substantially as shown on the Concept Plan. Lot 5 may also allow a gas station/convenience store and Lot 6 a self-storage facility. No automotive dealerships or other automotive uses shall be permitted.
2. A minimum of one dumpster pad on each of the Lots 2 through 5 and one pad or compactor for each retail building on Lot 1. The City's Code Enforcement will monitor and enforce through Section 114-8 - Solid Waste Collection Services. The City Manager or authorized designee, will have the right to administratively approve the number of dumpsters at the time of site review.
3. A minimum of one loading berth on each of the Lots 2 through 5 and one for buildings 30,000 and under, and two for buildings greater than 30,000 square feet. The City Manager or authorized designee, will have the right to administratively approve the number of loading zones at the time of site review.
4. The Project may have elevation changes of up to 30 feet with regards to filling an existing depression area south of the existing Florida Department of Transportation (FDOT) stormwater system and with the filling and relocation of existing FDOT stormwater system. These changes will be submitted to the City Engineer at the time of final engineering showing the extent of the cut and fill.
5. Interior landscape buffers between abutting property boundaries may have a shared 10 foot wide landscape buffer with a 5 foot wide buffer on each lot to achieve a minimum 10 foot wide buffer. If the shared landscape buffer is not maintained to City standards, both lot owners will be held liable for the deficiencies. The Project must also provide a minimum 15 foot landscape buffer with an additional 30 percent plant material to create an opaque screen between the residential and commercial development.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

6. All required landscape buffers shall provide an additional 30 percent more plant material, which includes trees and shrubs, to enhance the site. In addition, all landscape buffers shall be planted and maintained with Florida-Friendly landscape materials.
7. The Developer of the residential/mixed use portion of the Project shall use best efforts to construct and maintain parks and green areas, including but not limited to pocket (small) neighborhood parks and linear (narrow) park spaces. Such parks and green spaces shall be designed to provide a sense of place and community. The Developer shall use as design guidelines for such parks and green space projects similar in concept to the parks and green spaces located within the unincorporated master-planned communities known as Seaside, Florida (Ruskin Place) and Rosemary Beach, Florida.
8. A minimum of twenty percent (20%) of Lot 7 shall be open space as defined the Land Development Regulations. The Developer shall use best efforts to maximize the park and green space use of such open space as described in Section 3.7 above. All other lots within the Project shall comply with the Comprehensive Plan and Land Development Regulations for open space requirements.
9. Three buildings; A, C, and E, may be greater than 20,000 square feet but no more than 45,000 square feet, as shown on the site plan; provided however, one three-story self-storage building shall be allowed, as shown on the Concept Plan. The applicant has the ability to reduce these buildings so long as the overall square footage of the entire site does not exceed 162,000 square feet.
10. By virtue of the transportation system needs for the project, the Developer shall dedicate on the final plat and/or commercial site plan a 100-foot right-of-way for Hooks Street within the project boundary, from the western property line through the property towards the east, terminating in the southeast corner of the property boundary. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements not to exceed 100 feet in width shall be provided. The slope easement shall be identified at preliminary plat and/or preliminary commercial site plan review and shown on the final plat/commercial site plan. The Developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width will be adjusted with design plans approved by the County and the City. This will be required prior to the first Certificate of Occupancy for the site.
11. The Developer will agree to construct that segment of Hooks Street lying within the property boundaries in exchange for impact fee credits or other consideration as outlined in an agreement with the City and Lake County. This section of Hooks Street will be completed prior to Lot 1 receiving a Certificate of Occupancy.
12. The Developer shall design and construct all interior streets, alleys and lanes pursuant to the standards contained within the Florida Department of Transportation Green Book and/or the Traditional Neighborhood Development Handbook, as amended.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

13. The Developer shall design and construct a replacement sewer lift station and associated force main to replace the existing lift station/force main on the property. Such design and construction shall be completed to City standards and requirements and accepted by the City prior to any Certificate of Occupancy being issued for the property, and shall be funded by the Developer.
14. The Project shall construct residential/mixed-use dwelling units consisting of fee simple townhomes or condominiums on the areas indicated on the Concept Plan, not to exceed three levels. The dwelling units shall be allowed mixed commercial use on the first floor, provided there is a residence maintained in the unit. C-1 Light Commercial uses shall be allowed within the designated areas as shown on the Concept Plan; otherwise commercial use shall be limited to Residential Professional Uses. Notwithstanding anything herein to the contrary, residential development South of Hooks Street may be up to five (5) stories, may allow mixed use (C-1 Light Commercial) on the entry floor. The land South of Hooks Street shall remain at least eighty percent (80%) open space, emphasizing park and green space areas. Should the Developer seek to increase the amount of fee simple townhomes, this may be accomplished by decreasing the commercial acreage and increasing the residential acreage, not to exceed a maximum of 12 units to one-acre ratio for density.
15. The table below would be the minimum requirements for the residential townhome portion of the development:

Minimum Lot Area	1,800 Square Feet
Minimum Living Area	1,000 Square Feet
Minimum Lot Width	20 FT
Minimum Lot Depth	90 FT
Minimum Front Building Setback	15 FT
Minimum Front Porch Setback	10 FT
Minimum Front Garage Setback	20 FT
Minimum Side Yard Setback*	5 FT
Setback from Side Street	15 FT
Minimum Rear Yard Setback	20 FT
All other applicable requirements of the City of Clermont R-3 Zoning Code apply	
* Does not apply to interior side yards of attached townhomes	

16. School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.
17. The multifamily development shall be required to provide sufficient recreation facilities as required by the Comprehensive Plan Policy 1.6.4 Performance Standards.
18. Sidewalks/Streets:
 - a. Sidewalks to be constructed on both sides of residential and commercial streets. Sidewalks along Emil Jahna Road South of Lot 1 shall be a minimum of 10 feet in width to accommodate pedestrian and bicycle use.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

- b. Streets shall have F-type curb and street pavement must be a minimum 24 feet wide.
 - c. Right-of-way width for residential streets must be a minimum 60 feet.
 - d. A minimum of three (3) pedestrian-oriented ingress and egress walkways shall be installed within the project. The design features that enhance pedestrian safety, efficiency and connectivity with a clear delineation between vehicular areas and pedestrian walkways shall be used. At a minimum, walkways shall connect focal points of pedestrian activity such as street crossings, building and store entry points, and shall feature adjoining landscaped areas that include trees, shrubs, benches, flower beds, ground covers or other such materials for no less than 50 percent of the length of the walkway.
19. Roadway Lighting: The Developer shall arrange with the power utility provider for installation of streetlights along Hooks Street. The cost of installation shall be paid by the Developer and shall be installed at the time of construction of Hooks Street. The Developer shall also coordinate with the Waterbrooke development in the installation of streetlights along Emil Jahna Road.
20. The existing billboard onsite will be removed prior to issuance of first building permit.
21. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.
22. A Traffic Impact Study shall be coordinated, completed and reviewed by the City's Transportation Consultant. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the Developer shall be required to participate in mitigation strategies. Review of the study shall be paid for by the Developer.
23. The Developer shall be responsible for contributing towards funding of a traffic signal at the intersection of Hooks Street and Emil Jahna Road, if and when the signal becomes warranted and permitted by the applicable governmental agency. The Developer shall only be required to pay their proportional share based upon their impacts, as determined by the latest traffic methodology and guidelines.
24. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 4: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

In the event of a conflict between the Concept Plan and this Ordinance, this Ordinance shall prevail. All further development permits for the Project shall comply with the Land Development Regulations and Comprehensive Plan requirements in effect at the time of application for such development permits.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

SECTION 5: SEVERABILITY

Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from the Section to which such holding shall apply.

SECTION 6: 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 7: RECORDING

This Ordinance shall be recorded in the Public Records of Lake County, Florida. Recording fees will be at the expense of the applicant.

SECTION 8: 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.



CITY OF CLERMONT
ORDINANCE NO. 2024-039

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

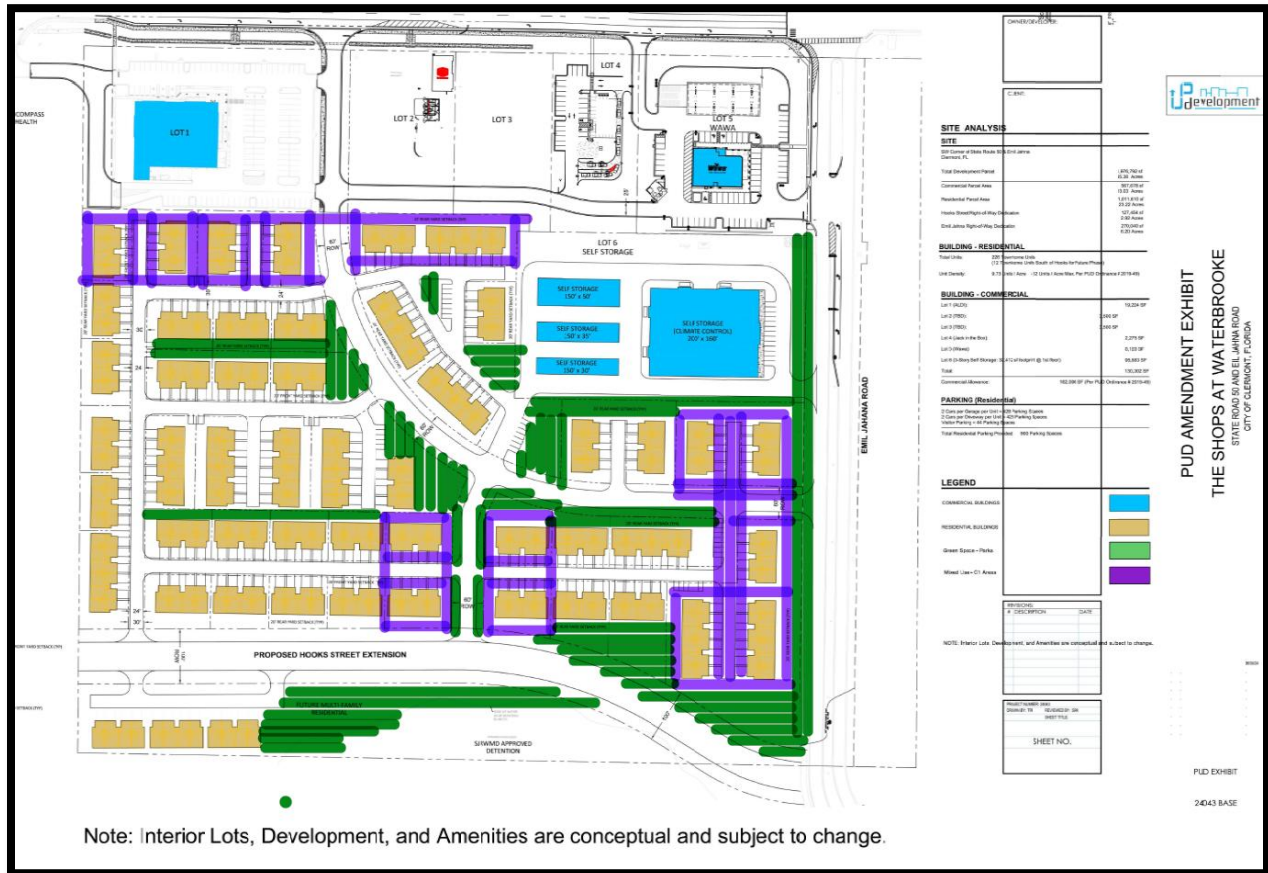
Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

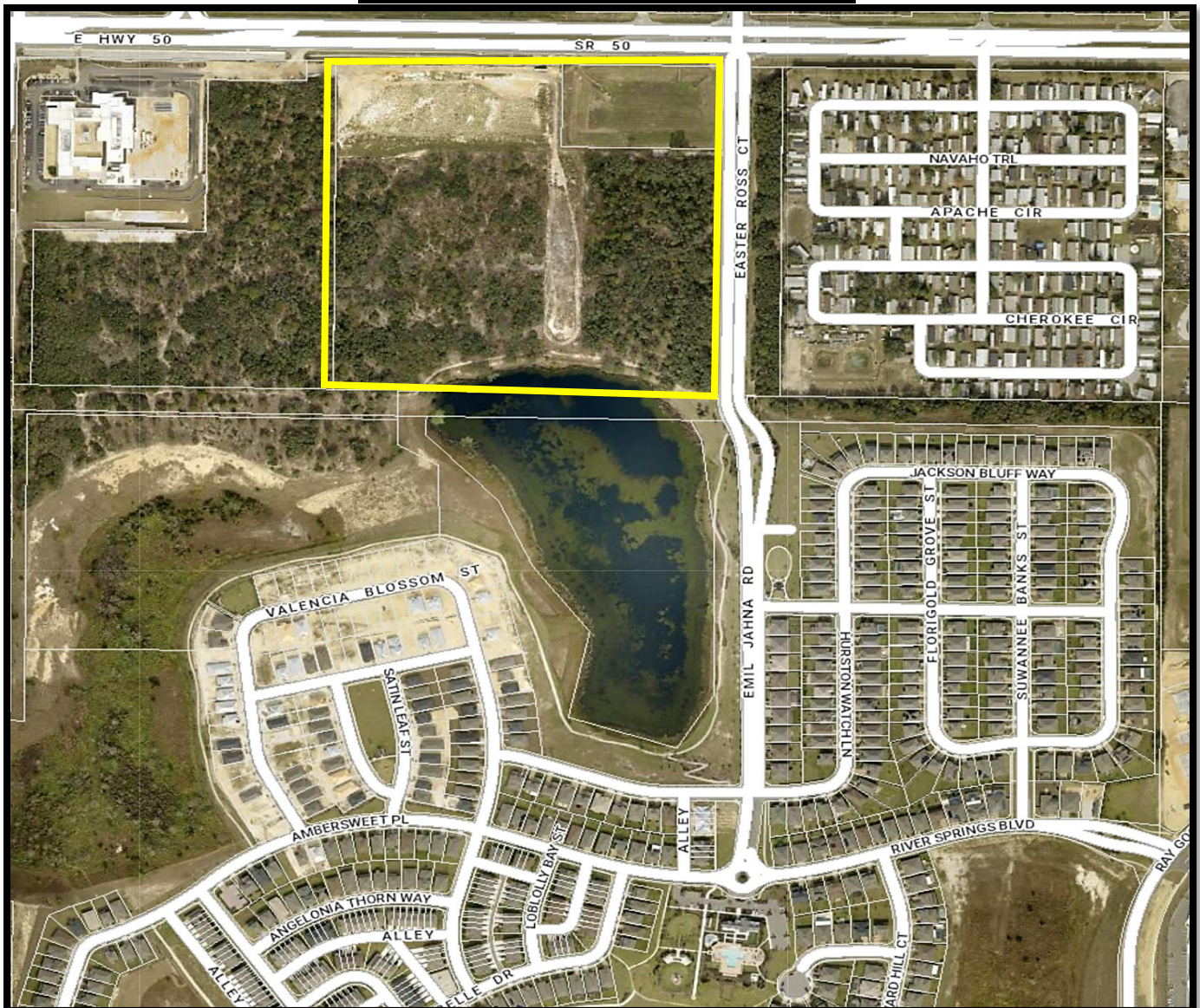
Christian W. Waugh, Interim City Attorney

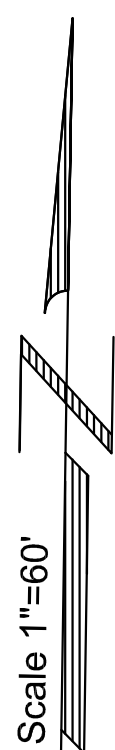
CITY OF CLERMONT ORDINANCE NO. 2024-039

Exhibit A: Concept Plan



LOCATION MAP





SITE ANALYSIS

SITE

SW Corner of State Route 50 & Emil Jahna
Clermont, FL

Total Development Parcel	1,976,792 sf 45.38 Acres
Commercial Parcel Area	567,678 sf 13.03 Acres
Residential Parcel Area	1,011,610 sf 23.22 Acres
Hooks Street Right-of-Way Dedication	127,454 sf 2.92 Acres
Emil Jahna Right-of-Way Dedication	270,040 sf 6.20 Acres

BUILDING - RESIDENTIAL

Total Units:	226 Townhome Units (12 Townhome Units South of Hooks for Future Phase)
Unit Density:	9.73 Units / Acre (12 Units / Acre Max. Per PUD Ordinance # 2019-49)

BUILDING - COMMERCIAL

Lot 1 (ALDI):	19,224 SF
Lot 2 (TBD):	3,500 SF
Lot 3 (TBD):	3,500 SF
Lot 4 (Jack in the Box):	2,275 SF
Lot 5 (Wawa):	6,120 SF
Lot 6 (3-Story Self Storage: 32,412 sf footprint @ 1st floor):	95,683 SF
Total:	130,302 SF
Commercial Allowance:	162,000 SF (Per PUD Ordinance # 2019-49)

PARKING (Residential)

2 Cars per Garage per Unit = 428 Parking Spaces
2 Cars per Driveway per Unit = 428 Parking Spaces
Visitor Parking = 44 Parking Spaces
Total Residential Parking Provided: 900 Parking Spaces

LEGEND

COMMERCIAL BUILDINGS	
RESIDENTIAL BUILDINGS	

Koru Group, PLLC
2135 CityGate Lane, STE 330
Naperville, IL 60563

© Copyright 2024
KORU Group, PLLC

The drawings and the contents herein are the sole property of Koru Group, PLLC and no portion of any may be printed or copied without the express permission of this office.

GENERAL CONTRACTOR:

OWNER/DEVELOPER:

CLIENT:

PUD AMENDMENT EXHIBIT

THE SHOPS AT WATERBROOKE

STATE ROAD 50 AND EIL JAHNA ROAD

CITY OF CLERMONT, FLORIDA

#	REVISIONS:	DATE
1	DESCRIPTION	06/30/24
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT NUMBER: 24043	
DRAWN BY: TR	REVIEWED BY: SRK
SHEET TITLE:	
PUD EXHIBIT	
SHEET NO.	
24043 BASE	

**STATEMENT IN SUPPORT
PUD ZONING APPLICATION
SHOPS AT WATERBROOKE PUD AMENDMENT**

- 1. Applicant/ Agent:** Jimmy D. Crawford, Esq.
Crawford, Modica & Holt, Esq.
702 West Montrose St.
Clermont, Florida 34711
Phone: 352/432-8644
Email: jcrawford@cmnlawyer.com
- 2. Owners:** UP Fieldgate US Investment-Clermont Hills, LLC ("Owner")
3122 E AMELIA ST # A
ORLANDO, FL 32803-5851
- 3. Location:** See attached legal description; generally, South side of US 50 at Emil Jahna Road intersection (hereafter called the "Property")
- 4. Description of Change/Zoning Request.**

The Property is currently entitled under City of Clermont Ordinance 2017-49, which allows per the attached 2017 Concept Plan 162,000 sf of commercial C-2 uses, including gas station/convenience store, and 85 townhomes units. However, Section 10 of the Ordinance states:

10. Lots 6 and 7 may have up to 85 dwelling units consisting of fee simple townhomes, not to exceed two levels. Should the developer seek to increase the amount of fee simple townhomes, this may be accomplished by decreasing the commercial acreage and increasing the residential acreage, not to exceed a 12 unit to one-acre ratio for density.

This PUD Amendment application adjusts the previous approval in ONLY the following areas:

- a. Allows a single commercial building to be no larger than 45,00 square feet. This raised limitation will only apply to the climate-controlled self-storage building shown on the plan, not to exceed 96,000 square feet (three stories, 160' x 200').
- b. "...decreasing the commercial acreage and increasing the residential acreage, not to exceed a 12 unit to one-acre ration for density" pursuant to Section 10 of the existing ordinance. The applicant does not believe an amendment to the existing PUD is required for this change, as Ordinance 2017-49 clearly states that such change is allowed under Ordinance 2017-49 as a matter of right. However, the Owner and applicant wish to comply with City requests where possible, and therefore are including this change reducing the commercial acreage and

increasing the residential acreage, resulting in a total of 226 residential units, in the PUD Amendment application.

5. Waivers Requested in PUD.

None.

6. Statement of Justification/Need/Changed Conditions.

See Section 4 above. Also, the growth of South Lake County and Clermont has increased, and is expected to further increase, the need for attainable housing, including townhomes for purchase, is great.

Fee-simple townhomes can be offered at a purchase price which can be affordable to first time home buyers, and offer an alternative for young (and downsizing older) families who strive to reach the American Dream of home ownership, and have a yard and space for their families.

There is already a shortage of “Missing Middle” housing in Central Florida and in Clermont. Clermont’s annual growth rate is currently 3.3%, which will mean an additional 16,394 residents by 2034. (49,679 in 2024, 66,073 in 2034). (<https://worldpopulationreview.com/us-cities/clermont-fl-population>) According to Rentcafe.com, Clermont’s average monthly residential rental, without utilities, is \$1724. (<https://www.rentcafe.com/average-rent-market-trends/us/fl/clermont/>) A mortgage of \$270,000 (a \$300,000 home with 10% down) at 6.5% is \$1,707 per month. A search on July 1, 2024 of homes for sale in the 34711 zip code for \$300,000 or less yielded nine (9) homes (excluding mobile homes). The need for this housing is indisputable.

7. Land Use Plan and Code Consistency and Support.

The project is consistent with and furthers Clermont Comprehensive Plan Goal 1 as it provides that the character, magnitude and location of all land uses within the project provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life of all residents.

The project is consistent with and furthers Clermont Comprehensive Plan Policy 1-7.2 by providing for orderly growth through Planned Developments.

The project is consistent with and further Clermont Comprehensive Plan Housing Element as follows:

GOAL 1: To encourage and promote the provision of affordable, safe and sanitary housing to meet the needs of the present and future population of the City.

Objective 1.1: Housing Supply. The City shall assist the private sector in providing adequate housing to meet current and future needs.

Policy 1.1.7: The City shall promote mixed-use developments that include provisions for a wide variety of housing types and prices in close proximity to support facilities.

Policy 1.2.6: The City shall, through the land development regulations, continue to encourage the development/redevelopment of housing in a way that will integrate divergent choices of housing across all neighborhoods such as by allowing and incentivizing mixed-use developments that include provisions for a wide variety of housing types and prices.

GOAL 2: Encourage the preservation of decent, safe and sanitary housing for the present and future residents of the City of Clermont.

The project is not inconsistent with any provision of the Clermont Comprehensive Plan.

The project will result in an orderly and logical development pattern and is an infill non-residential project along SR 50.

Estimated demand on public facilities will be provided with Site and Construction Plan applications. The City will provide water, sewer, trash, emergency services.



2 PRELIMINARY RENDERING IMAGE FROM NE CORNER
SCALE:



1 PRELIMINARY RENDERING IMAGE FROM NW CORNER
SCALE:

KORU
Koru Group, PLLC
2135 CityGate Lane, STE 330
Naperville, IL 60563

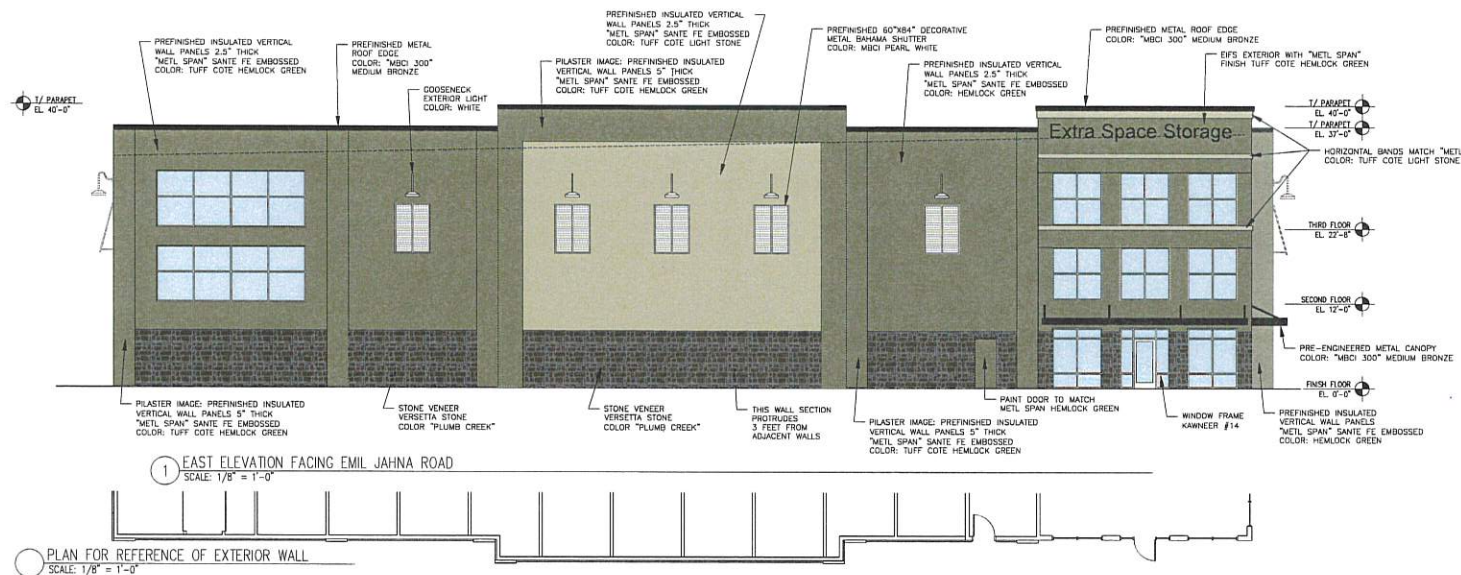
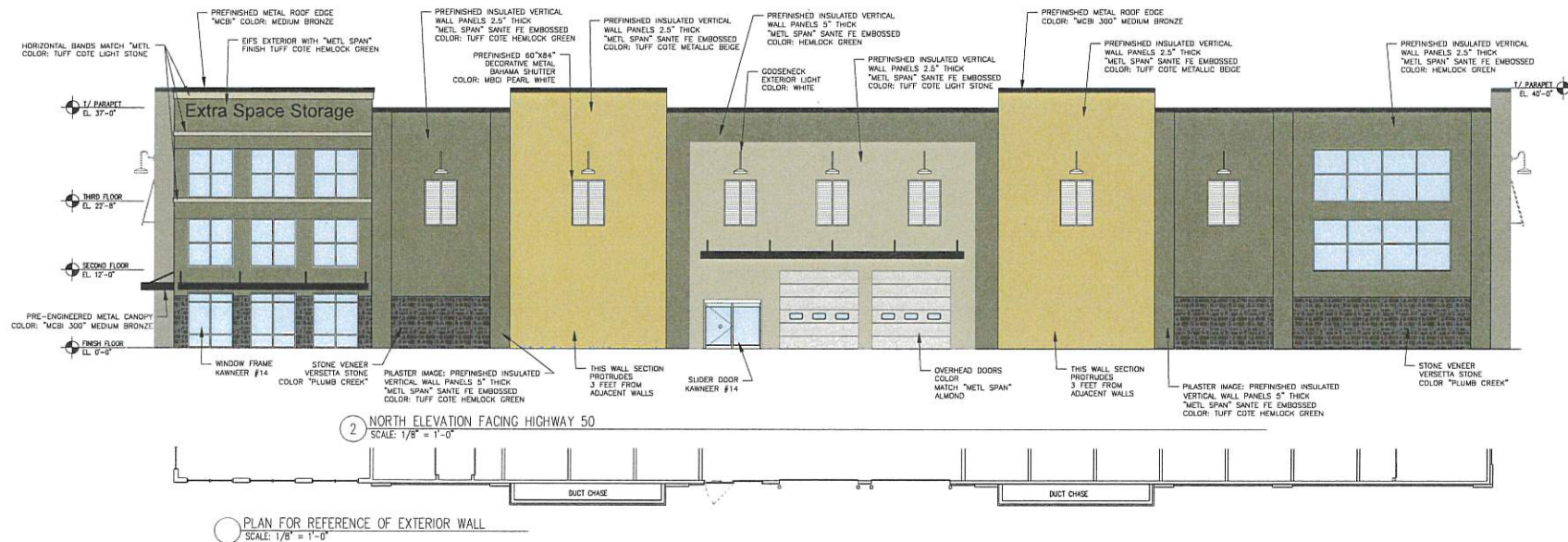
© Copyright 2023
KORU Group, PLLC
The drawings and the contents herein are the sole property
of Koru Group, PLLC and no portion of any may be printed
or copied without the express permission of the office.

CLIENT:
**ExtraSpace
Storage**

Extra Space Storage, Clermont FL

DATE:
11/21/2023

PROJECT NUMBER: 23023 Clermont Self Storage	REVIEWED BY:
DRAWN BY: Day	SHEET TITLE:
	INTRO SHEET
	SHEET NO.
	A000



KORU
Koru Group, PLLC
2135 CityGate Lane, STE 330
Naperville, IL 60563

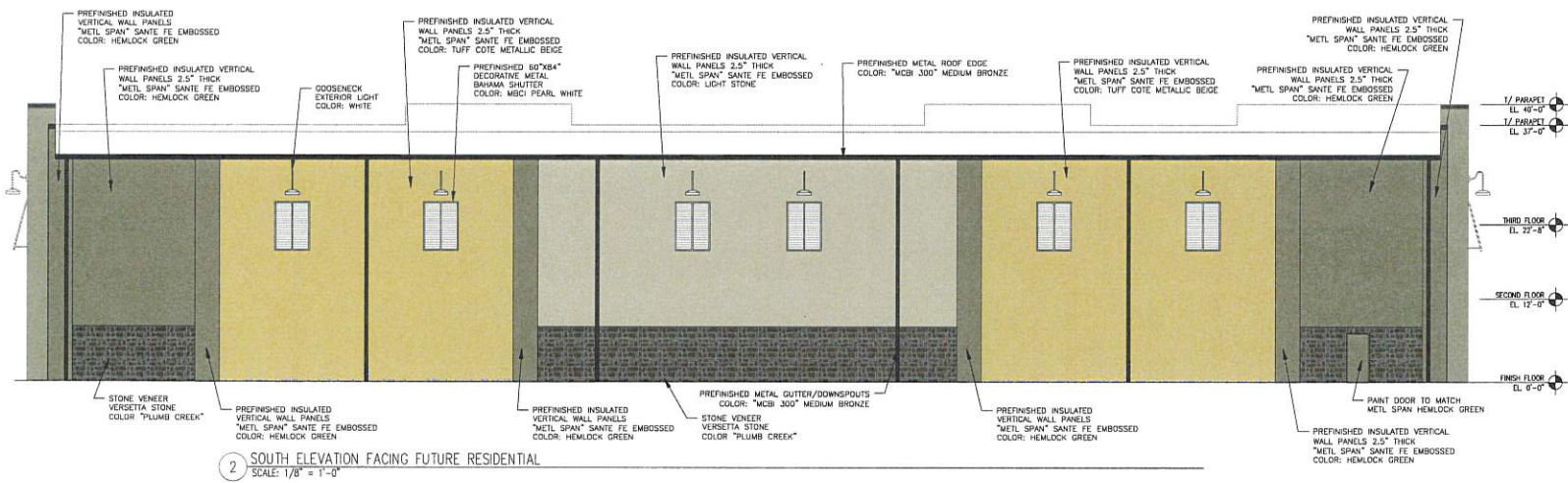
© Copyright 2023
KORU Group, PLLC
The drawing and the contents herein are the sole property
of Koru Group, PLLC, and no portion of any may be printed
or copied without the express permission of the office.

CLIENT:
**ExtraSpace
Storage**

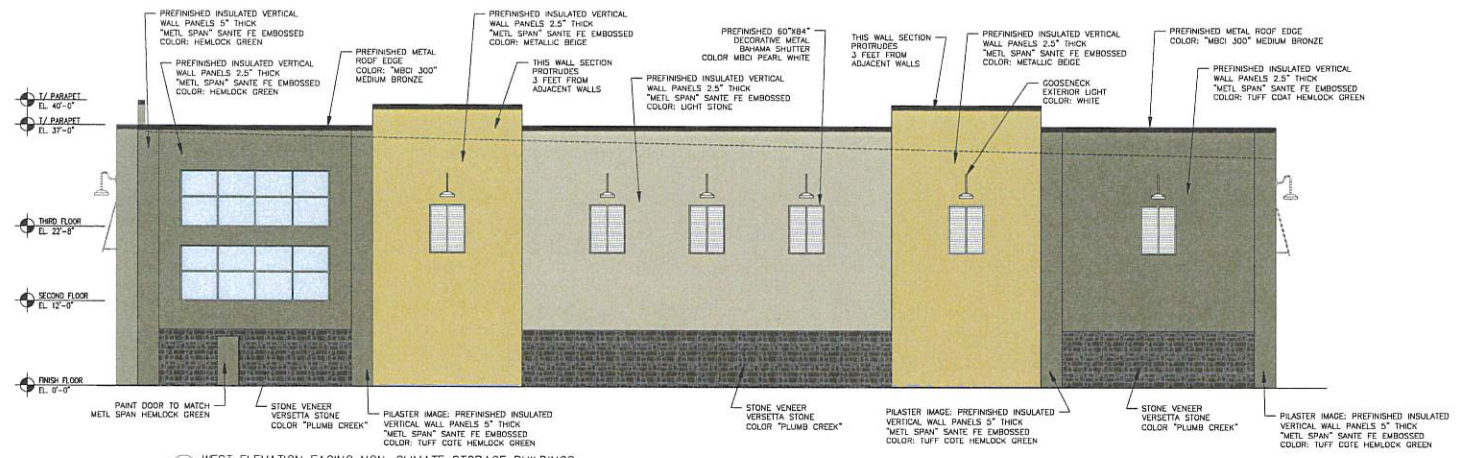
Extra Space Storage, Clermont FL

DATE
11/21/2023

PROJECT NUMBER: 2303 Clermont Self Storage
DRAWN BY: Gary
REVIEWED BY:
SHEET TITLE:
EXTERIOR ELEVATION
FROM PLAN OPTION A
SHEET NO.
A200



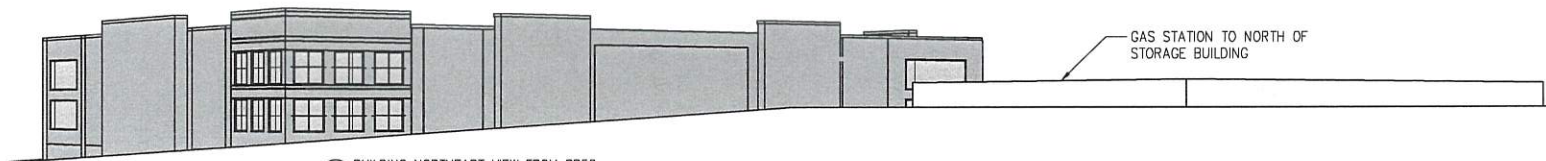
PLAN FOR REFERENCE OF EXTERIOR WALL
SCALE: 1/8" = 1'-0"



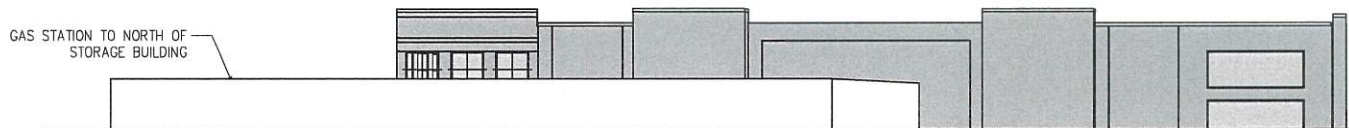
PLAN FOR REFERENCE OF EXTERIOR WALL
SCALE: 1/8" = 1'-0"



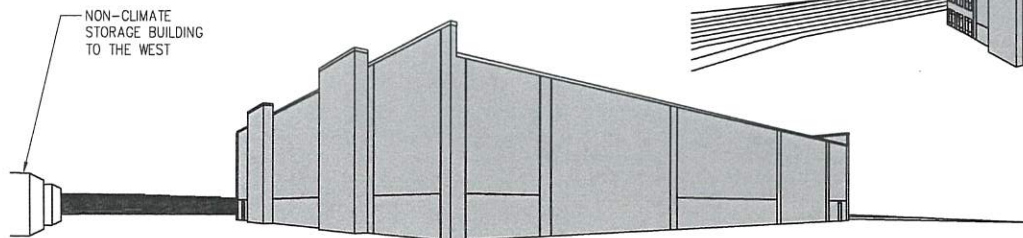
BUILDING NORTHWEST VIEW FROM SR50
SCALE:



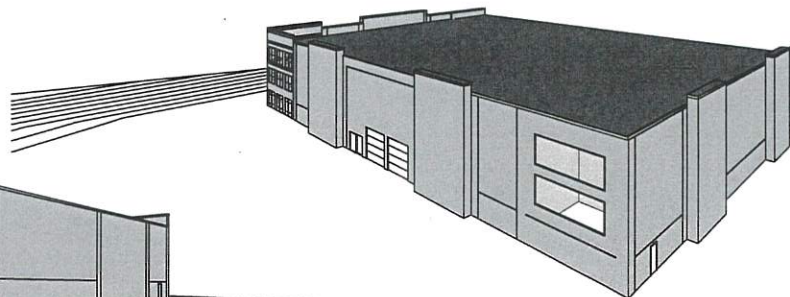
BUILDING NORTHEAST VIEW FROM SR50
SCALE:



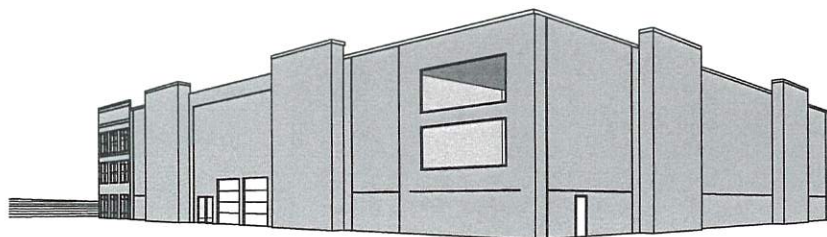
BUILDING NORTH VIEW FROM SR50
SCALE:



BUILDING SOUTHWEST CORNER VIEW
SCALE:



BUILDING OVERHEAD VIEW
SCALE:

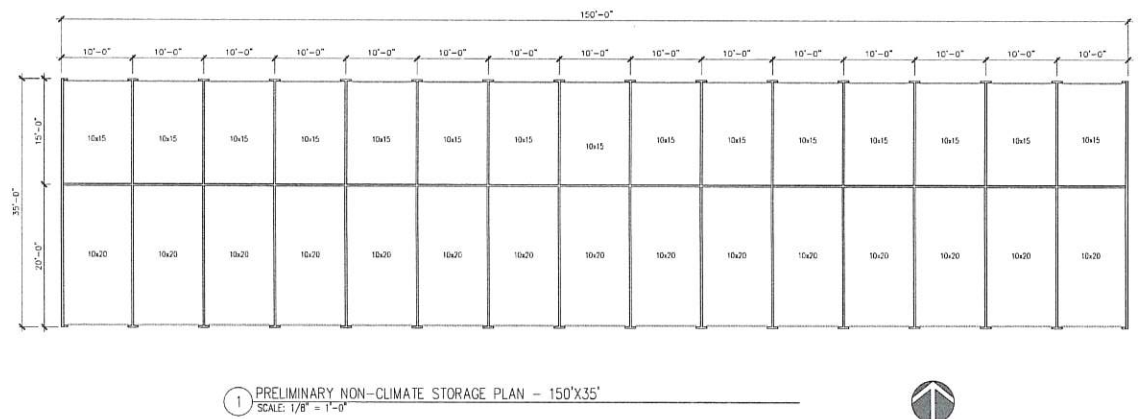
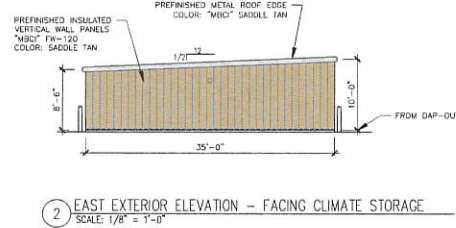
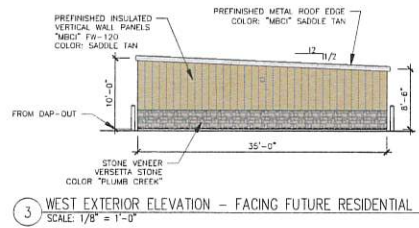
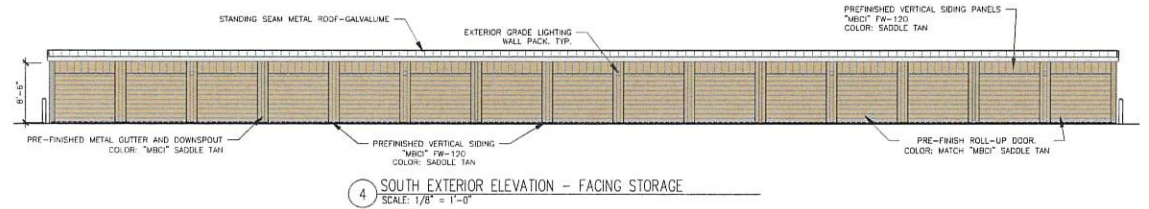
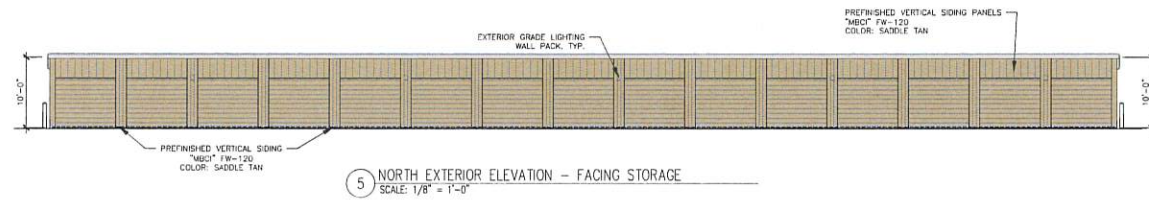


BUILDING NORTHWEST CORNER VIEW
SCALE:

NON-CLIMATE
STORAGE BUILDING
TO THE WEST



BUILDING NORTHEAST CORNER VIEW
SCALE:



© Copyright 2023
KORU GROUP, PLLC
The drawings and the contents hereon are the sole property of Koru Group, PLLC, and no portion of any may be printed or copied without the written permission of the office.



CLIENT:

Extra Space Storage, Clermont FL

DATE 11/21/2023	
PROJECT NUMBER: 23022 Clermont Self Storage	DRAWN BY: Gray
REVIEWED BY:	SHEET TITLE: NON-CLIMATE STORAGE 150'X35'
SHEET NO. A301	



CITY OF CLERMONT
REZONING
APPLICATION

Received by City:
10/3/2024
PUD2407-0001

DATE Sep 30, 2024		FEE: \$542.00 + cost of advertisement + cost of traffic review, if necessary	
Project Name (if applicable) The Shops at Waterbrooke PUD			
Applicant Jimmy D. Crawford			
Contact Person Jimmy D. Crawford / Erin Wysocki			
Address 702 W. Montrose St.	City Clermont	State FL	Zip 34711
Telephone 352-432-8644	Fax N/A		
Email jcrawford@cmhlawyers.com ; ewysocki@cmhlawyers.com			
OWNER INFORMATION			
Owner's Name UP Fieldgate US Investments - Clermont Hills			
Owner Address 3122 E. Amelia St. #A	City Orlando	State FL	Zip 32803
Telephone 352-432-8644	Email scottfish@updevelopment.com		
PROPERTY INFORMATION			
Address of Subject Property Emil Jahna Road / SR 50	City Clermont	State FL	Zip 34711
Legal Description (include copy of survey) See Attached			
Acreage 45.38	Land Use (City verification required) Commercial		
Present Zoning (City verification required) PUD	Proposed Zoning PUD		



CITY OF CLERMONT REZONING APPLICATION

Answers to the following questions are required to complete this application.

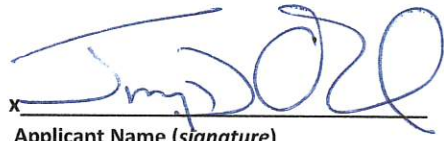
What are you proposing to do that would require a rezoning?

Amend existing commercial and residential entitlements. See attached Statement in Support

Check box to indicate additional materials are provided via attachment. ☒

Jimmy D. Crawford

Applicant Name (print)

x 

Applicant Name (signature)

Scott Fish, Manager

Owner Name (print)

x 

Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL 34712-0219
(352) 394-4083 Fax: (352) 394 3542

5/22/2020

Prepared by and Return to:

Paul "J.J." Johnson, Jr., Esquire
Sloane and Johnson, PLLC
3660 Maguire Boulevard, Suite 102
Orlando, Florida 32803

Parcel ID# 2722260001-000-03000



SPECIAL WARRANTY DEED

This Special Warranty Deed is made February 22, 2016, between **HILLS AT CLERMONT**, a Delaware limited liability company (the "**Grantor**"), whose street address is 7 Giralda Farms, 2nd Floor, Madison, NJ 07940, and **UP FIELDGATE US INVESTMENTS – CLERMONT HILLS, LLC**, a Florida limited liability company (the "**Grantee**"), whose street address is 3201 E. Colonial Drive, Orlando, Florida 32803.

The Grantor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, all of the land situated, lying and being in the County of Lake, State of Florida, and described in Exhibit "A" attached to and by reference made a part of this Special Warranty Deed (the "Property").

Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME in fee simple forever.

This conveyance is made by Grantor and accepted by Grantee subject to all covenants, conditions, restrictions, and other matters of record in the office of the County Recorder of Lake County, Florida, and all unpaid taxes and assessments, known or unknown (collectively, the "**Permitted Exceptions**").

Grantor, as its sole warranty herein, specially warrants to Grantee, its successors and assigns, that it will forever defend title to the Real Property (subject to the Permitted Exceptions) against only those claims of persons claiming to title or to or asserting claims affecting title to the Real Property, or any part thereof, by, through or under Grantor, but not otherwise.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, this Deed has been executed by Grantor as of February 22, 2016.

GRANTOR:

HILLS AT CLERMONT LLC, a Delaware limited liability company

By: PRISA III Investments, LLC, a Delaware limited liability company, its sole member

By: PRISA III REIT Operating LP, a Delaware limited partnership, its sole member

By: PRISA III OP GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund LP, a Delaware limited partnership, its manager

By: PRISA III Fund GP, LLC, a Delaware limited liability company, its general partner

By: PRISA III Fund PIM, LLC, a Delaware limited liability company, its sole member

By: PGIM, Inc., a New Jersey corporation, its sole member

By: Collete English Dixon
Name: Collete English Dixon
Title: V.P.

Signed, sealed and delivered in the presence of:

R. Bloom
Print Name: Ryan Bloom

Michael McBain
Print Name: Michael McBain

STATE OF Illinois §
§
COUNTY OF Cook §

On February 8, 2016, before me, the undersigned, a notary public in and for said State, personally appeared Collete English Dixon, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Gloria D. Hawthorne
Notary Public
Gloria D. Hawthorne
Notary Printed Name
My Commission Expires: 574513

Exhibit "A"
(Legal Description)

THAT PORTION OF THE EAST 222.00 FEET OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°30'12" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE SOUTH RIGHT WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 554.31 FEET TO THE WESTERLY LINE OF THAT PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3153, PAGE 2149 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°53'31" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 89°06'29" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 591, PAGE 1222 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 549.99 FEET TO THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 591, PAGE 1222; THENCE RUN NORTH 00°53'31" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 203.70 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27; THENCE RUN SOUTH 00°25'59" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1293.07 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE RUN NORTH 88°58'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1309.61 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 88°58'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 222.01 FEET TO A POINT, 222.00 FEET, WESTERLY OF, WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE RUN NORTH 00°30'12" EAST, ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; A DISTANCE OF 1289.70 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING.

PROPERTY RECORD CARD

General Information

Name:	UP FIELDGATE US INVESTMENTS - CLERMONT HILLS LLC	Alternate Key:	3868854
Mailing Address:	3660 MAGUIRE BLVD STE 102 ORLANDO, FL 32803 Update Mailing Address	Parcel Number: ①	27-22-26-0001-000-03200
		Millage Group and City:	000C Clermont
		2022 Total Certified Millage Rate:	17.3628
		Trash/Recycling/Water/Info:	My Public Services Map ①
Property Location:	EMIL JAHNA RD CLERMONT FL, 34711	Property Name:	- Submit Property Name ①
		School Information:	School Locator & Bus Stop Map ① School Boundary Maps ①
Property Description:	FROM NW COR OF NE 1/4 RUN S 0-37-50 WALONG SAID W LINE OF NE 1/4 A DIST OF 1288.52 FT TO CENTERLINE OF SR 50, S 89-06-32 E ALONG SAID CENTERLINE 557.74 FT, S 0-53-28 W 75 FT TO A POINT ON THE S R/W LINE OF SR 50 FOR POB, S 0-53-31 W 325 FT, S 89-06-29 E 549.99 FT, N 0-53-31 E 325 FT, WALONG S R/W LINE OF SR 50 TO POB ORB 6134 PG 73		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	GOVT WETLAND (8096)	0	0		4.090	Acre	\$0.00		\$184.00

[Click here for Zoning Info](#) ①
 [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
6134 / 73	03/2023	Quit Claim Deed	Unqualified	Vacant	\$0.00
3153 / 2149	04/2006	Misc Deed/Document	Unqualified	Vacant	\$0.00

[Click here to search for mortgages, liens, and other legal documents.](#) ①

Values and Estimated Ad Valorem Taxes

Values shown below are 2023 CERTIFIED VALUES (July 1 Preliminary Tax Roll Certification)

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$184	\$184	\$0	5.0364	\$0.00
SCHOOL BOARD STATE	\$184	\$184	\$0	3.2500	\$0.00
SCHOOL BOARD LOCAL	\$184	\$184	\$0	2.9980	\$0.00
LAKE COUNTY WATER AUTHORITY	\$184	\$184	\$0	0.3083	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$184	\$184	\$0	0.1974	\$0.00
CITY OF CLERMONT	\$184	\$184	\$0	5.0600	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$184	\$184	\$0	0.4629	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$184	\$184	\$0	0.0918	\$0.00
				Total: 17.4048	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law
Economic Development Exemption	Learn More View the Law
✓ Government Exemption (amount varies)	Learn More View the Law

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein. Its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

PROPERTY RECORD CARD

General Information

Name:	UP FIELDGATE US INVESTMENTS - CLERMONT HILLS LLC	Alternate Key:	3868851
Mailing Address:	3122 E AMELIA ST # A ORLANDO, FL 32803-5851 Update Mailing Address	Parcel Number: ①	27-22-26-0001-000-03100
		Millage Group and City:	000C Clermont
		2023 Total Certified Millage Rate:	17.3304
		Trash/Recycling/Water/Info:	My Public Services Map ①
Property Location:	EMIL JAHNA RD CLERMONT FL, 34711	Property Name:	-- Submit Property Name ①
		School Information:	School Locator & Bus Stop Map ① School Boundary Maps ①
Property Description:	FROM N 1/4 COR OF SEC RUN S 0-30-12 W ALONG W LINE OF NE 1/4 A DIST OF 1363.52 FT TO A POINT ON S R/W LINE OF SR 50 FOR POB, RUN S 89-06-29 E ALONG SAID S R/W LINE 554.31 FT, S 0-53-31 W 325 FT, S 89-06-29 E 549.99 FT, N 0-53-31 E 325 FT, S 89-06-29 E ALONG S R/W LINE 203.70 FT TO A POINT ON E LINE OF SW 1/4 OF NE 1/4, S 0-25-59 W ALONG SAID E LINE 1293.07 FT TO SE COR OF SW 1/4 OF NE 1/4, N 88-58-56 W 1309.61 FT TO SW COR OF SW 1/4 OF NE 1/4, CONT N 88-58-56 W ALONG S LINE OF SE 1/4 OF NW 1/4 A DIST OF 222.01 FT TO A POINT 222 FT W'LY OF, WHEN MEASURED PERPENDICULAR TO THE W LINE OF SW 1/4 OF NE 1/4, N 0-30-12 E 1289.70 FT TO S R/W LINE OF SR 50, S 89-06-29 E ALONG SAID S R/W LINE 222 FT TO POB ORB 4745 PG 680		
NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.			

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		41.280	Acre		\$7,991,808.00	\$7,991,808.00
2	BILLBOARD SITE (1020)	0	0		1.000	Lot		\$20,000.00	\$20,000.00

[Click here for Zoning Info](#) ①
 [FEMA Flood Map](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4745 / 680	02/2016	Warranty Deed	Qualified	Vacant	\$5,000,000.00
3543 / 83	11/2007	Warranty Deed	Unqualified	Vacant	\$16,300,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

Values shown below are 2024 WORKING VALUES that are subject to change until certified.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$8,011,808	\$7,886,210	\$7,886,210	5.0364	\$39,718.11
SCHOOL BOARD STATE	\$8,011,808	\$8,011,808	\$8,011,808	3.2080	\$25,701.88
SCHOOL BOARD LOCAL	\$8,011,808	\$8,011,808	\$8,011,808	2.9980	\$24,019.40
LAKE COUNTY WATER AUTHORITY	\$8,011,808	\$7,886,210	\$7,886,210	0.2940	\$2,318.55
ST JOHNS RIVER FL WATER MGMT DIST	\$8,011,808	\$7,886,210	\$7,886,210	0.1793	\$1,414.00
CITY OF CLERMONT	\$8,011,808	\$7,886,210	\$7,886,210	5.0600	\$39,904.22
LAKE COUNTY MSTU AMBULANCE	\$8,011,808	\$7,886,210	\$7,886,210	0.4629	\$3,650.53
LAKE COUNTY VOTED DEBT SERVICE	\$8,011,808	\$7,886,210	\$7,886,210	0.0918	\$723.95
				Total:	Total:
				17.3304	\$137,450.64

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000)	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$5,000)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$5,000)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5,000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More View the Law

LEGAL NOTICE

On Tuesday, December 10, 2024 at 6:30 PM the Clermont City Council will consider the enactment of the following proposed ordinance.

ORDINANCE NO. 2024-039

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.

LOCATION

The Shops at Waterbrooke
Vacant parcel located south of State Road 50
and west of Emil Jahna Road
Alternate Key – 3868851 & 3868854



PROPERTY REZONING AMENDMENT

City of Clermont Planned Unit Development (PUD) Amendment:

To allow for a Self-Storage Facility and to allow for the decrease of the commercial acreage with an increase to the residential acreage as amended with the updated Conceptual Site Plan.

LEGAL DESCRIPTION

FROM N 1/4 COR OF SEC RUN S 0-30-12 W ALONG W LINE OF NE 1/4 A DIST OF 1363.52 FT TO A POINT ON S R/W LINE OF SR 50 FOR POB, RUN S 89-06-29 E ALONG SAID S R/W LINE 554.31 FT, S 0-53-31 W 325 FT, S 89-06-29 E 549.99 FT, N 0-53-31 E 325 FT, S 89-06-29 E ALONG S R/W LINE 203.70 FT TO A POINT ON E LINE OF SW 1/4 OF NE 1/4, S 0-25-59 W ALONG SAID E LINE 1293.07 FT TO SE COR OF SW 1/4 OF NE 1/4, N 88-58-56 W 1309.61 FT TO SW COR OF SW 1/4 OF NE 1/4, CONT N 88-58-56 W ALONG S LINE OF SE 1/4 OF NW 1/4 A DIST OF 222.01 FT TO A POINT 222 FT W'LY OF, WHEN MEASURED PERPENDICULAR TO THE W LINE OF SW 1/4 OF NE 1/4, N 0-30-12 E 1289.70 FT TO S R/W LINE OF SR 50, S 89-06-29 E ALONG SAID S R/W LINE 222 FT TO POB ORB 4745 PG 680.

TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY:
FROM NW COR OF NE 1/4 RUN S 0-37-50 W ALONG SAID W LINE OF NE 1/4 A DIST OF 1288.52 FT TO CENTERLINE OF SR 50, S 89-06-32 E ALONG SAID CENTERLINE 557.74 FT, S 0-53-28 W 75 FT TO A POINT ON THE S R/W LINE OF SR 50 FOR POB, S 0-53-31 W 325 FT, S 89-06-29 E 549.99 FT, N 0-53-31 E 325 FT, W ALONG S R/W LINE OF SR 50 TO POB ORB 6134 PG 73.

ALL IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

CONTAINING 45.38 ACRES, MORE OR LESS.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Ordinance No. 2024-044 <i>Final Public Camping</i>		
Requested Action		
Consider approval of Ordinance 2024-044		
Staff Report		
Effective October 1, 2024, the City is subject to the state mandate contained in F.S. Section 125.0231 that requires the City to prohibit public camping and sleeping. The law also creates a cause of action in favor of an affected property owner, if the City fails to prohibit public camping and sleeping. That part of the law takes effect 1/1/2025. The staff has proposed the included ordinance to address these issues: New Section 24-15 as proposed provides as follows: Any person found to have engaged in public camping or sleeping on public property within the City shall be in violation of the City Code. • A City code enforcement officer or law enforcement officer, based on personal knowledge, is authorized to initiate the code enforcement citation process, direct that the individual leave the public property and provide the individual with a time not to exceed 60 minutes to leave. • If the individual does not timely leave the public property, the code enforcement or law enforcement officer may issue a code enforcement citation under Section 1-129 of the City Code, which includes a fine of \$250 per violation. • If, after having been cited, the individual returns to the same location, a law enforcement officer may initiate the process to criminally trespass the individual from public property pursuant to Section 810.09 <i>Florida Statutes</i>.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2024-044 - Public Camping (01.03.2025)	2024-044 - Public Camping (01.03.2025).pdf	
2. Business Impact Estimate - Ord. 2024-044 Public Camping	Business Impact Estimate - Ord. 2024-044 Public Camping.pdf	
3. Legal Ad	Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2024-044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CREATING AND ENACTING CHAPTER 24, “OFFENSES AND MISCELLANEOUS PROVISIONS” ARTICLE I, “IN GENERAL” SECTION 24-15 “PUBLIC CAMPING OR SLEEPING OF THE CLERMONT CITY CODE, PROVIDING FOR FINDINGS, PURPOSE, INTENT AND DEFINITIONS; MAKING THE ACT OF PUBLIC CAMPING AN OFFENSE PUNISHABLE BY LAW, PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

WHEREAS, Chapter 166 of the Florida Statutes and Article VIII of the Florida Constitution authorizes the legislative body of each municipality to enact ordinances to protect the health, safety, and welfare of its residents; and

WHEREAS, the Florida Legislature has enacted HB 1365 codified under 125.0231 Florida Statutes forbidding municipalities from authorizing or otherwise allowing any person to regularly engage in public camping or sleeping on any public property; and

WHEREAS, the Florida Statute creates a cause of action whereby an affected member of the public can bring legal action against the municipality seeking damages for failing to act to prohibit public camping or sleeping on or after January 1, 2025; and

WHEREAS, the City has a substantial interest in protecting against unsanitary conditions and safety issues in the areas where the public generally traverse and congregate, and to promote the public health and peaceful enjoyment of public property; and

WHEREAS, prohibiting camping in areas without adequate resources is a reasonable means to achieving those goals; and

WHEREAS, the unauthorized use of public property for camping where the property in question is neither intended nor designed as a campsite, campground, or site for temporary human habitation tends to impair, obstruct, and otherwise detract from the use of the property for its intended and designed purpose; and

WHEREAS, public property is also an inappropriate setting for camping activities for reasons that include, but are not limited to, the lack of adequate means for disposing of waste and access to utilities; and

WHEREAS, camping in areas not equipped for such activities leads to the physical deterioration of such areas; and



CITY OF CLERMONT
ORDINANCE NO. 2024-044

WHEREAS, the City Council desires to protect and preserve the health, safety, and welfare of its residents, visitors, and the general public, by adding Section 24-15 to the City's Code prohibiting camping and public sleeping (which conduct is specifically identified and defined herein) in public places; and

WHEREAS, the City Council finds that prohibiting camping in public places in the City furthers the legitimate governmental interest in protecting the public health, safety and welfare of all persons within the City as more particularly set forth above; and

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Clermont, Lake County, Florida as follows:

SECTION 1:

The foregoing recitals are incorporated herein and are true and correct and accepted as Findings in support of this Ordinance.

SECTION 2:

Chapter 24, "OFFENSES AND MISCELLANEOUS PROVISIONS", Article I. "In General" of the Clermont City Code, is amended to enact and create Section 24-15 "Public Camping or Public Sleeping" to read as follows: (underlined indicates added language and strike through indicates deleted language).

Sec. 24-15. Public Camping or Public Sleeping. (a) Definitions.

(a) Definitions.

(1) "Enforcement officer" means a sworn Law Enforcement Officer of the City of Clermont or any other employee duly authorized to enforce City of Clermont codes and ordinances.

(2) "Public camping or sleeping" means:

a. Lodging or residing overnight in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage of personal belongings; or

b. Lodging or residing overnight in an outdoor space without a tent or other temporary shelter.

c. Cooking over an open flame or fire out-of-doors or utilizing non-city designated cooking facilities outdoor.

(3) "Public Camping" does not include:

a. Lodging or residing overnight in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.



CITY OF CLERMONT
ORDINANCE NO. 2024-044

b. Camping for recreational purposes on property designated for such purposes.

(4) “Public Place” means any structure owned or leased by the City, public street, sidewalk, alley, or other public right-of-way, park, playground, or government-owned area within the City.

(5) “Lodging” means sleeping accommodations or temporary place to stay.

(6) “Overnight” means any time during the hours between sundown and sunset.

(7) “Residing” means to dwell or live in a place.

(b) Public Camping Prohibited. It is prohibited, unlawful, and a violation of this Section for any person to engage in public camping or sleeping on or in any Public Place.

(c) Procedures; investigation of violations; issuance of citations; other enforcement.

(1) Any person violating this Section shall, upon being warned by an Enforcement Officer, cease the prohibited activity. An Enforcement Officer is hereby authorized to issue a written warning to any person for violation of this Section when the Enforcement Officer has reasonable cause to believe that the person has committed a violation of this Section.

(2) The written warning may be provided to the person that has committed a violation of this Section and shall establish a reasonable time within which the person must leave the public property, including removing any and all tents, temporary structures, and personal belongings. Such time period to comply will not exceed sixty (60) minutes.

(3) If the violator does not comply with the warning within the time period, the Enforcement Officer may take enforcement action, including but not limited to issuance of a citation pursuant to Sec. 1-129 et. seq. of the City Code, as amended or renumbered; arrest, or other enforcement action, as necessary and applicable. The Enforcement Officer shall record on the applicable documents with as much particularity as possible, the identification of the subject Public Place.

(4) In the event that a person has been warned, issued a citation, or arrested within the preceding six (6) months and the Enforcement Officer has reasonable cause to believe that the person has committed a violation of this Section on the same property for which the prior warning, citation, or arrest was issued, the Enforcement Officer shall take enforcement action and shall consider whether a violation of F.S. § 810.09, as amended or renumbered, has been committed. .

(5) The city may pursue any enforcement action or legal remedy available under controlling state law and any legal remedy available to the city to include, but not be limited to a written warning to be followed by a fine not exceeding \$500.00 unless otherwise authorized by state law, followed by imprisonment for a term not exceeding 60 days unless otherwise authorized by state law.

(d) This section does not apply during any time period in which:



CITY OF CLERMONT
ORDINANCE NO. 2024-044

(1) The Governor has declared a state of emergency in Lake County or another county immediately adjacent to Lake County and has suspended the provisions of this section pursuant to s. 252.36.

(2) A state of emergency has been declared in Lake County under F.S. Chapter 870.

SECTION 3: CONFLICT

All ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4: SEVERABILITY

If any portion of this ordinance is declared invalid or unenforceable, then, to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed herefrom, and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION 5: ADMINISTRATIVE CORRECTION

Regardless of whether such inclusion in the Code as described in Section 4 is accomplished, Section 2 of the 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 6: CODIFICATION

The text of Section 2 of this ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 7: 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.



CITY OF CLERMONT
ORDINANCE NO. 2024-044

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of January 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Christian W. Waugh, Interim City Attorney



CITY OF CLERMONT
ORDINANCE NO. 2024-044

BUSINESS IMPACT ESTIMATE

TO: Mayor Murry and Council Members

FROM: Planning and Development Services/ Curt Henschel

DATE: November 5, 2024

SUBJECT: Ordinance No. 2024-044 – Public Camping Prohibited

Section 166.041, *Florida Statutes*, effective July 1, 2023, requires the City prepare a business impact estimate prior to final consideration of an ordinance. The following Business Impact Estimate complies with the law and has been posted on the City’s website at the time of the published notice of the City Council’s final consideration of the ordinance, or ten (10) days prior to the adoption public hearing, whichever is longer.

1. Summary of proposed Ordinance 2024-044

The proposed ordinance amends Chapter 24, “Offenses and Miscellaneous Provisions” to create Section 24-15 “Public Camping Prohibited”. The Ordinance is required to comply with recently enacted Section 125.0231 *Florida Statutes* which prohibits the City from authorizing or otherwise allowing any person to regularly engage in public camping or sleeping on any public property. Section 125.0231 creates a cause of action in favor of an affected property owner to sue the City for damages if the City fails to reasonably act to prohibit public camping or sleeping.

New Section 24-15 as proposed provides as follows:

- Any person found to have engaged in public camping or sleeping on public property within the City shall be in violation of the City Code.
- A City code enforcement officer or law enforcement officer, based on personal knowledge, is authorized to initiate the code enforcement citation process, direct that the individual leave the public property and provide the individual with a time not to exceed 60 minutes to leave.
- If the individual does not timely leave the public property the code enforcement or law enforcement officer may issue a code enforcement citation under section 1-129 of the City Code, which includes a fine of \$250 per violation.
- If after having been cited, the individual returns to the same location, a law enforcement officer may initiate the process to criminally trespass the individual from public property pursuant to Section 810.09 *Florida Statutes*.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

City staff has not identified any direct cost to businesses associated with the proposed ordinance.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

There are no new charges or fees on businesses.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

The proposed ordinance does not add enforcement requirements for City staff beyond that which are in the existing code and as necessary to enforce criminal laws.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

The proposed ordinance is not expected to impact any businesses.

4. Any additional information the board determines may be useful.

The ordinance is primarily intended to comply with the Florida Legislative's mandate set forth in Section 125.0231 *Florida Statutes* and to reduce the City's exposure to damage claims from property owners.

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	Nicole Wisniewski
Contact Phone:	352.241.7334
Contact Email:	nwisniewski@clermontfl.org
PO Number:	Ordinance 2024-044

Date:	11/15/2024
Order Number:	10777652
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	68.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	11/25/2024 - 11/25/2024	Govt Public Notices
LEE dailycommercial.com	1	11/25/2024 - 11/25/2024	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$109.44
Tax Amount	\$0.00
Service Fee 3.99%	\$4.37
Cash/Check/ACH Discount	-\$4.37
Payment Amount by Cash/Check/ACH	\$109.44
Payment Amount by Credit Card	\$113.81

Order Confirmation Amount	\$109.44
----------------------------------	-----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, December 10, 2024 at 6:30 PM for the final reading and ordinance adoption

ORDINANCE NO. 2024-044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CREATING AND ENACTING CHAPTER 24, "OFFENSES AND MISCELLANEOUS PROVISIONS" ARTICLE I, "IN GENERAL" SECTION 24-15 "PUBLIC CAMPING OR SLEEPING OF THE CLERMONT CITY CODE, PROVIDING FOR FINDINGS, PURPOSE, INTENT AND DEFINITIONS; MAKING THE ACT OF PUBLIC CAMPING AN OFFENSE PUNISHABLE BY LAW, PROVIDING FOR PROGRAM IMPLEMENTATION REQUIREMENTS AND PROVIDING FOR ENFORCEMENT AND ADMINISTRATIVE PROCEDURES; PROVIDING FOR CONFLICT, SEVERABILITY, ADMINISTRATIVE CORRECTION, CODIFICATION, PUBLICATION AND EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may 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
November 25, 2024
10777652



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Board Appointments		
Requested Action		
Staff Report		
Attached are the applications submitted to the City for the Planning and Zoning Commission and Code Enforcement Board. The city code requires applicants from the <u>Planning and Zoning Commission</u> to live in the City Limits and be a registered elector of the City. The appointment is for a 2-year term. The city code requires applicants from the <u>Code Enforcement Board</u> to live in the city limits and be a registered elector of the city. The appointments are to fill two terms. Seat 1 expires 3/31/2026 and Seat 5 expires 03/31/2027.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Board Appointment Requests (2025)	Board Appointment Requests (2025).pdf	
2. Devitt, Melissa	Devitt, Melissa.pdf	
3. Gulati, Maria	Gulati, Maria.pdf	
4. Makowski, Sylvester	Makowski, Sylvester.pdf	
5. Nagel, Merideth	Nagel, Merideth.pdf	
6. Tidona, John	Tidona, John.pdf	

BOARD APPOINTMENT REQUESTS						
PLANNING AND ZONING COMMISSION (1 Seat Available) (2 Year Term)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED CITY VOTER	REQUESTING
	Merideth Nagel	1280 Dianna Place	NO	YES	YES	Appointment
	John Tidona	3611 Briar Run Drive	NO	YES	YES	Appointment
CODE ENFORCEMENT BOARD (2 Seats Available) (Finish Terms ending 3/31/2026 & 3/31/2027)	REQUESTOR	ADDRESS/SUBDIVISION	PRIOR SERVICE TO THE CITY	LIVES IN CITY	REGISTERED CITY VOTER	REQUESTING
	Maria Gulati	1245 7th Street	NO	YES	YES	Appointment
	Sylvester Makowski	3813 Scarborough Court	NO	YES	YES	Appointment
	Melissa Devitt	434 Balboa Blvd.	NO	YES	YES	Appointment



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Melissa Devitt

Home Address: 434 Balboa Blvd., Clermont, FL 34715

Phone: 321-299-4002 Alternate: _____

Email: meldev73@gmail.com Occupation: Licensed Real Estate Title Agent - FL & VA

Provide a statement about yourself indicating background experience:

I have a vast and varied background, but the one commonality is that I am dedicated to the cause and highly capable of learning and adapting to whatever the need. I am familiar with residential property (with regard to code violations) and have a familiarity with law enforcement (with regard to pension, etc.). Since I am applying to 2 different roles, I feel it best to include both skill-sets herein.

Describe your understanding of what the Board of Interest does:

It is my understanding that the Code Enforcement Board & Police Pension Board both have a need for someone to facilitate specific needs as outlined in the vacancy postings. I would be well-qualified for either or both.

Boards previously served on:

NONE

Describe the importance of the Board of Interest to the City of Clermont:

Both of these boards fulfill a need for the City and exist to protect the financial interest of the City as well.

Describe what you feel you could bring to the Board of Interest:

I would bring an outside vision and talent that should be welcome and appreciated. Given that these are volunteer positions, I believe my skill-set and professionalism would be welcome and valued.



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☒ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk’s Office – 352-241-7330

Email: Cityclerk1@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk1@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: MAHA GULATI

Home Address: 1245 7TH ST, CLERMONT

Phone: 858 722 5159 Alternate: _____

Email: MYGITANA@GMAIL.COM Occupation: REAL ESTATE MGR

Provide a statement about yourself indicating background experience:

REAL ESTATE, LAW, FINANCIAL APPRAISAL, TITLE ESCROW
VACATION RENTAL, MANAGEMENT, MARKETING
I JUST MOVED FROM CA 2 YRS AGO, AND
I LOVE CLERMONT AND WANT TO KEEP IT GROWING

Describe your understanding of what the Board of Interest does:

AS THE CITY IS GROWING THERE IS MORE NEED THAN
EVER FOR HOME OWNERS AND BUSINESSES TO MAKE SURE
THEY KEEP THEIR PLACE CLEAN AND PERMIT ANY AND
ALL ADDITION, OUTDOOR STRUCTURES AND SIGNAGE

Boards previously served on:

Describe the importance of the Board of Interest to the City of Clermont:

CITY OF CLERMONT IS A MIXTURE OF OLD AND NEW
AND THE BOARD CAN HELP WITH KEEPING A P
WITH THE DEMAND OF A GROWING CITY

Describe what you feel you could bring to the Board of Interest:

I AM HIGHLY EDUCATED IN ALL REAL ESTATE
MATTERS AND I HAVE LIVED IN MULTIPLE WELL
KEPT CITIES IN CALIFORNIA.
I AM NOT LICENSED IN RE IN FLORIDA.
I AM A VACATION HOME OWNER AND RETIRED
I OWN SEVERAL HOMES AND WANT TO KEEP
CITY GROWING.



CITY OF CLERMONT – CITY CLERK’S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☒ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees*
- ☐ Police Officers Pension Board of Trustees*

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

Questions?

Contact: City Clerk’s Office – 352-241-7330

Email: Cityclerk1@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk1@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: SYLVESTER MAKOWSKI

Home Address: 3813 SCARBOROUGH COURT

Phone: 352-243-3783 Alternate: 352-223-6587

Email: SYLMAK42@GMAIL.COM Occupation: RETIRED

Provide a statement about yourself indicating background experience:

30 YRS POLICE OFFICER CITY OF MILWAUKEE
22 YRS U.S. AIR FORCE (4 YRS REG, 18 YRS W/ANG)
ASSO. DEGREE POLICE SCIENCE
5 YRS FLORIDA STATE TROOPER AUXILIARY

Describe your understanding of what the Board of Interest does:

OVERSEES BUILDING CODES, ZONING LAWS AND
ORDINANCES

Boards previously served on:

KINGS RIDGE COMMUNITY ASSOCIATION BOARD OF
DIRECTORS CURRENTLY SERVING

Describe the importance of the Board of Interest to the City of Clermont:

MAINTAIN THE QUALITY OF LIFE WITHIN THE COMMUNITY

Describe what you feel you could bring to the Board of Interest:

EXPERIENCE AS A POLICE SERGEANT WITH THE LAWS
AND ORDINANCES OF A LARGE CITY WITH A DIVERSE
POPULATION



Board(s) of Interest: **Please check all that apply**

- ☐ Planning and Zoning Commission*
- ☒ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk’s Office – 352-241-7330

Email: Cityclerk1@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk1@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT – CITY CLERK’S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: Ms. Merideth Nagel

Home Address: 1280 Dianna Place Clermont, FL 34711

Phone: (352) 217-7009 Alternate: (352) 394-7408

Email: merideth.nagel@mnagellaw.com Occupation: Attorney/Business Owner

Provide a statement about yourself indicating background experience:

I am Clermont resident who grew up here -- since 1969! I am also an attorney of 27 years
experience, with a JD, and a Masters in Law (LLM), with a special emphasis in real estate law.

I have owned my own firm here in Clermont since 2005. Prior to that I was employed by the multi-national firm
Holland & Knight and prior to that at The Florida Supreme Court. I have special training in the interpretation
standards of local, state and federal code, as well as all matters related to development - commercial and residential.

Describe your understanding of what the Board of Interest does:

Meets regularly on the Council's schedule to consider pending applications for issues such as zoning and
regulations related thereto, and provides recommendations thereon by vote after hearing.

Boards previously served on:

No municipal boards, but over 20 civic and professional organizations.

Describe the importance of the Board of Interest to the City of Clermont:

Our beautiful city is growing and all citizens want that growth to be as "smart" as possible. I believe this board
is an important resource to assist our City Council as they manage this growth.

Describe what you feel you could bring to the Board of Interest:

I believe my judicial training and experience as an attorney generally, as well as my experience in real estate law,
allow me to provide meaningful insight and assistance regarding the the growth challenges and opportunities for our
beautiful Choice of Champions -- Clermont



CITY OF CLERMONT – CITY CLERK’S OFFICE
685 W. MONTROSE ST. – CLERMONT, FL 34711
WWW.CLERMONTFL.GOV

Board(s) of Interest: Please check all that apply

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont for an uninterrupted period of 18 months prior to application.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk’s Office – 352-241-7330

Email: Cityclerk1@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- Email: Cityclerk1@clermontfl.org
- Fax: 352-394-2394



CITY OF CLERMONT CITIZEN BOARD APPLICATION

Name: JOHN YIDONA
Home Address: 3611 BRIAR RUN DRIVE CLERMONT FL 34711
Phone: 917-459-1963 (C) Alternate: —
Email: jtidona1963@gmail.com Occupation: Project Coordinator

Provide a statement about yourself indicating background experience:

WHEN I LIVED ON STATEN ISLAND, I WAS VERY INVOLVED WITH OUR LOCAL ELECTED OFFICIALS THROUGH THE NYC CERT PROGRAM. I HAVE TWO MASTERS DEGREES, FLORIDA CPED, AND FEMA COOP Level I. I AM A TEAM PLAYER WHO IS INTERESTED IN CLERMONT'S SUCCESS.

Describe your understanding of what the Board of Interest does:

AS I UNDERSTAND IT, THE PLANNING AND ZONING COMMITTEE WILL REVIEW CONSTRUCTION DOCUMENTS AND PROVIDE AN OPINION (ON THEM), TO THE CITY COUNCIL.

Boards previously served on:

NONE, IN CLERMONT. I HAVE RECENTLY BEEN ASKED TO JOIN THE BOARD OF DIRECTORS FOR SGAUS, → STATE GUARD Association of the United States.

Describe the importance of the Board of Interest to the City of Clermont:

CLERMONT HAS SEEN UNPRECEDENTED GROWTH IN THE LAST 4 TO 7 YEARS. THE P+Z BOARD HAS THE HEAVY BURDEN TO ADDRESS TRAFFIC AND OVERDEVELOPMENT.

Describe what you feel you could bring to the Board of Interest:

AS SOMEONE WHO WITNESSED THE SAME TRAFFIC + OVERDEVELOPMENT ON STATEN ISLAND, I CAN BRING AN "OUT OF THE BOX" AND REALISTIC PERSPECTIVE TO WHAT IS GOING ON. A FRESH WAY OF THINKING OUT THE ISSUES. MY FAMILY MOVED TO CLERMONT 7 YEARS AGO... TO ENJOY CLERMONT... NOT TO SEE IT TURN INTO ANOTHER STATEN ISLAND.



Board(s) of Interest: **Please check all that apply**

- ☒ Planning and Zoning Commission*
- ☐ Code Enforcement Board*
- ☐ Community Redevelopment Agency Board**
- ☐ Firefighters Pension Board of Trustees***
- ☐ Police Officers Pension Board of Trustees***

Please note:

- Members on boards are required to file an annual Form 1 Financial Disclosure.
- Attach any additional supporting documents relevant to your application.
- **This form becomes a public record once submitted to the City Clerk’s office.**

* Must be a registered elector of the City of Clermont for an uninterrupted period of 18 months prior to application.

** Board Members must reside in or be engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency.

*** Must be a legal resident of the City of Clermont.

Questions?

Contact: City Clerk’s Office – 352-241-7330

✉ Email: Cityclerk1@clermontfl.org

Please submit to:

- In person: City Clerk’s Office, 685 W. Montrose Street (2nd Floor), Clermont, FL 34711
- Mail: Tracy Ackroyd Howe, City Clerk, 685 W. Montrose Street or P.O. Box 120219, Clermont, FL 34711
- ✉ • Email: Cityclerk1@clermontfl.org
- Fax: 352-394-2394

John Tidona

3611 Briar Run Drive, Clermont Florida 34711 917-459-1963

sgtjatnyg@yahoo.com

SUMMARY

A dedicated team player currently employed as a Special Projects Coordinator with the Orange County Sheriff's Office. Experienced in Capital Improvement Projects, Project Planning, Process Improvement, and Logistical Operations. An excellent listener who can communicate effectively, both orally and in writing. Talented at establishing and maintaining effective cross-functional relationships. A quick learner who can simplify complicated materials.

EDUCATION

American Military University, Masters, Public Administration, 2024 GPA: 4.0
American Military University, Masters, Organizational Leadership, 2020 GPA: 3.895
SUNY Empire State, Bachelors, Community & Human Services, Sept 2014
DeVry Technical Institute, Associates Degree, Sept 1984

CERTIFICATIONS

Florida City & County Management Association, Member in Good Standing, 2024
Valencia College Public Safety Leadership Development Certification, 2022
Federal Emergency Management Agency Continuity of Operations Level I, 2021
Florida Crime Prevention through Environmental Design Practitioner, 2021
Management and Strategy Institute Six Sigma Black Belt Professional, 2019
Management and Strategy Institute 5S Concept Certified, 2019
Management and Strategy Institute Project Management Essentials Certified, 2019
Sigma Beta Delta International Honor Society for Business, Management, and Administration, 2018

PROFESSIONAL EXPERIENCE

Orange County Sheriff's Office / Orlando Florida

Special Project's Coordinator

06/2020 to Present

John L. Cassady Award: Civilian Employee of the Month of May (2023).

My primary responsibilities include:

-  Assists in strategizing day-to-day operations, the establishment of future visions, and measurable management direction.
-  Coordinates activities concerned with the construction and maintenance of structures, facilities, and systems activities to meet deadlines.
-  Participates in the conceptual development of a construction project and oversees its organization, scheduling, budgeting, and implementation.
-  Serves as liaison between agency personnel and county departments or vendors throughout the project.
-  Ensure contractor compliance, related to approved designs, through audits, surveillance, and progress meetings.
-  Projects span approximately 30 buildings and cover generators, HVAC, office re-design, roofs, and more.

Compass Group / SSC, Knoxville Tenn.

STAT Project Manager

03/2019 to 06/2020

Our start-up and transition team traveled extensively. We set up new higher education custodial, maintenance, and capital project accounts and/or troubleshoot existing ones. Some of my responsibilities included:

-  Planned, organized and controlled functions and activities of all support services under the scope of the signed contract.
-  Guided implementation of new and/or modified property maintenance programs, services, policies, and/or procedures.
-  Met with client administrative and supervisory staff, as well as community groups, agencies, contractors, architects, and engineers to plan, organize, coordinate, and/or communicate programs, services, policies, and/or procedures.

- ✚ Monitored the flow and quality of work to assure timely completion of workload and adherence to the contractual Scope of Work, Service Level Agreements for each site, Key Performance Indicators, and the client's standards and regulations.
- ✚ Coordinated the construction and development of physical facilities. Administers Project requisition and approval processes with the client, as specified in client or owner agreements.
- ✚ Conducted safety training for employees.

Lake Sumter State College, Leesburg Florida

Facilities Project Coordinator

08/2018-02/2019

With the process improvements I initiated, our average work order load has dropped by 38.5%. I was engaged in a process improvement initiative regarding event scheduling for three campuses.

- ✚ Managed special projects including construction renovations, major repair, and quality improvement processes.
- ✚ Communicated with vendors and contractors to ensure timelines are being followed and/or updated.
- ✚ Ensured contractor compliance, related to approved designs, through audits, surveillance, and progress meetings.
- ✚ Worked with all stakeholders to ensure safety, hazard mitigation, compliance, and continuous improvement.
- ✚ Updated and maintained work order/CRM software.
- ✚ Assisted in writing scope of work for projects, verifying tasks schedules, recognizing churn ratios, and cost analysis.
- ✚ Ensured that materials and parts are ordered and delivered to complete maintenance projects.
- ✚ Worked with vendors to obtain estimates, schedule materials delivery, and negotiate costs.
- ✚ Coordinated with the Building Maintenance Supervisor to schedule preventive maintenance on equipment.
- ✚ Managed department preventive maintenance system to create work orders, purchase materials to close work orders.
- ✚ Synchronized the scheduling and assigning of PM work orders. Solicit estimates on repairs from external contractors.
- ✚ Assisted the Facilities Director in maintaining high standards of quality custodial and grounds maintenance.
- ✚ Inspected facilities and grounds to ensure quality and safety, as well as adherence to the scope of the contract with external contractors related to custodial and grounds management standards.

Rollins College, Winter Park Florida

02/2018 – Present

Housekeeping Department. Part-time job.

- ✚ Perform lite operations and planning assignments (route maximizing, warehouse flow, cost control, and facility assessments). Responsible for maintaining the neatness and appearance of dorms, offices, and classrooms.
- ✚ Use of a mobile power washer, carpet cleaner, floor polisher, and COVID-19 disinfectant equipment.
- ✚ Qualified to drive the two college box trucks that are equipped with liftgates.
- ✚ Additional duties include helping the transport department set up events and relocate assets.
- ✚ Assist with process improvement projects and warehouse redesign.
- ✚ Streamlined the supply ordering system to save money (approximately \$10,000 annually).

NYC Department of Design and Construction, New York New York

10/2014-12/2017

Community Construction Project Liaison

I was employed as a project liaison on NYC Capital Improvement Projects (storm, water, and sanitary). I coordinated among the New York City Department of Design and Construction, impacted residents, Resident Engineers, Construction Contractors, Community Boards, local elected officials, and outside stakeholders. Project values ranged from \$5 million to \$15 million. I have my OSHA 10, 16, and 30-hour construction safety certifications. Voted the CCL of the year in 2015

- ✚ Facilitated the community meetings to discuss the projects by designing the appropriate PowerPoint presentation.
- ✚ Acquired demographic and residential information (needs and concerns) to portray the community affected by the projects.
- ✚ Assisted with site inspections, repost hazards, and plan review to ensure city compliance.
- ✚ Appraised stakeholders via maintained written talking points, advisory newsletters, and quarterly newsletters.
- ✚ Demonstrated superior customer service skills in addressing complaints and negotiating solutions during construction.
- ✚ Formulated recommendations to the Borough Outreach Coordinator to continuously improve processes.

NEW YORK GUARD STATE MILITARY EXPERIENCE

09/21/01 to 07/30/17. Honorable Discharge: Rank E-8. Training and Operations NCOIC.

N.Y.C. EMERGENCY MANAGEMENT EXPERIENCE

Team Chief of the Port Richmond Community Emergency Response Team, October of 2005 to November of 2017.
NYC Emergency Management Staten Island Borough Coordinator, June of 2011 to November of 2017.

 White House Presidential Lifetime Achievement Award, 2016.

 NYC EM John D. Solomon Award for Exemplary Service, 2015

 NYC Mayoral Service Recognition Award, 2015

 New York City Emergency Management Professionalism in Deployment Award, 2013



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Variance Request <i>Dick's Sporting Goods at Plaza Collina</i>		
Requested Action		
Recommend denial of the requested variance.		
Staff Report		
The applicant, Dick's Sporting Goods, is requesting a sign variance to allow for two (2) wall signs located on the front entrance building façade walls to be greater than the total allowable copy area as permitted by the Land Development Code, Section 117-15(b) Wall Signs. On April 28, 2015, the City Council annexed (Ordinance 2015-08) the subject parcel, which is located north of State Road 50, west of the Orange County line, and south of Old Highway 50. The proposed retail development is part of the Plaza Collina Planned Unit Development (PUD). The 60,000 square foot retail building site plan was recently approved, and the building permit is currently under review. The Land Development Code Section 117-15 (b) allows one (1) primary wall sign on each building façade which is perpendicular to a road or street, not exceeding the maximum 200 square footage copy area. A secondary wall sign may be permitted on up to two walls, provided it is a maximum 50 percent of the primary wall sign's square footage, and both signs shall be counted separately toward the maximum total combined 200 square feet of permitted signage. The two (2) separate building sign variances will allow for the Golf Galaxy entrance sign to be 145.32 square feet and the Dick's Sporting Goods sign entrance to be 301.04 square feet with a combined total of 446.4 square feet of wall sign copy area. This request will exceed the maximum permitted copy area by 246 square feet of additional signage for the one building wall with two separate entrances. The large signs could appear to be out of character with other similar retail/commercial buildings located in the Planned Unit Development. The intent of a Planned Unit Development (PUD) is to provide unified and cohesive development standards that are consistent with the existing development patterns. Other similar commercial developments are able to comply with the land development regulations. The variance request to allow two (2) wall signs up to 446.4 square feet may be considered as excessive and out of character with other wall signs located within the Master Development Plan. STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance. Staff has reviewed the application as presented and finds the application does not meet a positive finding. Therefore, staff recommends denial of the requested variance to the Land Development Code.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 101-246 Review Criteria	New 101-246 Review Criteria-Dicks Sign Variance.pdf	
2. LOCATION MAP	LOCATION MAP.pdf	
3. Location Site	Location Site.pdf	

4.	Building Elevations	Building Elevations.pdf
5.	Elevations	Elevations.pdf
6.	Written Justification	Written Justification.pdf
7.	Application	Application.pdf
8.	Legal Ad	Dick's Sporting Goods - Legal Ad VAR.pdf

New Dicks Sporting Goods Store - Variance

The requirements for a variance are as follows:

“Sec. 101-246, Review Criteria and Finding. When reviewing an application for a variance, the City Council shall not vary the requirements of the land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Applicant response: *The request for larger signs at storefronts will have no negative impact to citizens of the city. All signs face fellow commercial tenants and the main road of Collina Terrace and US State Road 50. No signage will be on any elevations facing any residential areas.*

Staff comments: *The requested variances to allow for two wall signs that exceed the maximum 200 square foot as allowed by the land development code, Section 117-15 (b) may be considered out of character with other commercial developments located within the approved mixed use Planned Unit Development (PUD).*

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;

Applicant response: *Proposed variance is in line with fellow tenants in this zoning area and stay within same look and figuration.*

Staff comments: *The approved Master Planned Development was designed to provide comparable and quality development standards that comply with the Clermont Codes which provides unified and quality design standards for the entire development.*

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *The proposal will have no effect on land development regulations and will not further any city objective.*

Staff comments: *The requested variance to the land development code will not further any legitimate city objective.*

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;

Applicant response: *Yes, not aware of any issues with the city's comprehensive plan.*

Staff comments: *The requested variance is not in conflict to the goals, objectives and policies of the Clermont Comprehensive Plan.*

Positive finding

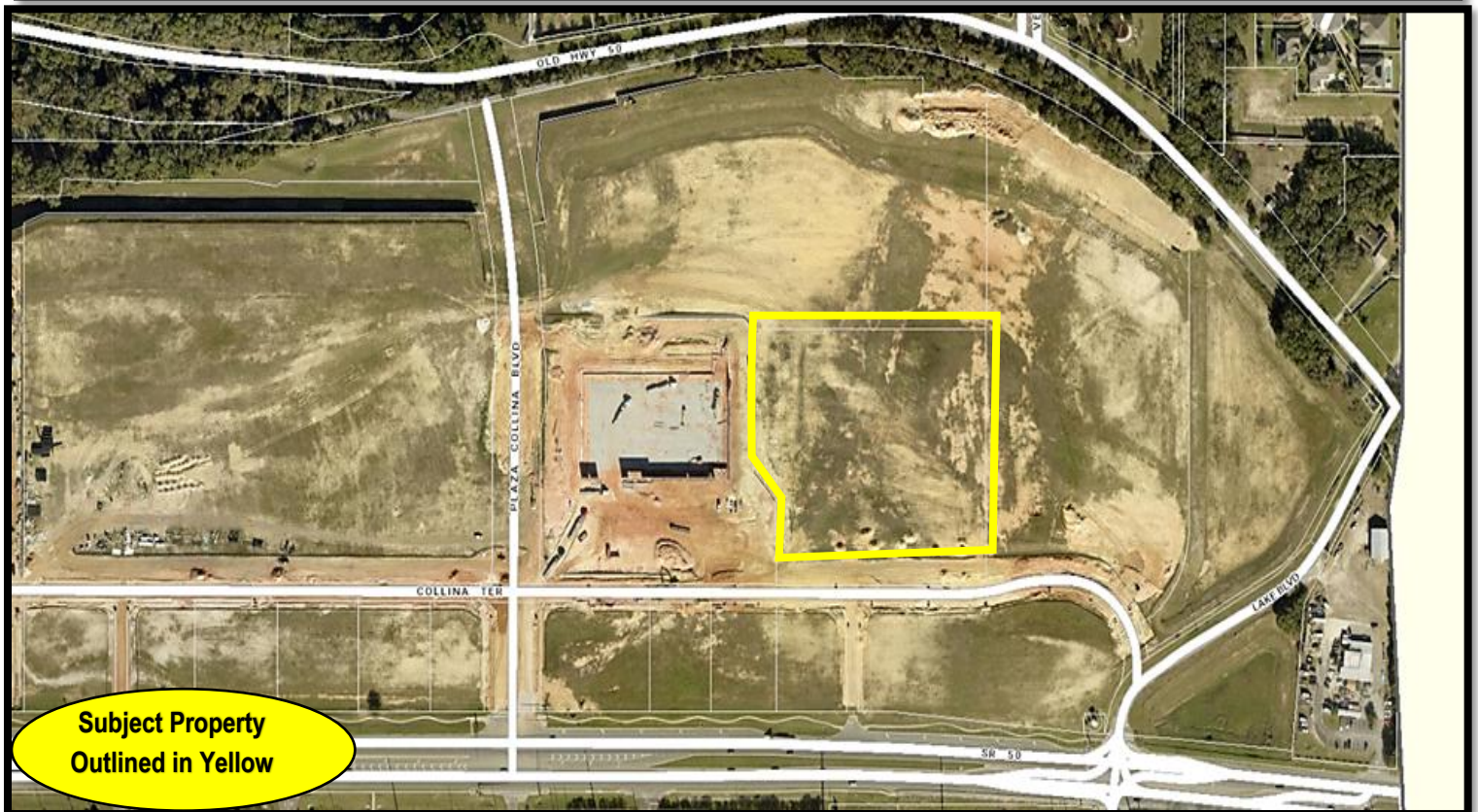
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *Yes, we believe this variance to be minimum request to align with Dick's standards and to align with building configuration.*

Staff comments: *The variance request is not the minimum variance allowed to make reasonable use of the property. The requested variance would allow for a wall sign to exceed the 200 square foot permitted for each commercial building. The requested signs may be considered as intrusive and out of character with the other signs located within the Master Planned Development.*

Negative finding

STAFF RECOMMENDATION: Section 101-246 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application does not meet a positive finding. Therefore, staff recommends denial of the requested variance to the Land Development Code.





Existing Location Plan

Scale: N.T.S.



130 Almshouse Rd.
Suite 200B
Richboro, PA 18954

Design and construction documents, and the information contained herein, are for general presentation purposes only. All documents are given in condense and will remain the property of Fusion Industries, LLC.
The use of and distribution of these documents or drawings other than the specific project named herein is strictly prohibited without prior agreement and written consent.

DRAWN BY	DATE
HGD	11.15.24



CLIENT ADDRESS	REVISION #	DATE	REVISED BY
Store # 5206 Plaza Collina Terrace Clemont, FL 34711	01	-	-





Proposed Site Plan
Scale: N.T.S.

Existing Site Plan
Scale: N.T.S.



130 Almshouse Rd.
Suite 200B
Richboro, PA 18954

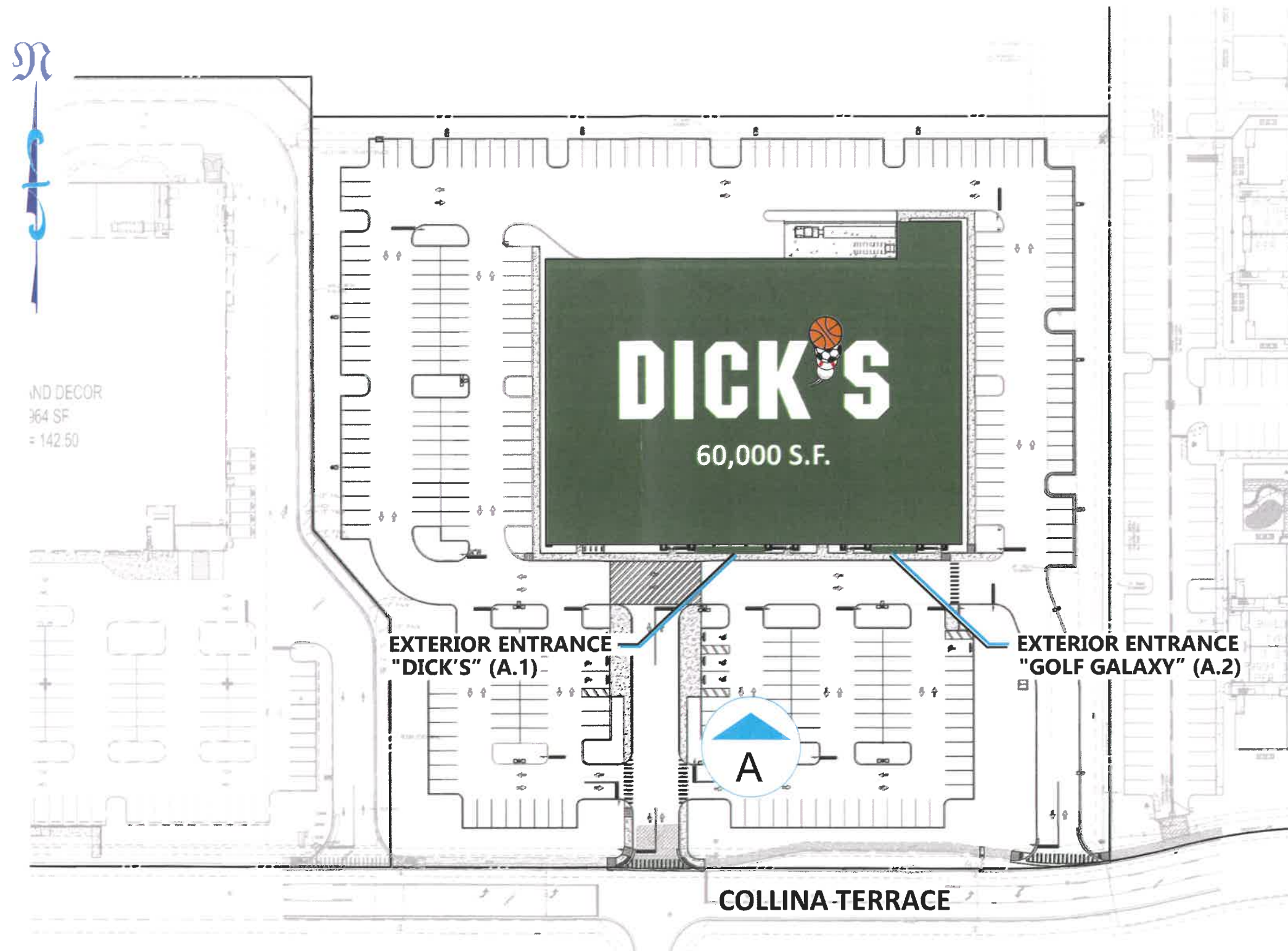
Design and construction documents, and the information contained herein, are for general presentation purposes only. All documents are given in condense and will remain the property of Fusion Industries, LLC.
The use of and distribution of these documents for purposes other than the direct project named herein is strictly prohibited without prior expressed and written consent.

DRAWN BY	DATE
HGD	11.15.24

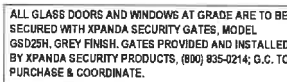


CLIENT ADDRESS
Store # 5206 Plaza Collina Terrace Clemont, FL 34711

REVISION #	DATE	REVISED BY
01	-	-



Key Plan
 Scale: 1" = 80'-0"

[illegible]

DICK'S

- featuring -

GOLF
GALAXY

PERFORMANCE CENTER

DICK'S / GOLF GALAXY
Site #5206 - Clemont, FL



Entrance Elevation (A) - 200 Sq Ft Permitted

Scale: 1/16" = 1'-0"



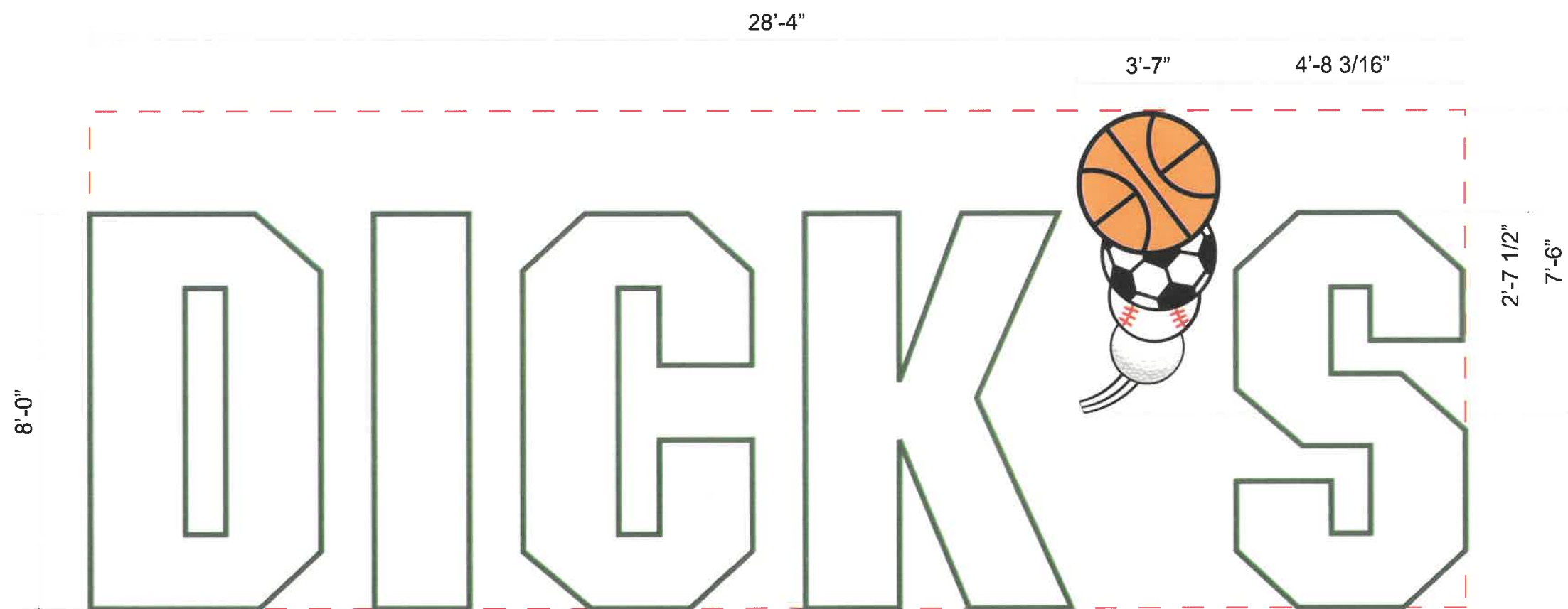
Entrance Elevation (A) - 446.4 Sq Ft Proposed Increase

Scale: 1/16" = 1'-0"



Sign Detail (A.1) - 200 Sq Ft Option
Scale: 3/8" = 1'-0"

142.08 Sq. Ft.



Sign Detail (A.1) - 446.4 Sq Ft Option
Scale: 3/8" = 1'-0"

301.04 Sq. Ft.

9'-5 3/4"



Sign Detail (A.2) - 200 Sq Ft Option
Scale: 3/8" = 1'-0"

57.12 Sq. Ft.

15'-11 3/8"



Sign Detail (A.2) - 446.4 Sq Ft Option
Scale: 3/8" = 1'-0"

145.32 Sq. Ft.



130 Almshouse Rd.
Suite 200B
Richboro, PA 18954

Design and construction documents, and the information contained herein, are for general presentation purposes only. All documents are given in condense and will remain the property of Fusion Industries, LLC.
The use of and distribution of these documents for purposes other than the specific project stated herein is strictly prohibited without prior expressed and written consent.

DRAWN BY	DATE
HGD	11.15.24



CLIENT ADDRESS
Store # 5206 Plaza Collina Terrace Clemont, FL 34711

REVISION #	DATE	REVISED BY
01	-	-



National Fusion Brands, INC is the national sign vendor for Dick's Sporting Goods working on submittal for the sign variance for the new construction located at Old Hwy 50E & Lake Blvd, Clermont, FL 34711. This is considered a "combo store" for Dick's which includes a Dick's Sporting Goods and a Golf Galaxy store. This new construction is a total of 60,000 sq/ft facing Collina Terrace and other retail storefronts and then US RT50. Building permits for construction have already been granted to the general contractor and ground has been broken. Sign elevations showing the proposed signage were on all submittals for building permits through the contractor.

Written Justification

Dick's Sporting Goods is requesting sign variance from Clermont city of an increase in allowable signage. Allowable sign area is max of 200 sq/ft and we are requesting a total of 446 sq/ft for the Dick's Sporting Goods signage and Golf Galaxy signage combined. Drawings attached show difference between allowable signage per sign code and what is proposed. We are justifying this proposed signage based on the following:

- Combined Entities: Dick's Sporting Goods owns this building and has two different entities (both Dick's properties) filling this space – Dick's and Golf Galaxy. With these separate businesses/entrances, larger allowable signage should be granted for each business.
- Standards/Design Intent: The proposed signage is "standard" for the Dick's and Golf Galaxy brand. It is important to customer to stay consistent with their standards for marketing and customer point of view. These letter sizes also take into account the size of the building to stay proportionate to the architectural features of the storefront.
- Visibility: This new location faces a variety of visibility issues. These main entrances face Collina Terrace: beyond that, need to be visible past new retail spaces to the main travel highway of US RT50. The larger proposed signage would assist in helping potential customers on RT50 to identify the location. No additional signage being requested on any other elevation facing any residential areas.



CITY OF CLERMONT
VARIANCE
APPLICATION

DATE 11/7/24

FEE: \$600

Project Name (if applicable) Dick's Sporting Goods / Golf Galaxy

Applicant National Fusions Brands, INC (Sign vendor)

Contact Person Michael Tammerno

Address 130 Almshouse Rd, STE 200B

City Richboro

State PA

Zip 18954

Telephone 5702805956

Fax N/A

Email mtammerno@natbrandsinc.com

OWNER INFORMATION ☐ (Check box if information is same as Applicant)

Owner's Name DSG 1031 LLC

Owner Address 345 Court St

City Corapolis

State PA

Zip 15108

Telephone 724-273-3400

Email mark.deley@dcsg.com

PROPERTY INFORMATION

Address of Subject Property

Old Hwy 50E & Lake Blvd

City

Clermont

State

FL

Zip

34711

General Location

Plaza Collina PB 76 PG 533-74 from SouthWest corner of LOT 12 Thence Run South 89-48-40 E

Legal Description & Alternate Key (include copy of survey)

ALT KEY: 3954263

Land Use (City verification required) Vacant Commercial (1000)

Zoning (City verification required) Urban Estate zoning w/ a Planned Unit Development



CITY OF CLERMONT **VARIANCE** **APPLICATION**

Answers to the following questions are required to complete this application.

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Sec 117-15, (a)(1) b: Wall Signs

What are you proposing to do that would require a variance and why?

Requesting to increase max allowable square footage of 200 sq/ft. Proposing a combined sq/ft of over 400 sq/ft. (2) Different entities need their own respective signage to align with DSG standards.

How does the Code create a hardship?

Signs are not proper size for storefront and not visible enough from road and for customers.

The following justifications must be completed for any variance requested:

Variance requested – subject and code section:

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

The request for larger signs at storefronts will have no negative impact to citizens of the city. All signage faces fellow commercial tenants and the main road of Collina Terrace and US RT50. No signage will be on any elevations facing any residential areas directly.

- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

Proposed variance for signage is in line with fellow tenants in this zoning area and stay within same look and configuration.

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

This proposal will have no effect on land development regulation and will not further any city objective.



CITY OF CLERMONT
VARIANCE
APPLICATION

(4) The granting of the variance is consistent with the city's comprehensive plan; and
Yes, not aware of any issues with city's comprehensive plan.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied.

Yes, we believe this variance to be the minimum request to align with Dick's standards and to align with building configuration.

Michael Tammero

Applicant Name (print)

x 
Applicant Name (signature)

Mark Deley

Owner Name (print)

x 
Owner Name (signature)

NOTICE

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394 3542

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	Jennifer Abrehamsen
Contact Phone:	
Contact Email:	Jabrehamsen@clermontfl.org
PO Number:	

Date:	12/20/2024
Order Number:	10878880
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	47.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	12/30/2024 - 12/30/2024	Govt Public Notices
LEE dailycommercial.com	1	12/30/2024 - 12/30/2024	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$76.26
Tax Amount	\$0.00
Service Fee 3.99%	\$3.04
Cash/Check/ACH Discount	-\$3.04
Payment Amount by Cash/Check/ACH	\$76.26
Payment Amount by Credit Card	\$79.30

Order Confirmation Amount	\$76.26
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, January 14, 2025 at 6:30 PM the Clermont City Council will consider a request for the following variance: (1) to allow for wall signs to exceed the maximum square footage permitted by the Land Development Code, Section 117-15, Wall Signs, at the following location:

LOCATION

Dick's Sporting Goods
Plaza Collina
Old Hwy 50 & Plaza Collina
Boulevard.
(Alternate Key 3954263)

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This application is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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
Dec. 30, 2024

10878880 12/30



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 2

Meeting Date	
Tuesday, January 14, 2025	
Agenda Item Name	
Fire Station No. 2	
Requested Action	
Staff Report	
Fire Station #2, located at 2200 Hartwood Marsh Road is a 5400 SF +/- facility which includes the living quarters, storage, and bays. The current conditioned living area is approximately 1800 SF. Current demands have exceeded the capacity of the current facility to meet the National Fire Protection Association's (NFPA) recommendation on fire station design, firefighter health, and safety. The station, as built does not have adequate bathroom, locker, office, food preparation, firefighting gear storage, and fitness areas. The station is staffed daily with a minimum of 6 personnel with a max of 8. Proposed renovations will add approximately 4,600 SF of conditioned space to include expanded bunk areas, firefighting turnout gear storage and fitness rooms that are not located in the apparatus bays and exposed to carcinogens through diesel exhaust. Renovations will include the expansion of the existing bays to accommodate current and future apparatus and fire department equipment. • \$353,820 Estimated site development costs: ○ \$235,000* Underground retention ▪ Attached Instrument number 2022069342 Stormwater Pond and Drainage Easement, dated May 10, 2022 provides for off-site retention potentially eliminating this cost. ▪ \$118,820 Site remediation and demolition • \$3,480,350 Recommended budget (including development costs with 5% contingency for 10,665/SF @ 310.79/ SF) ○ \$617,500 Bay Expansion (650 SF @ \$950 /SF) ○ \$899,925 Building Addition Shell (4,615 SF @ \$195 /SF) ○ \$1,443,375 Interior renovations to existing and new additions (6,415 SF @ \$225 /SF) Available funds in FY 2025: • \$3,545,502 FUND: 160 Fire Impact Fee Current estimate compared to available funds leaves \$65,152 remaining in the account. Additional considerations: • Short-term housing and temporary relocation of units during construction. ○ Possibility of CPD headquarters, Clermont Arts and Rec Center, relocation of the Heavy Rescue to Fire Station 1.	
Additional Analysis	

The use of Impact Fees are restricted by state statute and city code. Staff has requested the city attorney review the funding plan for the project.

Fiscal Impact Summary

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

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Easement - Stormwater, Pond and Drainage (3793468)-EASEMENT (1) fire station | Easement - Stormwater, Pond and Drainage (3793468)-EASEMENT (1) fire station.pdf |
| 2. | 010325 Schem. Site Areas | 010325 Schem. Site Areas.pdf |
| 3. | Clermont Fire Station #2 REV Cost Opinion 010325 | Clermont Fire Station #2 REV Cost Opinion 010325.pdf |

This Instrument Prepared By:

de Beaubien Simmons Knight

Mantzaris & Neal LLP

Daniel Mantzaris, Esq.

Return to:

Tracy Howe, City Clerk

685 W. Montrose Street

Clermont, FL 34711

STORMWATER POND AND DRAINAGE EASEMENT

This Stormwater Pond and Drainage Easement ("Agreement") is made as of the 10 day of May, 2022 among KINGS RIDGE COMMUNITY ASSOCIATION, INC., whose address is 6972 Lake Gloria Blvd, Orlando FL 32809, Clermont, FL ("Grantor") and THE CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, Florida 34711 ("Grantee").

WITNESSETH:

WHEREAS, Grantee is in the process of constructing a fire station on Grantee's property located near or adjacent to the Kings Ridge development;

WHEREAS, the location of the fire station will serve the public health, safety and welfare of the residents of Kings Ridge as well as the surrounding areas;

WHEREAS, Grantor desires to facilitate the construction of the fire station by Grantee by granting to Grantee the right to access and utilize Grantor's stormwater retention pond as described herein; and

WHEREAS, Grantor is the fee simple owner of the real property located in Lake County, Florida, upon which the subject retention pond exists and is the current permittee and responsible entity for the retention pond pursuant to SJRWMD Permit No.: 40-069-0196M2-ERP, now numbered as Permit No.: ERP 26490-3.

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00), paid by Grantee to Grantor, and the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the receipt and adequacy which are hereby acknowledged, Grantors and Grantee hereby agree as follows:

The recitals above are hereby incorporated herein and made a part hereof by reference.

Grantor is the owner and responsible entity for the stormwater retention system (the "Retention Pond") and existing on Grantor's property more particular described as:

Kings Ridge Pond 3-D, permitted under SJRWMD Permit No.: 40-069-0196M2-ERP, now

numbered as Permit No.: ERP 26490-3 for the system located on the real property described as:

Parcel No.: 04-23-26-1950-00A-00000

Clermont, Sutherland at Kings Ridge Tract A, Plat Book 40, Pages 17-18, OR Book 2521
Page 786, of the Official Records of Lake County, Florida.

Alt Key: No.: 3793468

Grantor hereby grants and conveys to the Grantee, its successors and assigns, a perpetual, non-exclusive easement appurtenant to the Grantee Property, over, under and across the Grantor Property for the passage of storm water and surface water runoff from the Grantee Property to the existing retention pond located on the Grantor Property ("Retention Pond"), together with the right of inflow into an outflow out of the Retention Pond ("Easement"). The Easement includes such stormwater passage and discharge as may be required of the date hereof and includes, but is limited to, such stormwater passage and discharge as may be required by Grantee's construction of a fire station on Grantee's property. The Retention Pond shall continue to be maintained by Grantors at Grantors' expense and any modifications of the Retention Pond or stormwater system associated therewith shall be reasonably approved by Grantor. Grantor shall not reduce the capacity of the Retention Pond to accept the stormwater discharge from the Grantee Property without the prior written consent of Grantee. For as long as this Easement is in effect and in the event that the Retention Pond capacity becomes insufficient to accept stormwater due to the discharge from Grantee's property, the parties agree that they will work together to address the any stormwater capacity deficiency in the Retention Pond.

In the event that the Retention Pond is not of sufficient size to accommodate additional discharge that may be created by Grantee's construction of a fire station, Grantor expressly agrees that Grantee shall have the right to modify the Retention Pond, provided that Grantee provides Grantor a minimum of ten (10) days written notice of any modification and the required modification shall not adversely affect Grantor's Property or any permits related to the pond as of the date of this agreement. Grantee shall obtain all permits required from all necessary jurisdictions prior to construction. All costs of permitting, approval, and modification and construction of the Retention Pond for Grantee's purposes shall be at Grantee's expense.

At all times material hereto, the Grantee shall maintain general liability insurance coverage providing coverage for any negligence of Grantee, its employees, officer, and agents. Nothing herein, however, shall be deemed or act as a waiver of any sovereign immunity that Grantee may enjoy as a matter of law.

All rights, title and privileges to the easement herein granted shall run with the land and shall be binding upon Grantors and all persons claiming by, through or under Grantors and inure to the benefit of the Grantee and its successors and assigns. Grantors hereby fully warrant the title to

{Remainder of Page Intentionally Left Blank}

the Easement and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

Signed, sealed and delivered in our presence:

KINGS RDIGE COMMUNITY
ASSOCIATION, INC

[Signature]
Witness' Signature

[Signature]
Douglas Melzard, President

Joachim Correa
Witness Printed Name

[Signature]
Witness' Signature

Flori Dalma Barahona
Witness Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of April, 2022 by Douglas Melzard as President of Kings Ridge Community Association, Inc., a Florida Not-For Profit Corporation, on behalf of the Association. [Signature] is personally known to me or has produced _____ as identification.

[Notary Seal] #14053206

[Signature]
Notary Public

Brenda D. Carvin
Name typed, printed or stamped

My Commission Expires _____

Signed, sealed and delivered in our presence:

[Signature]
Witness' Signature

THE CITY OF CLERMONT
A Florida municipal corporation

DANIEL F. MANTZARIS
Witness Printed Name

By: [Signature]
Tim Murry, Mayor

[Signature]
Witness' Signature

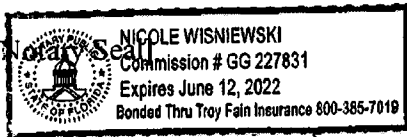
Tracy A. Howe
Witness Printed Name

{Notary Signature on Next Page}

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of May, 2022 by Tim Murry as President of ~~Kings Ridge Homeowners Association, Inc., a Florida Not-For Profit AS Mayor OF THE~~ City of ~~Corporation, on behalf of the Association.~~ He/she is personally known to me or has produced clear as identification.



N. Wisniewski
Notary Public

Nicole Wisniewski
Name typed, printed or stamped

My Commission Expires: June 12, 2022

PRELIMINARY OPINION OF CONSTRUCTION COST

AT SITE MASTER PLANNING DESIGN PHASE

For The

CITY OF CLERMONT
FIRE STATION #2 RENOVATIONS & ADDITIONS
Clermont, Florida

February 26, 2019
Revised January 3, 2025

Prepared by:

Jeff Powell, AIA, NCARB, Architect
Powell Studio Architecture, LLC

PROJECT HISTORY AND DESCRIPTION

The City of Clermont's is considering the feasibility of expanding Fire Station #2, located on Harwood Marsh Road. The City had a report prepared by a civil engineering consultant to examine the feasibility of maximizing the impervious area of the site in order to gain buildable area. The result of that report was that if underground storm water retention tanks were implemented, additional buildable area could be gained on the site by displacing existing surface retention. The consultant estimated the cost of the system at approximately \$200,000.00. Based on the time the report was prepared, and adjusting for market conditions, we expect that cost to now be approximately \$235,000.

The City requested the design team research on a preliminary basis, how much buildable area could be acquired as an addition to the existing building, taking into consideration existing driveways, parking, and building setbacks. The result of this exploration was that should the City implement the underground storage for retention of approximately 4,500 SF of site area, a building addition to the north, and an expansion of the existing bay would yield an expansion area of 5,265 SF which could be achieved within the property setbacks without eliminating any existing parking. This addition would expand the existing 5,400 SF fire station to approximately 10,665 SF.

This preliminary opinion of cost is intended to provide a rough estimate of construction costs for this addition. The project program is not defined at this stage, so an assumption of general office space was made for the purposes of this exercise. With the exception of the 650 SF expansion shown to the west of the building, it is not expected that the additional building area would be utilized for additional apparatus bays, or any type of emergency operations center (EOC). Moreover, the proposed program would include additional bunk areas, expanded day room, kitchen, and fitness area.

Additionally, this cost opinion and master planning design option assumes that additional parking would not be required for this site as the land development code does not address fire stations.

PRELIMINARY COST OPINION

At the early phases of project development, probable costs can only be determined by **recent** experience with similar facilities, based on square foot construction costs. This type of cost analysis is not the most accurate, but should give a general idea of project costs based upon recently constructed facilities of similar scope and complexity. Each functional area within a project has differing costs due to different technical components of construction for each. In order to more accurately estimate the costs, the different functional areas have been separately defined below.

In each building project there are three factors to be considered, i.e., **COST, QUALITY** and **SIZE**. You, as the Owner, may fix only two of these factors. The third must vary to ensure the other two are met. As an example, if business planning limits cost, and need dictates size, then the quality of the project, both in design and construction, must vary. Similarly, if need dictates size and there is a certain level of quality desired by the Owners, then cost must vary.

In analyzing probable construction costs, considerations were made for your location, anticipated bidding climate at the time the project will be ready for construction, construction cost forecasts, and experience with similar projects and construction. Probable construction costs are analyzed with "normal" site preparation. Unusual site preparation, i.e., elaborate foundations to counter poor soil conditions, lack of sewer and water, have not been factored into any cost data. With these in mind, we feel the project may experience the following probable construction costs:

BUILDING AREA ANALYSIS:

<u>Fire Station #2:</u>	Additional Building Area	= 5,265 SF
	Existing Main Building (<i>Conditioned</i>)	= 3,383 SF
	• Existing Living / Occupiable area = 1,800 SF	
	• Existing Bay Area = 1,583 SF	
	Existing Main Building (<i>Un-Conditioned</i>)	= 2,017 SF
Total New Building Area:		= 10,665 SF

ESTIMATED SITE DEVELOPMENT CONSTRUCTION COSTS

Underground Storage Tanks: (Per Feasibility Report by BESH)	\$ 235,000.00
Site Remediation, Demolition, and Renovation: 60% of .72 Acres (18,817 SF) @ \$6.31 / SF	\$ 118,820.00
Subtotal Site Development Construction Costs (Site Construction / Building Area = \$33.18 / SF)	\$ 353,820.00

ESTIMATED BUILDING CONSTRUCTION COSTS

Bay Expansion in Existing Shell: 650 SF @ \$950.00/ SF	\$ 617,500.00
Northern Building Addition Shell: 4,615 SF @ \$195.00 / SF	\$ 899,925.00
Interior Renovations to Existing & New Addition(s): 6,415 SF @ \$225.00 / SF	\$1,443,375.00
Subtotal Building Construction Costs 10,665 SF @ \$277.62 / SF	\$2,960,800.00
TOTAL PROBABLE CONSTRUCTION COST (10,665/ SF @ \$ 310.79 / SF)	\$ 3,314,620.00

Recommended Contingency @ 5% of Construction Cost:	\$ 165,730.00
--	---------------

<u>RECOMMENDED CONSTRUCTION BUDGET:</u> (10,665 / SF @ \$ 326.33 / SF)	\$ 3,480,350.00
--	------------------------

GENERAL EXPECTED BID FLUCTUATION ANALYSIS

This analysis is intended to determine the spread of bid pricing you might expect to receive from General Contractors. Please keep in mind that low bid is not always best, and should be scrutinized very carefully to ensure that all items have been included in the price.

Average Estimated Bid Price:	\$	3,480.350.00
Estimated High Bid Range (+12%)	\$	3,897.922.00
Estimated Low Bid Range (-12%)	\$	3,062.708.00

QUALIFICATIONS

The above estimated probable construction costs are expected to include the following:

1. Normal site development costs, including underground retention system.
2. Cost of general conditions, including contractor's overhead and profit, and cost of permitting.
3. Complete electrical, HVAC and plumbing systems, including fire alarm and fire sprinkler system.
4. All interior finishes, wall coverings and floorcoverings.
5. All cabinet work and millwork.
6. Complete electrical system.
7. Exhaust HVAC and plumbing systems.

Costs NOT included are as follows:

1. Impact or zoning fees which may be imposed by local authorities.
2. Fixtures, Furnishings, & equipment (chairs, tables, etc.)
3. Professional Fees (estimated at 7%)
4. Unusual site preparation costs, including undercutting or elaborate foundations to counter poor soil conditions.

Evaluations of the Owner's project budget and Opinion of Probable Construction Cost prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

Jeff Powell, A.I.A., NCARB, Architect
Registered Architect - State of Florida
POWELL STUDIO ARCHITECTURE, LLC.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Fire Prevention Division Office		
Requested Action		
Staff Report		
Fire Administration located at 439 W. Hwy 50 has exceeded capacity to provide adequate work, storage, and office space for the assigned personnel to include: Fire Administration, Logistics and support staff, Fire and Emergency Medical Services Training, Public Education, and the Fire Prevention Division. The fire department is seeking additional office space to house the Fire Prevention Division staff consisting of the Fire Marshal, Fire Plans Reviewer, Administrative Assistant, and four (4) fire inspectors. City and Fire Department staff have identified that the existing facility located at 400 12th St. (former location of Public Works) is a suitable facility that meets all of the requirements for the division. • Costs associated with the acquisition and renovations of 650 W. Montrose: ○ \$785,557.08 Purchase price of real property (Resolution 2023-045R) ○ \$27,500.00 Design and engineering services Powell Studio Architecture (PO# 20243596) ○ \$395,556.00 Construction/ renovation services Kinsmen Construction (PO# 20250196) • \$1,208,613.08 Total Cost of the 650 W. Montrose project. Additional Considerations: The facility at 400 12th St. will require the purchase of office furniture and associated minor equipment. Fire Inspections has budgeted funds to accomplish the objective at the new location.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 650 W Montrose purchase	650 W Montrose purchase.pdf	
2. Agenda Item, Minutes	Agenda Item, Minutes.pdf	
3. POWELL STUDIO, 20243596, 650 W MONTROSE	POWELL STUDIO, 20243596, 650 W MONTROSE.pdf	
4. KINSMEN CONSTRUCTION, 20250196, 650 W MONTROSE	KINSMEN CONSTRUCTION, 20250196, 650 W MONTROSE.pdf	

CITY OF CLERMONT
CHECK REQUEST

v# 11917

Requestor: Debra Rybarczyk

Date: 11.20.23

Department: City Manager's Office

Date Needed: 11.21.23

Purpose of request: Wire of funds to purchase 650 W. Montrose Street, Clermont, FL

34711. Council Approved purchase by Resolution No. 2023-045R on October 10, 2023

(Documents attached)

Amount: \$785,557.08

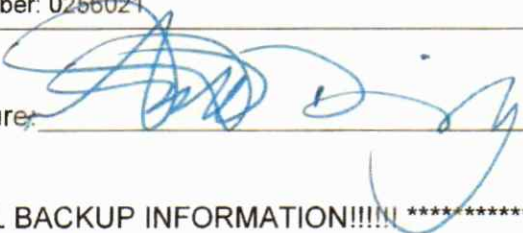
Account Number: 16522-66101-22101

Payable to: Law Office of Anita Geraci-Carver, P.A.

1560 Bloxam Avenue, Clermont, FL 34711

Routing Number: 063105285

Account Number: 0256021

Department Head Signature: 

*** PLEASE ATTACH ALL BACKUP INFORMATION!!!!!! *****

Please check one:

☐ Please mail check – extra copy of correspondence attached.

☒ Please return check to Wire Transfer

SK

Scott Borrer

From: Debra Rybarczyk
Sent: Tuesday, November 21, 2023 3:16 PM
To: 'Mantzaris, Daniel F.'; Brian Bulthuis; Scott Davidoff
Cc: Scott Borrer; David Ezell; Stoney Brunson
Subject: RE: [EXT]RE: 650 W. Montrose Street Purchase

All,

The funds have been received by Anita's office. Janet is going to pick up the keys soon.

We won't have the settlement papers until Monday when Anita returns to the office and is able to sign the documents.

Regards,

Debra



Debra Rybarczyk, Executive Office Manager
City Manager's Office

685 W. Montrose St., Clermont, FL 34711

Tel 352-241-7358 | Fax 352-394-4087

drybarczyk@clermontfl.org

www.ClermontFL.gov

*Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.*

From: Donna <donna@agclaw.net>
Sent: Tuesday, November 21, 2023 1:48 PM
To: Debra Rybarczyk <drybarczyk@clermontfl.org>
Cc: Scott Borrer <sborrer@clermontfl.org>
Subject: RE: [EXT]RE: 650 W. Montrose Street Purchase

Debra and Scott,

We still have not received the wire; can you please confirm it has been sent out.

Thank you,

Donna L. Divine, Administrative Assistant
Law Office of Anita Geraci-Carver, P.A.



1560 Bloxam Ave.
Clermont, Fla 34711
Office: 352-243-2801
Fax: 352-243-2768
www.geracicarverlaw.com

**OUR OFFICE WILL BE CLOSED 11/22/23 THRU 11/24/23 FOR THE
THANKSGIVING HOLIDAY.
WE WILL RE-OPEN MONDAY 11/27/23 AT OUR REGULAR BUSINESS
HOURS 8:30 AM TO 5:00 PM**

****ATTENTION ALL REAL ESTATE CLOSING FUNDS MUST BE RECEIVED IN
THE FORM OF A WIRE TRANSFER PRIOR TO DATE OF CLOSING****

This message contains legally privileged and confidential information intended only for the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited. If this communication was received in error, please immediately notify the sender and promptly delete this message from your computer. Thank you.

From: Debra Rybarczyk <drybarczyk@clermontfl.org>
Sent: Tuesday, November 21, 2023 8:57 AM
To: 'Mantzaris, Daniel F.' <dmantzaris@dsklawgroup.com>; Donna <donna@agclaw.net>
Cc: Anita Geraci <anita@agclaw.net>; Scott Borrer <sborrer@clermontfl.org>; David Ezell <dezell@clermontfl.org>
Subject: RE: [EXT]RE: 650 W. Montrose Street Purchase

Scott Borrer is sending the wire now. Please confirm when you have received the funds.

Regards,

Debra



Debra Rybarczyk, Executive Office Manager
City Manager's Office
685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
drybarczyk@clermontfl.org
www.ClermontFL.gov

Payments

View Payment Details

[Payments](#) > Payment Details

Payment ID	1827195323	Payment Status	Processed
Payment Type	Domestic Wire	Approvals Required	1 Required, 1 Received
		Payment Date	11-21-2023
		Creator Name	Q628X02M

Payment Details [History](#)

Edit	Approve	Decline	Cancel	Print
------	---------	---------	--------	-------

Originating Party Details

Debit Account	Accounts Payable-7441029316	Business Unit	City of Clermont
Account Currency	USD	Security Level	Default
Sender's Reference	650 W. Montrose		

Payment Information

Payment Amount	\$785,557.08	Payment Date	Nov 21, 2023
	Seven hundred eighty five thousand five hundred fifty seven and 08/100		

Clearing Details

Clearing System Reference IMAD: 1121D2B74A1C002423 Ref: 2023112100008747

To-Recipients

Name	Law Office of Anita Geraci-Carver	Address 1	1560 Bloxam Avenue
Receiver ID		Address 2	

Credit Account

0256021

City Clermont

Security Level

Unmanaged

State FL

Secure Receiver

Zipcode 34711

Country United States

Receiver Bank Details

Bank Name

UNITED SOUTHERN BANK

Address 1 750 N. Central Ave

Bank ID Type

ABA

Address 2

Bank ID

063105285

City Umatilla

State FL

Zipcode 32784

Country United States

Originator Information

Bank to Bank Information

Originator to Beneficiary Info

650 W Montrose St Resolution
2023 045R

EXHIBIT "B"

WIRE INSTRUCTIONS for
LAW OFFICE OF ANITA GERACI-CARVER, P.A. TRUST ACCOUNT

UNITED SOUTHERN BANK
750 N. Central Avenue
Umatilla, FL 32784

Routing #: 063105285

Customer's Name: Law Office of Anita Geraci-Carver, P.A.

Customer Address: 1560 Bloxam Avenue, Clermont, FL 34711

Account Number: 0256021 – Please call office (352-243-2801) to verbally confirm account number prior to initiating wire.

- Before wiring any funds, personally call Law Office of Anita Geraci-Carver, P.A. to verify the authenticity and accuracy of wire transfer instructions sent to you.
- Do not call a phone number contained in wire transfer instructions.

VERIFY ALL WIRE TRANSFER INSTRUCTIONS SENT TO YOU BY CALLING LAW OFFICE OF ANITA GERACI-CARVER, P.A. USING PREVIOUSLY KNOWN CONTACT INFORMATION.

Debra Rybarczyk

From: Mantzaris, Daniel F. <dmantzaris@dsklawgroup.com>
Sent: Monday, November 20, 2023 1:26 PM
To: Scott Borrer; Debra Rybarczyk
Cc: Brian Bulthuis; David Ezell
Subject: FW: [EXT]RE: 650 W. Montrose Street Purchase
Attachments: BUYERS DOCUMENTS_2.pdf

Scott and Debbie:

The attached documents are correct and are ready to be signed. The wire instructions are included. The amount to be wired is \$785,557.08 which is the 785,000 purchase price plus the prorated taxes for the balance of 2023 (\$557.08). The City will receive a refund of the 557.08 amount from the tax collector once the property is recorded as tax exempt as of the closing date. Debbie, the attached docs are ready to be signed by Brian following Donna's directions below. If they are signed today, you can Next Day deliver them to Donna. Also, when they are signed please send me a scanned copy. Finally, if all looks good on Scott's end the wire can be initiated. The funds will not be distributed by the Closing Agent until we have received copies of the Seller's signed docs and satisfaction of the title requirements later on Tuesday.

Let me know if you have any questions,

Dan

From: Donna <donna@agclaw.net>
Sent: Monday, November 20, 2023 11:39 AM
To: Mantzaris, Daniel F. <dmantzaris@dsklawgroup.com>
Cc: Debra Rybarczyk <drybarczyk@clermontfl.org>; Scott Borrer <sborrer@clermontfl.org>; David Ezell <dezell@clermontfl.org>
Subject: RE: [EXT]RE: 650 W. Montrose Street Purchase

Please find attached the following closing documents for Tuesday's, 11/21/23, closing:

- **Buyer's closing documents –**
 - 2 Settlement Statements – please initial on page one under Buyer and sign on page 2. Please initial and sign both copies as each party will receive an original.
 - Closing Agreement – wiring instructions are shown under Exhibit B.
 - Closing Affidavit (Buyer) – please sign in front of a notary.
 - Foreign Affidavit for Buyer – please sign in front of a notary.
- **Seller's closing documents – for review.**

Once you have signed the attached closing documents, please return to our office for closing tomorrow.

Tomorrow morning, we will forward over the sellers signed closing documents along with the marked up title commitment, for approval to disburse.

Please contact our office if you have any questions or comments.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Resolution No. 2023-045R and Budget Amendment		
Requested Action		
Recommend approval of Resolution 2023-045R and budget amendment in the amount of \$900,000.		
Staff Report		
As the Council is aware, the Fire Inspection Division currently operates out of very limited space in Fire Station #1. The city became aware that this property (650 West Montrose St.) located directly across the street from City Hall and adjacent to the City Center is up for sale. Following an appraisal, the city negotiated a purchase price of \$785,000 to which the owner has agreed. This property allows for the necessary room for the Fire Prevention Division to operate most efficiently and for future growth. The purchase price of \$785,000 along with an additional \$115,000 for closing costs and required renovations/buildout will be funded through a budget amendment utilizing existing Fire Impact fees for a total project amount of \$900,000.		
Additional Analysis		
Fiscal Impact Summary		
The purchase price of \$785,000 along with an additional \$115,000 for closing costs and required renovations/buildout will be funded through a budget amendment utilizing existing Fire Impact fees for a total project amount of \$900,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-045R - 650 W Montrose PSA (10.2.2023)	2023-045R - 650 W Montrose PSA (10.2.2023).pdf	
2. 650 W Montrose image	650 W Montrose image.docx	



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 10, 2023		
Agenda Item Name		
Resolution No. 2023-045R and Budget Amendment		
Requested Action		
Recommend approval of Resolution 2023-045R and budget amendment in the amount of \$900,000.		
Staff Report		
As the Council is aware, the Fire Inspection Division currently operates out of very limited space in Fire Station #1. The city became aware that this property (650 West Montrose St.) located directly across the street from City Hall and adjacent to the City Center is up for sale. Following an appraisal, the city negotiated a purchase price of \$785,000 to which the owner has agreed. This property allows for the necessary room for the Fire Prevention Division to operate most efficiently and for future growth. The purchase price of \$785,000 along with an additional \$115,000 for closing costs and required renovations/buildout will be funded through a budget amendment utilizing existing Fire Impact fees for a total project amount of \$900,000.		
Additional Analysis		
Fiscal Impact Summary		
The purchase price of \$785,000 along with an additional \$115,000 for closing costs and required renovations/buildout will be funded through a budget amendment utilizing existing Fire Impact fees for a total project amount of \$900,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2023-045R - 650 W Montrose PSA (10.2.2023)	2023-045R - 650 W Montrose PSA (10.2.2023).pdf	
2. 650 W Montrose image	650 W Montrose image.docx	

2019-56





**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA**

6:30 PM, Tuesday, October 10, 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

PROCLAMATION

White Cane Safety Day

Hispanic Heritage Month

PRESENTATIONS

2023 Achievement of Excellence in Procurement Award **PULLED FROM AGENDA**

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 September 12 and 26, 2023 Council Meetings, and September 20, 2023 Final Budget Public Hearing.

Item No. 2 - Grant Application and Budget Amendment

Consider approval for submission of Hazard Mitigation Grant Program (HMGP) application for replacement of the emergency generator at Fire Station #3 and budget amendment in the amount of \$117,569. The federal share is \$88,177 and the City's share is \$29,390.

Item No. 3 - Resolution No. 2023-044R

Consider approval of real property list in accordance with Senate Bill 102.

Item No. 4 - Resolution No. 2023-045R and Budget Amendment

Consider approval to purchase the property located at 650 W. Montrose Street and a budget amendment in the amount of \$900,000.

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 10, 2023**

Item No. 5 - Lake County Sheriff's Office
Agreement

Consider approval of LCSO agreement for dispatch services from October 1, 2023 to September 30, 2024 in the budgeted amount of \$484,200.

Item No. 6 - Employment Policies Manual
Amendment
Storm Leave

Consider amending the Employment Policies Manual, Chapter 4: Compensation/Salary Administration, Section 4.8 Storm or Other Disaster Pay and Leave.

**CONSENT AGENDA
STATUS: APPROVED
VOTE: 4/0**

UNFINISHED BUSINESS

Item No. 7 - Variance Request *Withdrawn*
Valor Lakes

This item has been withdrawn.

Item No. 8 - Ordinance No. 2023-028 *Final*
General Employee 401(a) Vesting Change

Consider approval of revised vesting change to the General Employee 401(a) Defined Contribution plan.

**STATUS: APPROVED
VOTE: 4/0**

NEW BUSINESS

Item No. 9 - Lien Reduction Request

Consider lien reduction request on two parcels off Roane Road and Hwy 27.

**STATUS: APPROVED WITH
PAYMENT TO BE MADE BY
NOV. 10 OR REVERTS BACK TO
FULL AMOUNT.
VOTE: 4/0**

Item No. 10 - Lien Reduction Request

Consider lien reduction request for property on Bloxam Ave.

STATUS: WITHDRAWN

Item No. 11 - Variance Request
274 Crystal Lake Drive

Consider a request for a front yard setback of 15 feet instead of 25 feet for an addition to an existing home and to allow a driveway within five (5) feet of the side yard property line.

**STATUS: TABLED TO 10/24
VOTE: 4/0**

ADJOURN

THE MEETING ADJOURNED AT 7:22 PM

**CITY OF CLERMONT
CITY COUNCIL MEETING
CLERMONT CITY HALL
AGENDA
6:30 PM, Tuesday, October 10, 2023**

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.



Purchase Order

Fiscal Year 2024 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND CORRESPONDENCE.

Purchase Order Number **20243596**

Purchase Order Date **02/26/2024**

Department **FIRE**

Required By **02/21/2024**

Payment Terms **Net-30 Days**

Tax Exempt **85-8012740096C-8**

Tax ID **59-6000290**

Bill To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

Ship To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

Vendor
POWELL STUDIO ARCHITECTURE,
LLC
713 W. MONTROSE STREET
CLERMONT, FL 34711

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	F.O.B.
	JEFF@POWELLSTUDIOARCH.COM	2404040	DESTINATION

SPECIAL INSTRUCTIONS

CITY CONTRACT: This purchase order is being issued as per all terms and conditions contained herein and the City of Clermont contract number 2019-56 titled PROFESSIONAL ARCHITECTURAL SERVICES to acquire ARCHITECTURAL AND ENGINEERING DESIGN SERVICES AT 650 W MONTROSE, CLERMONT. Please contact the City Representative to schedule a delivery date and submit an invoice upon completion of services.

City Representative: RICK CASLER
Phone: 352-241-2217
Email: RCASLER@CLERMONTFL.ORG

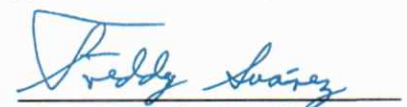
ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROJECT ADMINISTRATION GL #:16529 - 66900 - 29800	1.0000	EACH	\$1,600.0000	\$1,600.00
2	SCHEMATIC DESIGN GL #:16529 - 66900 - 29800	1.0000	EACH	\$2,500.0000	\$2,500.00
3	DESIGN DEVELOPMENT GL #:16529 - 66900 - 29800	1.0000	EACH	\$2,400.0000	\$2,400.00
4	CONSTRUCTION DOCUMENTATION GL #:16529 - 66900 - 29800	1.0000	EACH	\$5,800.0000	\$5,800.00
5	MEP ENGINEERING GL #:16529 - 66900 - 29800	1.0000	EACH	\$5,500.0000	\$5,500.00
6	STRUCTURAL ENGINEERING GL #:16529 - 66900 - 29800	1.0000	EACH	\$3,700.0000	\$3,700.00
7	BUILDING PERMITTING & CONSTRUCTION PROCUREMENT GL #:16529 - 66900 - 29800	1.0000	EACH	\$2,500.0000	\$2,500.00
8	CONSTRUCTION PHASE SERVICES GL #:16529 - 66900 - 29800	1.0000	EACH	\$3,500.0000	\$3,500.00

Purchase Order Total **\$27,500.00**

PURCHASE ORDER TERMS AND CONDITIONS ARE AVAILABLE ON:
<https://www.clermontfl.gov/219/Policy-and-Procedures>

Approval Date: 02/26/2024

Approver Name: Freddy Suarez


Procurement Services Director



Purchase Order

Fiscal Year 2024

Page 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND CORRESPONDENCE.**Purchase Order Number **20243596-001**Purchase Order Date **02/26/2024**Department **FIRE**Required By **02/21/2024**Payment Terms **Net-30 Days**Tax Exempt **85-8012740096C-8**Tax ID **59-6000290**

Bill To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

Ship To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

Vendor
POWELL STUDIO ARCHITECTURE,
LLC
713 W. MONTROSE STREET
CLERMONT, FL 34711

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	F.O.B.
	JEFF@POWELLSTUDIOARCH.COM	2404040	DESTINATION

SPECIAL INSTRUCTIONS

CITY CONTRACT: This purchase order is being issued as per all terms and conditions contained herein and the City of Clermont contract number 2019-56 titled PROFESSIONAL ARCHITECTURAL SERVICES to acquire ARCHITECTURAL AND ENGINEERING DESIGN SERVICES AT 650 W MONTROSE, CLERMONT. Please contact the City Representative to schedule a delivery date and submit an invoice upon completion of services.

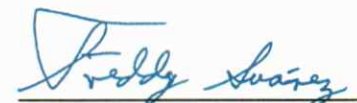
City Representative: RICK CASLER
Phone: 352-241-2217
Email: RCASLER@CLERMONTFL.ORG

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PROJECT ADMINISTRATION GL #:16522 - 66900 - 29800	1.0000	EACH	\$1,600.0000	\$1,600.00
2	SCHEMATIC DESIGN GL #:16522 - 66900 - 29800	1.0000	EACH	\$2,500.0000	\$2,500.00
3	DESIGN DEVELOPMENT GL #:16522 - 66900 - 29800	1.0000	EACH	\$2,400.0000	\$2,400.00
4	CONSTRUCTION DOCUMENTATION GL #:16522 - 66900 - 29800	1.0000	EACH	\$5,800.0000	\$5,800.00
5	MEP ENGINEERING GL #:16522 - 66900 - 29800	1.0000	EACH	\$5,500.0000	\$5,500.00
6	STRUCTURAL ENGINEERING GL #:16522 - 66900 - 29800	1.0000	EACH	\$3,700.0000	\$3,700.00
7	BUILDING PERMITTING & CONSTRUCTION PROCUREMENT GL #:16522 - 66900 - 29800	1.0000	EACH	\$2,500.0000	\$2,500.00
8	CONSTRUCTION PHASE SERVICES GL #:16522 - 66900 - 29800	1.0000	EACH	\$3,500.0000	\$3,500.00

Purchase Order Total \$27,500.00

PURCHASE ORDER TERMS AND CONDITIONS ARE AVAILABLE ON:
<https://www.clermontfl.gov/219/Policy-and-Procedures>

Approval Date: 02/26/2024**Approver Name:** Freddy Suarez


Procurement Services Director

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
13290	POWELL STUDIO ARCHITECTURE, LLC	167713	05/09/2024	\$2,500.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
05/01/2024	2023-325	PROFESSIONAL SERVICES - 650 W MONTROSE	\$2,500.00

**CITY OF CLERMONT**

PO Box 120219
Clermont, FL 34712-0219
(352) 394-4081

Vendor Number	Check Number	Check Date
13290	167713	05/09/2024

*** Two Thousand Five Hundred Dollars And Zero Cents ***

\$2,500.00

Pay To
The
Order Of

13290
POWELL STUDIO ARCHITECTURE, LLC
713 W. MONTROSE STREET
CLERMONT, FL 34711

**FILE COPY
NON-NEGOTIABLE**

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
13290	POWELL STUDIO ARCHITECTURE, LLC	170435	11/21/2024	\$2,850.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
11/11/2024	2024-171	PROFESSIONAL SERVICES	\$2,850.00



CITY OF CLERMONT
PO Box 120219
Clermont, FL 34712-0219
(352) 394-4081

Vendor Number	Check Number	Check Date
13290	170435	11/21/2024

*** Two Thousand Eight Hundred And Fifty Dollars And Zero Cents ***

\$2,850.00

Pay To
The
Order Of

13290
POWELL STUDIO ARCHITECTURE, LLC
713 W. MONTROSE STREET
CLERMONT, FL 34711

FILE COPY
NON-NEGOTIABLE

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
13290	POWELL STUDIO ARCHITECTURE, LLC	168394	06/27/2024	\$19,000.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
06/18/2024	2024-069	PROFESSIONAL SERVICES, 650 W MONTROSE	\$19,000.00



CITY OF CLERMONT
PO Box 120219
Clermont, FL 34712-0219
(352) 394-4081

Vendor Number	Check Number	Check Date
13290	168394	06/27/2024

*** Nineteen Thousand Dollars And Zero Cents ***

\$19,000.00

Pay To
The
Order Of

13290
POWELL STUDIO ARCHITECTURE, LLC
713 W. MONTROSE STREET
CLERMONT, FL 34711

**FILE COPY
NON-NEGOTIABLE**



Purchase Order

Fiscal Year 2025 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND CORRESPONDENCE.

Bill To FIREAD Ship To FIREAD
FIRE DEPT ADMINISTRATION FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50 439 WEST HIGHWAY 50
CLERMONT, FL 34711 CLERMONT, FL 34711

Purchase Order Number 20250196
Purchase Order Date 10/28/2024
Department FIRE INSPECTION
Required By 03/19/2025
Payment Terms Net-30 Days
Tax Exempt 85-8012740096C-8
Tax ID 59-6000290

Vendor 21713
THE KINSMEN CONSTRUCTION CO.
INC
2205 LAUDERDALE CT
ORLANDO, FL 32805

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	F.O.B.
	DAVID@KINSMENCONSTRUCTION.COM	2500198	DESTINATION

SPECIAL INSTRUCTIONS

CITY CONTRACT: This purchase order is being issued as per all terms and conditions contained herein and the City of Clermont contract number 2024-050 titled Exterior and Interior Improvements of the Fire Prevention Facility. Please contact the City Representative to schedule a delivery date and submit an invoice upon completion of services.

City Representative: Briand Hawthorne
Phone: 352-241-2160
Email: bhawthorne@clermontfl.org

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Exterior and Interior Improvements of the Fire Prevention Facility as per specifications in RFB 24-100 GL #16529 - 66201 - 29800	1.0000	LUMP	\$395,556.0000	\$395,556.00

Purchase Order Total \$395,556.00

PURCHASE ORDER TERMS AND CONDITIONS ARE AVAILABLE ON:
<https://www.clermontfl.gov/219/Policy-and-Procedures>

Approval Date: 10/28/2024

Approver Name: Freddy Suarez


Procurement Services Director



Bill To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

Ship To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

Vendor
THE KINSMEN CONSTRUCTION CO.
INC
2205 LAUDERDALE CT
ORLANDO, FL 32805

Purchase Order

Fiscal Year 2025

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND CORRESPONDENCE.

Purchase Order Number **20250196-001**
Purchase Order Date **10/28/2024**
Department **FIRE INSPECTION**
Required By **03/19/2025**
Payment Terms **Net-30 Days**
Tax Exempt **85-8012740096C-8**
Tax ID **59-6000290**

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	F.O.B.
	DAVID@KINSMENCONSTRUCTION.COM	2500198	DESTINATION

SPECIAL INSTRUCTIONS

CITY CONTRACT: This purchase order is being issued as per all terms and conditions contained herein and the City of Clermont contract number 2024-050 titled Exterior and Interior Improvements of the Fire Prevention Facility. Please contact the City Representative to schedule a delivery date and submit an invoice upon completion of services.

City Representative: Briand Hawthorne
Phone: 352-241-2160
Email: bhawthorne@clermontfl.org

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Exterior and Interior Improvements of the Fire Prevention Facility as per specifications in RFB 24-100	1.0000	LUMP	\$395,556.0000	\$395,556.00
	GL #10529 - 66201 - 29800			\$132,000.00	
	GL #16529 - 66201 - 29800			\$263,556.00	

Purchase Order Total **\$395,556.00**

PURCHASE ORDER TERMS AND CONDITIONS ARE AVAILABLE ON:
<https://www.clermontfl.gov/219/Policy-and-Procedures>

Approval Date: 10/28/2024

Approver Name: Freddy Suarez


Procurement Services Director



Bill To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

FIREAD

Ship To
FIRE DEPT ADMINISTRATION
439 WEST HIGHWAY 50
CLERMONT, FL 34711

FIREAD

Vendor
THE KINSMEN CONSTRUCTION CO.
INC
2205 LAUDERDALE CT
ORLANDO, FL 32805

21713

Purchase Order

Fiscal Year 2025

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES, AND CORRESPONDENCE.

Purchase Order Number **20250196-002**

Purchase Order Date **10/28/2024**

Department **FIRE INSPECTION**

Required By **03/19/2025**

Payment Terms **Net-30 Days**

Tax Exempt **85-8012740096C-8**

Tax ID **59-6000290**

CHANGE ORDER

VENDOR PHONE NUMBER	VENDOR EMAIL	REQUISITION NUMBER	F.O.B.
	DAVID@KINSMENCONSTRUCTION.COM	2500198	DESTINATION

SPECIAL INSTRUCTIONS

CITY CONTRACT: This purchase order is being issued as per all terms and conditions contained herein and the City of Clermont contract number 2024-050 titled Exterior and Interior Improvements of the Fire Prevention Facility. Please contact the City Representative to schedule a delivery date and submit an invoice upon completion of services.

City Representative: Briand Hawthorne
Phone: 352-241-2160
Email: bhawthorne@clermontfl.org

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	Exterior and Interior Improvements of the Fire Prevention Facility as per specifications in RFB 24-100	1.0000	LUMP	\$395,556.0000	\$395,556.00
	GL #:10529 - 66201 - 29800			\$133,300.00	
	GL #:16529 - 66201 - 29800			\$262,256.00	

Purchase Order Total **\$395,556.00**

PURCHASE ORDER TERMS AND CONDITIONS ARE AVAILABLE ON:
<https://www.clermontfl.gov/219/Policy-and-Procedures>

Approval Date: 10/28/2024

Approver Name: Freddy Suarez


Procurement Services Director

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
21713	THE KINSMEN CONSTRUCTION CO. INC	170782	12/12/2024	\$126,635.00

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
10/21/2024	PAY APP 1 FIRE	IMPROVEMENTS OF THE FIRE PREVENTION FACILITY	\$19,200.00
10/21/2024	PAY APP 1 FIRE RET	IMPROVEMENTS OF THE FIRE PREVENTION FACILITY RET	-\$960.00
11/20/2024	PAY APP 2 FIRE	IMPROVEMENTS OF THE FIRE PREVENTION FACILITY	\$114,100.00
11/20/2024	PAY APP 2 FIRE RET	IMPROVEMENTS OF THE FIRE PREVENTION FACILITY-RET	-\$5,705.00

**CITY OF CLERMONT**

PO Box 120219
Clermont, FL 34712-0219
(352) 394-4081

Vendor Number	Check Number	Check Date
21713	170782	12/12/2024

*** One Hundred Twenty-Six Thousand Six Hundred Thirty-Five Dollars And Zero Cents ***

\$126,635.00

Pay To
The
Order Of

21713
THE KINSMEN CONSTRUCTION CO. INC
2205 LAUDERDALE CT
ORLANDO, FL 32805

FILE COPY
NON-NEGOTIABLE

11/7

APPLICATION FOR PAYMENT

Project: Ext & Int Improvements Fire Facility	Owner: City of Clermont	Contractor: The Kinsmen Construction	Architect: Powell Studio Architecture
Project Address: 650 W Montrose St Clermont, FL 34711	Address: 685 W Montrose St Clermont, FL 34711	Address: 2205 Lauderdale Ct Orlando, FL 32805	Address: 713 W Montrose St Clermont, FL 34711
Pay Application No.: 3	Application Date: 12/18/2024	Period From: 11/25/2024	Period To: 12/27/2024
Contractors Payment Application		Contract No.: 2024-050	

			Additions	Deductions
1. Original Contract Amount	\$395,556.00			
2. Net change by Change Orders	\$0.00	Change Orders	\$0.00	\$0.00
3. Contract Sum to Date (1+2)	\$395,556.00	Total previous change orders	\$0.00	\$0.00
4. Total Completed & Stored to Date	\$185,400.00	Total approved this period	\$0.00	\$0.00
5. Retainage (5%)	\$9,270.00	Total	\$0.00	\$0.00
6. Total Earned Less Retainage (4-5)	\$176,130.00	Net approved change orders	\$0.00	\$0.00
7. LESS Previous Applications for Payment	\$126,635.00			
8. Current Payment Due	\$49,495.00			
9. Balance to Finish with Retainage	\$219,426.00			

The undersigned Contractor certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for work for which previous Certificate for Payment was issued and received from the Owner, and that the current payment shown herein is now due.

Contractor Signature:

[Signature]

State of: Florida

County of: Orange

Subscribed and sworn to before me this 18th

day of December, 2024.

Print Name:

Greg Torres

Notary Public: Anjelica Parise

Date:

12/18/24

My Commission expires: 2/26/2027



Certificate of Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Construction Manager Signature:

Amount Certified

\$ \$49,495.00

Print Name:

Architect Signature:

Date Certified

01/02/2025

Print Name:

Jeff Powell, AIA

This Certificate is not negotiable. It is payable only to the payee named herein and its issuance, payment, and acceptance are without prejudice to any rights of the Owner or Contractor under their Contract.

Pay Application No.: 3

In tabulations below, amounts are stated to the nearest dollar.

CONTINUATION SHEET									
A	B	C	D	E	F	G		H	I
Item	Description of Work	Scheduled Value	Work Completed		Materials Stored	Total Completed and Stored to Date (D+E+F)	%	Balance to Finish (C-G)	Retainage
			Previous Applications	This Application					
1	Permit, Bonds & Insurance	\$19,200.00	\$19,200.00	\$0.00		\$19,200.00	100.00%	\$0.00	\$960.00
2	Project Management & Admin	\$38,000.00	\$10,000.00	\$10,000.00		\$20,000.00	52.63%	\$18,000.00	\$1,000.00
3	Equipment & Temp Facilities	\$4,756.00	\$3,500.00	\$500.00		\$4,000.00	84.10%	\$756.00	\$200.00
4	Demolition	\$7,200.00	\$7,200.00	\$0.00		\$7,200.00	100.00%	\$0.00	\$360.00
5	Concrete	\$6,000.00	\$6,000.00	\$0.00		\$6,000.00	100.00%	\$0.00	\$300.00
6	Masonry	\$12,000.00	\$12,000.00	\$0.00		\$12,000.00	100.00%	\$0.00	\$600.00
7	Framing	\$7,200.00	\$7,200.00	\$0.00		\$7,200.00	100.00%	\$0.00	\$360.00
8	Millwork	\$50,400.00	\$0.00	\$0.00		\$0.00	0.00%	\$50,400.00	\$0.00
9	Glazing	\$27,600.00	\$0.00	\$23,600.00		\$23,600.00	85.51%	\$4,000.00	\$1,180.00
10	Doors	\$19,200.00	\$0.00	\$0.00		\$0.00	0.00%	\$19,200.00	\$0.00
11	Gypsum Board	\$12,000.00	\$0.00	\$8,000.00		\$8,000.00	66.67%	\$4,000.00	\$400.00
12	Tiling	\$9,600.00	\$0.00	\$0.00		\$0.00	0.00%	\$9,600.00	\$0.00
13	Flooring	\$16,800.00	\$0.00	\$0.00		\$0.00	0.00%	\$16,800.00	\$0.00
14	Painting	\$12,000.00	\$0.00	\$0.00		\$0.00	0.00%	\$12,000.00	\$0.00
15	Stucco & Brick	\$13,200.00	\$0.00	\$6,000.00		\$6,000.00	45.45%	\$7,200.00	\$300.00
15	Plumbing	\$36,000.00	\$18,000.00	\$4,000.00		\$22,000.00	61.11%	\$14,000.00	\$1,100.00
16	HVAC	\$36,000.00	\$18,000.00	\$0.00		\$18,000.00	50.00%	\$18,000.00	\$900.00
17	Electrical	\$68,400.00	\$32,200.00	\$0.00		\$32,200.00	47.08%	\$36,200.00	\$1,610.00
Total		\$395,556.00	\$133,300.00	\$52,100.00	\$0.00	\$185,400.00	46.87%	\$210,156.00	\$9,270.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Closed Door Session Request		
Requested Action		
Staff Report		
Interim City Attorney Waugh requested a closed door session to discuss the Falzon case.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
City Attorney RFQ Discussion		
Requested Action		
Staff Report		
Staff received a request for clarification on the RFQ specifications for hiring a City Attorney.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	RFQ 25-047 Professional Legal Services - City Attorney	RFQ 25-047 Professional Legal Services - City Attorney.pdf



REQUEST FOR QUALIFICATION

RFQ 25-047

PROFESSIONAL LEGAL SERVICES - CITY ATTORNEY

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

RELEASE DATE: December 18, 2024

DEADLINE FOR QUESTIONS: January 10, 2025

RESPONSE DEADLINE: January 16, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Clermont
REQUEST FOR QUALIFICATION
Professional Legal Services - City Attorney

I.	Introduction
II.	Response Procedures.....
III.	Statement of Work
IV.	Response Format.....
V.	Evaluation Process
VI.	Terms and Conditions

Attachments:

A - OpenGov Vendor Registration

1. Introduction

1.1. Summary

The City of Clermont is seeking a professional service attorney or legal firm to provide regular, ongoing City Attorney services. This work includes regular, reoccurring legal services, in addition to legal services provided on an on-call basis. It is expected that a portion of legal services can be provided remotely through the use of technology, but it would also be expected that the firm be available in person to include City Council meetings and Municipal Court appearances at least a few times a month.

1.2. Background

The City of Clermont is a first-tier suburb located in central Florida, in southeast Lake County. It encompasses an area of approximately 20 square miles and has an estimated population of 49,000.

The City provides a full range of municipal services, including police and fire protection, water and wastewater services, sanitation, recreation, public improvements, streets, planning and zoning, and general administrative services.

The City operates under a “council-manager” form of local government. The Mayor and four Council members are elected at large on a nonpartisan basis.

1.3. Contact Information

Freddy Suarez

Procurement Services Director
685 W. Montrose Street
Clermont, FL 34711
Email: fsuarez@clermontfl.org
Phone: [\(352\) 241-7350](tel:(352)241-7350)

Department:

Procurement Services

1.4. Timeline

The following dates are set forth for information and planning purposes; however, the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the Portal at <https://procurement.opengov.com/portal/clermontfl>. (Please note that there is no charge or fee for respondents to register and utilize the Portal).

Solicitation Issued Date	December 18, 2024
Newspaper Advertisement	December 20, 2024

Questions Deadline	January 10, 2025, 3:00pm
Response Due Date (Deadline)	January 16, 2025, 2:00pm Zoom Meeting Information https://us06web.zoom.us/j/86221438465?pwd=NGM1mV4aVJJsmXHFFbmceZsOU6qab1.1 Meeting ID: 862 2143 8465 Passcode: 868480 One tap mobile +13052241968,,86221438465#,,, *868480# US +13017158592,,86221438465#,,, *868480# US (Washington DC) Dial by your location • +1 305 224 1968 US • +1 301 715 8592 US (Washington DC) • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 646 558 8656 US (New York) • +1 646 931 3860 US • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US • +1 564 217 2000 US • +1 669 444 9171 US • +1 689 278 1000 US • +1 719 359 4580 US • +1 720 707 2699 US (Denver) • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 346 248 7799 US (Houston) Meeting ID: 862 2143 8465 Passcode: 868480 Find your local number: https://us06web.zoom.us/j/86221438465?pwd=NGM1mV4aVJJsmXHFFbmceZsOU6qab1.1

2. Response Procedures

2.1. Purpose

This solicitation aims to receive responses from qualified respondents according to Florida Statute 287.055 (the Consultant's Competitive Negotiation Act or CCNA) to acquire Professional Legal Services - City Attorney under the terms, conditions, and specifications contained herein. Upon completing the RFQ review process, the City intends to enter into direct negotiations with the most qualified law firm.

The City of Clermont uses OpenGov ("Software Administrator"), an e-procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

2.2. Electronic Bidding System

The City of Clermont uses OpenGov ("Software Administrator"), an e-procurement system ("Portal") that provides bid notification services to interested vendors. The Portal allows vendors to register online and receive notification of new solicitations, addenda, and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: <https://procurement.opengov.com/portal/clermontfl>.

The City of Clermont uses the NIGP Commodity Codes to notify vendors whenever projects are issued that include category codes that match the codes added to the vendor profile.

2.3. Delivery of Proposal

Proposals must be submitted electronically in the Portal, which will be sealed until the due date and time indicated in the solicitation. The respondent may withdraw responses submitted early before the deadline. All responses must remain valid for at least ninety (90) calendar days and will remain the property of the City. Responses to this solicitation will not be accepted by fax or email.

All proposals will be publicly opened electronically in the Portal and read at the location in the [#Introduction](#) section.

Only the names of companies that submitted a response will be read.

A. Electronic Responses

1. Electronic responses will be received through the Portal and remain unopened until the response due date has passed, as indicated in this solicitation. It is the sole responsibility of the respondent that the response is submitted and received before the deadline as specified in this document. The City of Clermont is not responsible for delays in transmittal or delays caused by any other occurrence. Please allow enough time to complete the response and upload documents to the Portal.

B. Uploading Electronic Documents

1. Once the “Draft Response” button has been selected in the Portal, a screen will appear, allowing the vendor to enter their response information. Once all information is completed, proceed to submit the response. A confirmation with a submittal date and time stamp will appear, and a confirmation email will also be sent to the user’s email address. Vendors can review/update their submittals at any time before the response deadline. The offer will remain sealed and cannot be viewed by anyone until after the response due date and time.

2.4. Pre-Proposal Conference

There will not be a meeting for this project.

2.5. Questions Deadline

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Procurement Services Department will accept written questions up until 3:00 pm on NO VALUE. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Procurement Services Director.

The City of Clermont requires all questions relating to this solicitation to be entered through the “Question and Answer” tab on the Portal. Responses to questions will be provided online at <https://procurement.opengov.com/portal/clermontfl>.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

2.6. Award

The City reserves the right to make multiple awards, considering anticipated workload or other factors if deemed appropriate. The negotiated price will become part of the contract, and the price will be utilized for future jobs.

2.7. Contract Negotiations

The City intends to enter into a contract for the services as outlined. The responses constitute an agreement that any contract resulting from this solicitation will be prepared by the City. Consequently, the City does not agree to necessarily accept terms the respondent may propose during the negotiation phase of the contract.

2.8. Insurance Requirements

The selected respondent(s) must provide proof of insurance when responding to this solicitation using a standard Accord form, showing no less than the amounts indicated below. If an Accord form cannot be provided, a signed letter from the insurance company agency, on its letterhead, must be provided stating current insurance as described below or that it can receive the required insurance coverage. The selected respondent(s) must provide proof of insurance within five (5) business days of request.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. At its discretion, the City may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

- A. General Liability with limits of liability **\$1,000,000** per person, **\$2,000,000** per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and **Contractual Indemnity** (Hold harmless endorsement as written in Section 6.35 of the Terms and Conditions).
- B. Automobile Liability - **\$1,000,000** for Each Occurrence – owned/non-owned/hired automobiles included.
- C. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida Chapter 440 F.S. (**\$1,000,000** for Each Accident and **\$1,000,000** Disease-Each Employee with **\$1,000,000** Disease-Policy Limit).
- D. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.
- E. Thirty (30) days written cancellation notice is **required**.
- F. The City of Clermont must be named as an Additional Insured with regard to General Liability policies, and it **must** be stated on the certificate.
- G. The certificate **must** include this solicitation number and title. **RFQ 25-047, Professional Legal Services - City Attorney**
- H. The certificate holder **must** be:

CITY OF CLERMONT

685 W. Montrose Street

Clermont, FL 34711

2.9. Reservation of Rights to the City

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with any of the respondents to this solicitation.

The City reserves the right to extend the response due date, request additional information from any respondents, reject any responses, negotiate with the next qualified respondent if negotiations with the top respondent do not result in an agreement, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

2.10. Restriction of Communication

Respondents to this solicitation or persons acting on their behalf may not contact, between the issued date of this solicitation and within three (3) business days following the agency posting the notice of intended award, excluding State and Federal holidays, any employee or council members concerning any aspect of this solicitation, except in writing to the Procurement Services Director. Violation of this provision may be grounds for rejecting a response. In addition, respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration. The appeals procedures are in this solicitation's Terms and Conditions Section.

2.11. Response expenses

All costs associated with preparing this response will be the sole responsibility of the respondent, including but not limited to document preparation and all travel expenses.

2.12. Response Information as Public Documents

All materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret unless specifically designated as such by the respondent. Financial statements will not become subject to public record as per Section 119.07(1) Florida Statutes. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of all information submitted through this process.

2.13. Tie Responses

Should there be a tie between one or more respondents, the tie may be broken, and the successful respondent selected by the following criteria presented in order of importance, as determined by the Procurement Services Director, shall be awarded the contract or purchase:

- A. Quality of the items or services provided if such quality is ascertainable.
- B. Delivery time is provided in the response by the respondents.
- C. Preference of businesses with drug-free workplace programs as defined in Section 287.087, Florida Statutes.
- D. The vendor closest to the City of Clermont City Hall at 685 Montrose Street, as determined by the Procurement Services Director.
- E. If items 1-4 are not applicable, the tiebreaker will be decided by flipping a coin to receive the first opportunity to negotiate, as applicable.

2.14. Lobbying

Lobbying of Evaluation Committee members, the City of Clermont employees, or elected officials regarding this Request for Qualifications (RFQ) by the respondent or any member of the respondent's staff, an agent of the respondent, or any person employed by any legal entity affiliated with an organization that is responding to the RFQ is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of the award is made. For purposes of this provision, lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with this RFQ through direct or indirect oral or written communication or an attempt to obtain the goodwill of persons and/or entities specified in this provision. Such actions may cause the RFQ response or subsequent contract to be rejected or terminated.

3. Statement of Work

3.1. Purpose and Intent

The City of North Clermont is inviting qualified attorneys and/or law firms to submit statements of their qualifications to provide a full range of municipal legal services serving as the City's legal counsel on a contractual basis to the City in response to this Request for Qualifications (the "RFQ").

The City Attorney will perform all duties according to the City of Clermont Charter and Code of Ordinances. The services sought by the City include, whether in part or in whole, being the attorney of record and performing all duties pursuant to the City of Clermont Charter and Code of Ordinances, including, but not limited to, the items mentioned herein.

3.2. Communications

This position reports to the City Council. However, the role works directly with the City Manager. The City requires the Consultant to have the communication abilities and skills to provide the City with effective and professional advice and to:

1. Be available in a timely manner, in person, by telephone, fax, or e-mail, for consultation or advice;
2. Follow established City policies and procedures whenever providing consultation or advice to City representative(s) and implement revisions to procedures where needed;
3. Be familiar with state and federal laws relating to the City;
4. Provide periodic status reports on the services provided;
5. Provide itemized monthly invoices of charges and
6. Advise and participate in meetings as requested by the City.

3.3. Minimum Qualifications

- A. The law firm must be registered with the State of Florida (SunBiz)
- B. Submit a valid Local Business Tax Receipt from Lake County or the City of Clermont
- C. The primary designated attorney shall have a Juris Doctor (JD) degree from an accredited law school and be licensed to practice law in the State of Florida
- D. A minimum of ten (10) years of relevant municipal legal experience in the practice of Florida law.
- E. Must be board certified in real estate.

3.4. Required Experience

- A. Licensure: The Firm or attorney must be licensed within the State of Florida and be in good standing with the Florida Bar Association. Professional legal services are to be provided on a contractual fee-for services basis (i.e., a combination of retainers and

hourly rates). With limited applicability to the City Attorney (not the law firm) he/she shall not, during his/her tenure of office, engage in any private practice of law.

- B. Experience: The Firm or attorney other than the primary designated attorney (Assistant City Attorney and attorney(s) other than the primary) must have a minimum of ten (10) years of experience practicing Florida municipal law and representing municipal governments or other related experience. If the proposed Assistant City Attorney has less than the minimum of five (5) years of experience, this shall be specifically mentioned, and the City reserves the right to take this into consideration when evaluating.
- C. Such experience should include representing municipal governments in facets of daily government operations, as well as experience in coordinating and managing the work of other law firms brought in for areas of specialized expertise. Board Certification by individuals of the firm in the field of city, county, and local government law is desired.
- Experience and knowledge of local governmental and administrative law.
 - Experience practicing municipal law and advising elected bodies and administrative boards.
 - Experience providing counsel to a Florida elected body, operating in the Florida Sunshine Law and public records environment.
 - Exceptional interpersonal skills, composure, a team-oriented philosophy, and the ability to work with various diverse groups and issues.
 - Experience in real estate with a strong background in real estate law, particularly related to development and redevelopment projects. Experience advising on zoning, land use, permitting, property acquisitions, and financing structures for municipal projects is a critical.
 - Experience in litigation and public utilities is also highly desirable.
- D. Firms are advised and should take into account in the preparation of their Proposal that the evaluation of the firm's qualifications shall include, but is not limited to, consideration of the Firm's experience in municipal law and experience, availability, capabilities, and hourly billing rate of the primary legal advisor to the City. In addition, the City will consider the experience, availability, capabilities, and hourly billing rates of the backup legal advisor(s) and support personnel to the City if the primary legal advisor cannot represent the City at any given meeting or on any given matter.

3.5. Responsibilities

- A. **Responsibility of Consultant** – It is understood and agreed that the services the Consultant will be required to perform under this contract shall be rendered directly by or under close personal supervision by the Consultant and that the work shall be faithfully performed with care and diligence. The Consultant will return all calls or other contacts

from the City within a reasonable time. If it is not possible for the called or contacted party to respond, the Consultant will make arrangements for a designated member of the Consultant to respond to the contact.

- B. **Responsibility of the City** – City Manager will be the main contact with the Consultant including billing issues and any technical activities.
- C. **Joint Responsibility** – If additional services, supplemental to those included herein, are required, both the City and the Consultant have the responsibility to identify those services, include them as an addendum or amendment to the Contract, and determine fair compensation for the additional services.

3.6. Essential Functions

- A. Give legal advice and confer with various City officials, employees, boards, commissions, and committees. Prepare legal opinions on questions submitted by City officials and prepare all legal documents and instruments.
- B. Prepare ordinances, resolutions, official notices, and legislative acts relative to the City's governmental functions.
- C. Prepare a variety of studies, reports, recommendations, and related information for decision-making purposes.
- D. Draft or review proposed policies, handbooks, procedures, and other documentation to ensure legal compliance.
- E. Assist with contract solicitations and negotiations.
- F. Serve as a prosecutor for the City and, upon request, review all crime reports where complaints are requested to determine if a complaint is valid and prosecution merited.
- G. Represent the City in all jury trials and all trials where there is a defense attorney, represent the City in various other courts, and confer with police officials and other persons in such capacity.
- H. Conduct trials, hearings, and arraignments, including making findings of guilty or not guilty and determining penalties.
- I. Pursue professional development opportunities to keep abreast of trends and developments in the legal field.
- J. Attend City Council meetings and provide guidance on procedural and legal requirements for the conduct of City Councilors.
- K. Serve as a member of various City Committees or work groups as assigned.
- L. Assist other staff in performing their duties as assigned when legal consultation is required.
- M. Performs other duties as assigned.

3.7. Administrative Services

For administrative services, the following items will be required:

1. Provide a principal or partner-level individual as the first point of contact for all service and billing issues.
2. Recommend specialist(s) for other services related to the project if the City so requests. The City reserves the right of approval of any specialist(s) and to select other service providers.
3. The City expects that individuals will be assigned the work in the most efficient manner, consistent with their experience and training.
4. If it is necessary to associate with other firms in any matter, the Consultant must obtain prior approval from the City designated contact. The Consultant must inform associated service providers of the procedure set forth herein.
5. Invoices for services will be submitted monthly for any month in which there has been activity of any substance. An annual summary of billing will also be provided when requested by the City. Time spent by the Consultant is to be shown as percent completed for each phase of the project or as needs determine. Both invoices and summary reports shall require approved signatures from City staff and Consultant representative. Payments will not be made without approved signatures.
6. Each monthly invoice will set forth separately each matter handled and clearly identify the City employee(s) working with the Consultant. Monthly invoices must also show the total charged to date for each matter.
7. For each matter denoted on an invoice, the detail will include the hours spent by each of the Consultant's personnel on the file.
8. Each expense and/or disbursement must be specifically identified on the invoice.

3.8. Changes of Scope and Additional Work

The Consultant may be requested to perform special projects for the City. Because of variations in the demand for additional services from time to time, such work shall be agreed upon in advance in writing, contracted for, provided and billed separately to the City on a pre-arranged basis.

3.9. Staffing

The city reserves the right to designate one or more specific attorneys in the firm to work on specific matters. The firm selected will employ suitably trained and skilled professional personnel to perform the legal services. Prior to changing any key personnel, especially those key personnel whom the City relied upon in making this Agreement, the firm must obtain the approval of the City. All staffing decisions must be discussed and agreed upon with the City.

3.10. Compensation

The Consultant will be paid for services under an Agreement as negotiated with the selected firm. If compensated on an hourly rate, the firm will be paid at an hourly rate that includes all costs and expenses except for those specific reimbursable expenses listed in an attachment labeled "Reimbursable Expenses". Please submit that attachment as part of your proposal.

3.11. Email Communication

The city expects the firm to provide a specific e-mail address that will allow direct communication between the City and the attorney assigned to provide legal services for a particular matter.

3.12. Withdrawal of Counsel

The firm must request to withdraw from representing the City or any department, officer, agent, or employee thereof when continuing the representation would be ethically improper. The request must be in writing to the City Manager.

3.13. Appeals

No appeals or special actions may be filed without the City's prior written approval.

4. Response Format

PROPOSAL REQUIREMENTS

A response to this solicitation should address the requirements listed below clearly and concisely in the order stated herein. The response must detail how the proposed services best satisfy the City's needs. The submitted proposal must follow the rules and format outlined within this section. Adherence to the rules will ensure a fair and objective analysis of all proposals. Respondents must upload their proposal in the Portal in the format requested below (with each section identified).

All proposals to this RFQ must be submitted and received by the deadline specified in this solicitation unless changed by an addendum. The responsibility for submitting the proposal on or before the stated date and time is solely that of the respondent. The City of Clermont will in no way be responsible for delays in transmittal or delays caused by any other occurrence. **LATE PROPOSALS WILL NOT BE ACCEPTED. Please allow sufficient time to submit the proposals.**

PROPOSAL FORMAT

Proposals must contain the following documents, each fully completed and signed as required. Proposals must be tabbed and include the information/documents specified in the applicable section. All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and, therefore, non-responsive.

To expedite the evaluation of responses, all respondents must follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated format requirements.

4.1. [Proposal*](#)

Instruction:

Respondents are limited to a total page count not to exceed sixty (60) pages excluding the cover page, table of contents, and tab sheets. Page size shall be 8.5 x 11 inches. The text size should be 11 points or larger using Arial or Times New Roman font only. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. All response sections must be appropriately separated and tabbed. The City reserves the right to seek additional/supplemental representation on specific issues as needed.

Content:

Table of Contents

Outline the major areas of the response in sequential order (as stated below). All pages must be consecutively numbered. Respondents must respond to all minimum requirements listed below. Responses that do not contain such documentation may be deemed non-responsive or receive a low score.

A. Introduction Letter

1. Provide an introduction letter outlining the respondent's specialization, the location of the office responsible for managing the project, and a summary of the experience intended to support the respondent's qualifications to perform required professional services. The introduction letter shall be signed by an officer of the Company/Corporation submitting the response.

B. License and Insurance

1. The respondent must prove that the company is registered with the State of Florida and holds an unexpired active license. Respondent shall provide a copy of the licenses, as per Section 3.3 Minimum Qualifications. In addition, if the respondent is a corporation, it must be properly chartered with the Florida Department of State and submit evidence of such in this section. Include a copy of the business W-9 certificate.
2. Submit a current insurance certificate (on Accord Form) showing the firm's insurance coverage requirements or a letter from the insurer detailing the capability of the firm to obtain coverage requirements. Refer to the Response Procedures Section for insurance coverage requirements and limits.

C. Identification of Principal, Secondary, and other Representatives With regard to the firm or attorney, describe the general qualifications for providing municipal legal services. Include the following specific information:

1. Name(s) of attorneys proposed to provide services to the City.
2. Provide the lead attorney who will be the main contact with the City. This individual is expected to remain the responsible attorney throughout the engagement. Provide the name of the secondary attorney who will serve in the absence of the lead attorney.
3. Identify specific areas of certification and experience by individual and curriculum vita for each attorney serving the City. This information should include relevant academic training and degrees, a description of prior experience in law areas described in the scope of services, the number of years with the firm, areas of responsibility with the firm, and other background or experience that may be helpful (including board certifications, advising entities of Florida Sunshine and public records law, legislative and quasi-judicial bodies, Alternative Dispute Resolution (ADR) training, experience, and success record of advocacy in mediation and arbitrations, litigation experience and track record, municipal or other public sector experience or any other relevant experience and training).

D. Identify specific experience providing legal services to local governments in the following areas.

1. Ethics & Public Records
2. General Municipal Law

3. Workers Compensation
4. Land Use and Zoning
5. Code Enforcement
6. Utilities (particular emphasis on water and wastewater and solid waste)
7. Labor
8. Forfeiture
9. Municipal Bonds
10. Pension
11. General Procurement/Contracting
12. Construction Procurement
13. Real Estate

E. Ethics

1. Provide a list and explanation of any ethics complaints filed against the law firm, any attorney in the law firm or any attorney proposed under this solicitation and a list of any disciplinary procedures taken against any current member of the firm or attorney proposed under this solicitation by the Florida Bar Association or any relevant State regulatory agency within the last ten (10) years.

NOTE: Attorneys proposed under this solicitation shall not have been disciplined by the Florida Bar Association during the past ten (10) years.

F. Conflict of Interest

1. Identify potential conflicts of interest or ethical considerations related to representation or affiliation with any boards, organizations, committees, or clients, including but not limited to, other municipalities, governmental, and/or quasi-government entities.

G. Current Presentation

1. Provide a list of other municipalities or other governmental entities currently being represented by the firm or attorney proposed under this solicitation.

H. Malpractice Claims

1. List any malpractice claims the firm, any of the attorneys in the firm, or any attorney proposed under this solicitation in the last ten (10) years.

I. Approach to Legal Services

1. With regard to the Firm or attorney proposed under this solicitation, describe your approach to providing legal services to the City. Include the following specific information related to this proposal.
 - a. How would the Attorney structure the working relationship between the City Attorney's Office, the City Manager, the Mayor, and City Council members.
 - b. Areas of expertise that are anticipated to require the use of special outside counsel.

*Response required

4.2. Upload RFQ Response in PDF format.*

*Response required

4.3. Vendor Information & W-9*

Please download the Vendor Information form, complete it, and upload it with a copy of your W-9.

- [Vendor Information.pdf](#)

*Response required

4.4. Conflict of Interest Disclosure*

I HEREBY CERTIFY that:

- A. I, the Individual submitting this response, am a duly authorized representative of the firm (Respondent), and I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting and,
- B. Except as listed below (in the following question), no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
- C. This proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud.

☐ Please confirm

*Response required

4.5. Exceptions to Conflict of Interest Disclosure*

List any exceptions here, or type "N/A"

*Response required

4.6. Drug-Free Workplace*

The undersigned respondent hereby acknowledges that:

(select the appropriate options below)

- A. _____ The respondent has a drug-free workplace policy as identified in the company policy attached to this Proposal.
- AND/OR
- B. _____ The respondent has a drug-free workplace policy that complies with Chapter 287.087, Florida Statutes.
- AND/OR
- C. _____ The respondent has a drug-free workplace policy that complies with the outline below.
- OR
- D. _____ The respondent does not currently have a drug-free workplace policy but is willing to comply with the requirements as specified in the outline below.
1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 2. Establishing a continuing drug-free awareness program to inform its employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The respondent's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Giving all employees engaged in the performance of the contract a copy of the statement required by subparagraph (1);
 4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
 5. Notify the City of Clermont in writing within ten (10) calendar days after receiving notice under subdivision (4) (b) above from an employee or otherwise receiving

- actual notice of such conviction. The notice shall include the position title of the employee;
6. Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - a. Taking appropriate personnel action against such employee, up to and including termination or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to maintain a drug-free workplace program by implementing subparagraphs (1) through (6).

Select all that apply

- ☐ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.
- ☐ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.
- ☐ the respondent has a drug free workplace policy that is in compliance with the outline above.
- ☐ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in the outline above.

*Response required

4.7. Non-Collusion Statement*

I hereby affirm that I am a duly authorized representative of the firm submitting this Proposal (Respondent) and possess the legal authority to make this statement on behalf of myself and the firm for which I am acting.

I affirm:

- A. I am fully informed respecting the preparation and contents of the attached offer/proposal and all pertinent circumstances respecting such offer/proposal;
- B. Such offer/proposal is genuine and is not a collusive or sham offer/proposal;
- C. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham offer/proposal in connection with the Contract for which attached offer/proposal has been submitted or to refrain from offering a proposal in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached offer/proposal or of any other proposer, or to fix any overhead, profit or cost element of the offer/proposal or the

offer price of any proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Clermont or any person interested in the proposed Contract;

- D. The price or prices quoted in the attached offer/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I solemnly declare and affirm under penalties of perjury that the contents of this statement are true and correct.

☐ Please confirm

*Response required

4.8. Supplemental Questionnaire

4.8.1. Respondent Information*

Enter the following:

- A. Respondent's Name
- B. Official Representative
- C. Principal Office Address

*Response required

4.8.2. Type of Business*

- ☐ Individual
- ☐ Partnership
- ☐ Corporation

*Response required

4.8.3. Business Information*

If a Corporation, answer this:

- A. When Incorporated
- B. In what State
- C. President's Name
- D. Vice-President's Name
- E. Treasurer's Name
- F. Members of Board of Directors

If a Partnership, answer this:

- A. Date of organization
- B. General or Limited Partnership

C. Name and Address of Each Partner

*Response required

*4.8.4. How many years has your organization been in business under the present business name? **

*Response required

*4.8.5. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?**

Indicate Yes or No. If no, please explain.

*Response required

*4.8.6. Please state license(s) type and number.**

(attach copies with your "Proposal" above)

*Response required

*4.8.7. 4. Have you ever had a contract terminated due to failure to comply with contractual specifications?**

Indicate Yes or No. If yes, state where and why.

*Response required

*4.8.8. Has any Person or persons interested in this solicitation been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations?**

Indicate Yes or No. If Yes, Explain any convictions.

*Response required

*4.8.9. 6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest.**

A. List all pending lawsuits

B. List all judgments from lawsuits in the last five (5) years

C. List any criminal violations and/or convictions of the respondent and/or any of its principals

If this does not apply, type "N/A"

*Response required

*4.8.10. Conflicts of Interest**

The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal.

If none, type "N/A"

*Response required

4.8.11. Certification*

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation, and the respondent warrants such information to be true. The undersigned respondent agrees to furnish such additional information before the award recommendation. The respondent further understands that the information in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire, the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit checks.

☐ Please confirm

*Response required

4.9. Virtual Signature Page

4.9.1. Vendor Information & W-9*

Please download the Vendor Information form, complete it, and upload it with a copy of your W-9.

- [Vendor Information.pdf](#)

*Response required

4.9.2. FEIN Number*

*Response required

4.9.3. Payment Terms*

Payment Terms: _____ % _____ days, net _____

*Response required

4.9.4. Does the respondent accept payment using the City's MASTERCARD?*

- ☐ Yes
☐ No

*Response required

4.9.5. By confirming this section the respondent certifies that:*

- A. It satisfies all legal requirements (as an entity) to do business with the City.
- B. The undersigned respondent acknowledges that the award of a contract may be contingent upon a determination by the City and that the respondent has the capacity and capability to perform the contract successfully.
- C. The proposer hereby certifies that it understands all requirements of this solicitation and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by the award of this solicitation.
- D. By confirming, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation and is acting in an authorized capacity to execute this response.

The respondent also certifies that it can and will provide and make available, at a minimum, the items outlined in this solicitation.

☐ Please confirm

*Response required

4.9.6. *Agreements with Other Government Agencies*

This section is optional and will not affect the contract award. If the City of Clermont awarded your company, would your company sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.

☐ Yes

☐ No

5. Evaluation Process

All responses will be reviewed and evaluated by City staff. The City reserves the right to evaluate each response separately and individually and invite selected firms to make personal presentations to staff. The City further reserves the right to reject any responses submitted or accept a response deemed most advantageous to the City. The procedure for response evaluation and selection is as follows:

- A. Solicitation issued.
- B. Receipt of responses by the date and time prescribed in this RFP.
- C. Opening of responses and determining which responses meet the minimum qualification standards.
- D. An Evaluation Committee composed of City employees will meet to evaluate each response in accordance with the requirements of this solicitation.
- E. The Evaluation Committee will shortlist the number of respondents to a minimum of three (3) for further discussions using the criteria listed below.
- F. The Evaluation Committee will independently review each respondent's technical proposal and award points for the established evaluation criteria, scoring based on a zero (0) to ten (10) point scale, as identified below. For each criterion, the sum of the evaluator's scores will be multiplied by the designated weight for a total score and then divided by the number of evaluators to provide the overall score. The sum of average points will result in the total technical score for each respondent.
- G. The Evaluation Committee may require one or more respondents to conduct an informal presentation before preparing their shortlist of respondents.
- H. The shortlist of respondents may be required to provide a brief presentation to the Evaluation Committee for ranking purposes.
- I. The Evaluation Committee will rank each respondent based on who will serve in the City's best interest. The respondents will be ranked numerically 1, 2, 3, etc., with 1 being the highest ranking number.
- J. The Procurement Services Director, assisted by City staff, may proceed to negotiate a contract with the highest evaluated respondent(s). If a contract cannot be negotiated with the highest-ranked respondent, negotiations will discontinue, and the Procurement Services Director will start contract negotiations with the next highest-ranked respondent.
- K. A contract or contracts are presented to the City Council for award approval.

IMPORTANT NOTE: By submitting a response, all respondents shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during

the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Point Scale:

Score	Basic Description	Full Description
0 - 1	No Response / Not Addressed or Vaguely Addressed	Answer is No to RFP requirements; this element of the evaluation criteria was not addressed or vaguely addressed .
2 – 3	Poor or Below Expectations / Unsatisfactory	The proposal is inadequate in the most basis requirements, <u>specifications</u> or provisions of the criteria element; respondent's information for this element of the evaluation criteria was unsatisfactory .
4 – 5	Below Average / Meets Some Expectations	The proposal meets some of the basic requirements, <u>specifications</u> or provisions of the criteria element; respondent's information for this element of the evaluation criteria is below average .
6 – 7	Average / Meets Most Expectations	The proposal adequately meets the minimum requirements, <u>specifications</u> or provisions of the criteria element; respondent's information for this element of the evaluation criteria is average .
8 – 9	Above Average / Meets All Expectations	The proposal more than adequately meets the minimum requirements, <u>specifications</u> or provisions of the criteria element, may exceed some areas; respondent's information for this element of the evaluation criteria is above average .
10	Excellent / Exceeds Expectations	The proposal <u>exceed</u> minimum requirements, specifications or provision in most aspects of the criteria element; respondent's information for this element of the evaluation criteria is excellent .

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Introduction Letter	0-10 Points	5 (5% of Total)
2.	License & Insurance The respondent must include with their proposal their JD degree, license to practice law in the State of Florida, real estate board certified license, local business tax receipt, State of Florida (SunBiz) registration, W-9, proof insurance, and Vendor Information form.	Pass / Fail	5 (5% of Total)
3.	Approach to Providing Legal Services	0-10 Points	20 (20% of Total)

4.	Experience and Qualifications (City Attorney/Firm and Proposed Staff)	0-10 Points	35 (35% of Total)
5.	Litigation	0-10 Points	10 (10% of Total)
6.	Conflict of Interest / Ethical Considerations	0-10 Points	10 (10% of Total)
7.	Business Location The physical location of the business. In order to receive points, the respondent main office must be located in Lake County for at least two (2) years. • If the respondent is located in Lake County = 5 pts. • All other respondents = 2 pts.	0-5 Points	5 (5% of Total)
8.	Quality of Submittal	0-10 Points	10 (10% of Total)

6. Terms and Conditions

6.1. Modifications / Withdrawals of Submittals

Before the solicitation deadline, a respondent may change their response by unsubmitting their response, making the necessary updates, and then re-submitting their response. Modifications received after the response deadline will not be considered. A solicitation may be withdrawn in the Portal at any time before the solicitation deadline. A solicitation may also be withdrawn after the solicitation deadline but before the recommendation of the award by submitting a withdrawal letter to the Procurement Services Director. The withdrawal letter must be on company letterhead, signed by an authorized agent of the company, and address the reason(s) for the withdrawal after the solicitation deadline. The City may, at its sole discretion, accept or deny any modification or withdrawal request.

6.2. Response Postponement / Cancellation / Rejection

The City may, at its sole discretion, reject any and all, or parts of any and all, responses; re-advertise this solicitation; postpone or cancel, at any time, this response process; or waive any irregularities in the solicitation or in any responses received as a result of this solicitation.

6.3. Exceptions to Solicitation

Respondents must clearly indicate any exceptions they wish to make to any of the terms in this solicitation, and outline what alternative is being offered. The City, after completing evaluations, may accept or reject the exceptions. In cases in which the exceptions are rejected, the City may require the respondent to furnish the services or goods originally described, or negotiate an alternative acceptable to the City.

6.4. Change Orders

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made on writing by the City of Clermont.

6.5. Addenda

Any interpretations, corrections, or changes to this solicitation will be made by addenda. Sole issuing authority shall be vested in the City of Clermont Procurement Services Department. Addenda will be sent to all who are known to have received a copy of this solicitation. If the addenda contain changes to the specification or solicitation form, prospective respondents shall acknowledge receipt of all addenda or they will be declared non-responsive.

6.6. Conflicts Within the Solicitation

Where there appears to be a conflict between documents, the order of precedence shall be as follows:

- A. Any agreement or contract resulting from the award of this solicitation (if applicable).
- B. Addenda released for this solicitation, with the latest addendum taking precedence.
- C. The solicitation.

D. The awardees' response.

It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the response due date.

6.7. Mistakes

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to the solicitation. Failure of the respondent to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the City.

6.8. Payment Terms and Discount

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or purchase order. Invoices must bear the purchase order, contract number, or both when available, and shall be submitted to the ordering department. Payment terms will be considered to be Net-30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified. If a contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

6.9. Delivery

Delivery time shall be calculated in calendar days from the issuance date of purchase order. Unless otherwise stipulated in the contract, delivery time shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time, Monday through Friday except City Holidays. However, goods' required for daily consumption, or where the delivery is an emergency, or is overdue, the convenience of the City shall govern. If, in calculating the number of calendar days from the purchase order date, the delivery falls on a Saturday, Sunday, or City Holiday, delivery shall be made no later than the next business day. Unless otherwise specified in the solicitation, all prices shall be F.O.B. Destination. Freight shall be included in the price. Substitution of shipments of any kind will not be accepted. Respondents are expected to furnish the brand quoted in their response once awarded. Any substitute shipment will be returned at the respondent's expense.

6.10. Inspection & Acceptance of Title

Inspection and acceptance will be at destination unless otherwise provided in this solicitation. Title to/or risk of loss, or damage to all items, shall be the responsibility of the successful respondent until acceptance by the buyer/department.

6.11. Packaging

Unless otherwise stated in the Special Provisions, Pricing Section or Addenda, deliveries must consist only of new and unused goods and shall be the current standard production model available at the time of the response due date. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items shall bear a label,

imprint, or other legible markings stating the name of the manufacturer or supplier, purchase order number, and any other markings required by the specifications.

6.12. Samples

Samples or inspection of product, may be requested to determine suitability after the solicitation due date and should be received within seven (7) working days of request. Samples of items, when required, must be furnished free of expense to the City. Samples, if not destroyed, will be returned upon request at the respondent's expense. Respondents will be responsible for the removal of all samples furnished within thirty (30) days after solicitation due date. All samples will be disposed of after thirty (30) days.

6.13. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this solicitation shall be new. The items must be new, latest model, of the best quality, and highest grade workmanship.

6.14. Non-Conformance

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at respondent's expense. These items and items not delivered, as per delivery date in response or purchase order, may be purchased on the open market. Any increase in cost may be charged against the respondent. Any violation may result in respondent's name being removed from the vendor registration list and/or departments being advised not to do business with the respondent.

6.15. Taxes

The City of Clermont is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Successful respondent shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The respondent is responsible for reviewing the pertinent Florida Statutes involving the sales tax and complying with all requirements.

6.16. Contingency Fees

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

6.17. Other Governmental Entities

With the consent of the respondent, other governmental entities may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein. Prices shall be F.O.B. delivered to the requesting government entity.

6.18. Public Records

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Respondents are hereby notified that all information submitted as part of a

response to this solicitation will be subject for public inspection upon award in compliance with Chapter 119.01, Florida Statutes. The respondent should not submit any information in response to this solicitation which the respondent considers proprietary or confidential. The submission of any information to the City, in connection with this solicitation, shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt, or confidential, under Chapter 119.01, Florida Statutes.

6.19. Appeal Procedures

Any prospective respondent may only appeal any determination, decision or recommendation of the Procurement Services Director, in accordance herewith. All appeals must be in writing and sent via certified mail or delivered in person to the City Manager within three (3) business days of issuance of such determination, decision or recommendation. The City Manager shall administer the appeal and shall render a decision within seven (7) business days of receiving the appeal. All appeals must set forth the specific reason and facts concerning the dispute. Any appeal based exclusively on disagreement with the technical judgment of evaluators is subject to summary rejection unless there is clear and convincing evidence of arbitrary or capricious action in that regard. In the event of a timely appeal, the City shall not proceed further with the solicitation or with the award of bid/contract unless the City Manager, after consultation with the Director of the using department(s) or division(s), forwards to the City Council a written request to award the bid/contract without delay in order to protect the public health, safety or general welfare and City Council approves said request.

6.20. Rules, Regulation, Licensing Requirements

Respondents are expected to be familiar with and comply with all Federal, State and local laws, ordinances, codes, and regulations that may in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

6.21. Default

Failure or refusal of a respondent to execute a contract upon award by the City Council, or untimely withdrawal of a response before such award is made and approved, may result in forfeiture of that portion of any surety required as liquidated damages to the City; where surety is not required, such failure may result in a claim for damages by the City and may be grounds for removing the respondent from the City's vendor list.

6.22. Conflict of Interest

No contract will be awarded to a respondent who has City officials, officers or employees affiliated with it, unless the respondent has fully complied with current Florida Statutes and City Ordinances related to this issue. All respondents must disclose with their response the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, child) who is also an employee of the City. Further, all respondents must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the respondent or any of its affiliates. Failure to disclose any such affiliation will result in disqualification of the response and prohibition of engaging in any future business with the City.

6.23. Responsibility

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

6.24. Relation of City

It is the intent of the parties hereto that the successful respondent be legally considered to be an independent respondent and that neither the respondent nor the respondent's employees and agents shall, under any circumstances, be considered employees or agents of the City.

6.25. Prime Contractor

The respondent awarded a contract shall act as the prime contractor for all required items and services and shall assume all responsibility for the procurement of such items or services. The contractor shall be considered the sole point of charges and meeting all requirements of this solicitation. All subcontractors will be subject to advance review by the City in regards to competency and security concerns. After the award of the contract, no change in subcontractors will be made without the consent of the City. The contractor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the City may require the contractor to provide any insurance certificates required by the work to be performed.

6.26. Collusion

Where two (2) or more related parties each submit a response for the same solicitation, such response shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such responses. Related parties shall mean respondents or the principals thereof which have a direct or indirect ownership interest in another respondent for the same contract or in which a parent company or the principals thereof of one (1) respondent have a direct or indirect ownership interest in another respondent for the same solicitation. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment, shall also be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusion may be terminated for default.

6.27. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public

entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 of the Florida Statutes, for CATEGORY TWO (\$25,000.00) for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a response to this solicitation, the respondent is certifying that it is eligible for award under this solicitation pursuant to Chapter 287.132 and 287.133 Florida Statutes.

6.28. Assignment

Successful respondent shall not enter into any sub contract, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its right, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the City. Any unauthorized assignment may constitute a default by the successful respondent.

6.29. Indemnification

The successful respondent shall be required to agree to indemnify and hold harmless the City and its council, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful consultant, its employees, or agents in connection with the performance of service pursuant to the resultant contract. The successful respondent shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the City in the defense of such claims and losses, including appeals.

6.30. Termination for Default

If through any cause, the successful respondent fails to fulfill in a timely manner or otherwise violate any of the covenants, agreements, or stipulations material to the contract, the City shall have the right to terminate the services remaining to be performed by giving written notice to the successful respondent of such termination. Termination for default shall become effective upon the date specified in the written notice. In that event, the City shall compensate the successful respondent in accordance with the contract for all services performed by the respondent prior to the termination date, net of any costs incurred by the City as a consequence of the default. The successful respondent shall not be relieved of liability to the City for damages sustained by the City by breach of contract by the respondent. The City may reasonably withhold payments to the successful respondent for the purposes of set off until such time as the exact amount of damages due the City from the successful respondent is determined.

6.31. Termination For Convenience

The City may, for its convenience, terminate the services then remaining to be performed at any time without cause by giving written notice to successful respondent of such termination, which shall become effective thirty (30) days following receipt by respondent of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the agreement is terminated by the City as provided in this section, the City shall

compensate the successful respondent in accordance with the agreement for all services actually performed by the successful respondent and reasonable direct costs of successful respondent for assembling and delivering to City all documents. No compensation shall be due to the successful respondent for any profits that the successful respondent expected to earn on the balance of the agreement. Such payments shall be the total extent of the City's liability to the successful respondent upon a termination as provided for in this section.

6.32. Termination for Unappropriated Funds

The obligation of the City for payment to a contractor is limited to the availability of funds appropriated in a current fiscal period. Continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

6.33. Force Majeure

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems, and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

6.34. Payment & Performance Bonds

If a Payment & Performance Bond is required in Section A, the contractor shall, within seven (7) calendar days after notification of award, furnish to the City a Payment & Performance Bond payable to the City of Clermont, Florida, in the face amount specified herein as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing bond. The Payment and Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

6.35. Liability, Insurance, Licenses, and Permits

Where the successful respondent is required to enter or go into City of Clermont property to deliver materials and perform work or services as a result of an award, the respondent will assume the duty, obligation, and expense of obtaining all necessary licenses, permits, and insurance. Successful respondents shall obtain, provide, and maintain during the term of the contract the types and amounts of insurance indicated in Section A, "Insurance Requirements." Insurance shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+, VI, or higher rating in the latest edition of A.M. Best's insurance guide. Successful respondent(s) shall name the City of Clermont as an additional insured on all liability policies required as a result of an award. When naming the City of Clermont as an additional insured, the insurance company hereby agrees and endorses the policies to state that the City will not be liable for the payment of any premiums or assessments. Successful respondent failure to procure or maintain the required insurance program shall constitute a material breach of agreement under which the City may immediately terminate the award or contract.

All work performed shall comply with applicable County and municipal code requirements, as well as the Florida Building Code. The successful respondent shall be liable for any damages or loss to the City occasioned by the negligence of the respondent, agent, or any person the respondent has designated in the completion of the contract as a result of this solicitation.

6.36. Laws / Ordinances

Respondents are expected to be familiar with and comply with all Federal, State, local and municipal laws, ordinances rules and regulations that may, in any way affect the services offered. Ignorance on the part of the respondent will in no way relieve it from responsibility for compliance.

6.37. Litigation Venue

The contractual parties waive the privilege of venue and agree that all litigation between them in the State courts shall take place in Lake County, Florida and that all litigation between them in the federal courts shall take place in Central Florida.

6.38. Patents and Royalties

The contractor, without exception, shall indemnify, save harmless, and defend the City and its employees from liability of any nature and kind, including costs and expenses for or on account of any copyrighted or un-patented invention, process, or article manufactured or used in the performance of the contract. If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

6.39. Recycle Content

In addressing environmental concerns, the City of Clermont encourages responses containing items with recycled content. When submitting a response containing items with recycled content, the respondent shall provide documentation adequate for the City to verify the recycled content. The city prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the solicitation, the City may give preference to responses containing items manufactured with recycled material or packaging that is able to be recycled.

6.40. OSHA

The respondent warrants that the product supplied to the City of Clermont shall conform in all aspects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended. The failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the respondent.

6.41. E-Verify

All contractors and subcontractors must utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

- A. All persons employed by the contractor during the term of the contract to perform employment duties within Florida; and
- B. All persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with the City Department.

The contractor and subcontractors hereby acknowledge and agree to adhere to the provisions of Section 448.095, Florida Statutes (2020), as amended from time to time. Failure to comply with Section 448.095, F.S. will result in termination of the contract. The contractor will not be awarded another City contract for at least one (1) year from the date of contract termination and the contractor will be liable for any additional costs incurred by the City as result of contract termination.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Executive Search Firm for City Manager RFP Discussion		
Requested Action		
Staff Report		
Staff is requesting clarification on the RFP specifications for hiring an executive search firm for the City Manager position. In addition, requesting guidance from Council regarding experience qualifications to include in the RFP.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Company Experience	Company Experience.docx	

A. Company Experience

1. Indicate the company's years of experience providing the requested services outlined in the Statement of Work section. **Provide evidence that the company meets or exceeds the minimum qualifications stated in Section 3.2 of the Statement of Work.**
2. Provide a brief narrative of your most significant projects undertaken in the past five (5) years; limit to no more than ten (10). Describe the scope of each project in physical terms and by cost, dates of service, and the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to the respondent's activities about the project.
3. Describe the background, public sector experience, an executive search capabilities of the company. Provide specific information regarding the company's qualifications to conduct City Manager searches in cities of similar size and complexity to the City of Clermont. **Demonstrate experience in filling positions in cities that successfully navigated transitions into what is recognized as "best practices" or award-winning cities.**

Provide specific examples of recent City Manager searches, jurisdiction contact information, and the total cost (i.e., fees plus other billable or reimbursement expenses) of each search.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Ordinance No. 2025-004 <i>Intro</i> <i>Land Development Code Amendment - C-2 Storage</i>		
Requested Action		
Recommend approval of Ordinance 2025-004		
Staff Report		
City staff has received direction to proceed with processing amendments within the Land Development Code (LDC). Within the C-2 General Commercial District, a residential storage warehouse is allowed as a conditional use. This is under Section 125-337(a)(2). In order to develop a residential storage warehouse within the C-2 General Commercial zoning, City Council must grant a Conditional Use Permit (CUP). The requested amendment would be to remove this use from the C-2 General Commercial District. See snippet of the strikethrough below. Staff supports this requested change. (2) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-004	Ord 2025-004 C-2 Self Storage (12.19.2024).pdf	
2. Legal Ad	2025-004 Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-004

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, “ZONING”, ARTICLE III “DISTRICTS”, DIVISION 11 “C-2 GENERAL COMMERCIAL DISTRICT” SECTION 125-337 “CONDITIONAL USES” PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on January 7, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 125, “Zoning”, Article III “Districts”, Division 11 “C-2 General Commercial District” Section 125-337 “Conditional Uses”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 125, “Zoning”, Article III “Districts”, Division 11 “C-2 General Commercial District” Section 125-337 “Conditional Uses” of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2:

Chapter 125, “Zoning”, Article III “Districts”, Division 11 “C-2 General Commercial District” Section 125-337 “Conditional Uses” of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 125-337. Conditional uses.

(a) Conditional uses in the C-2 district are as follows:

- (1) Manufacturing, provided such manufacturing employs not more than five persons and is incidental, complementary to, and in conjunction with a retail business or service.

~~_(2) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.~~

- (32) Shopping centers; any group of businesses with shared parking or in which the total land area of the development is ten acres or more.

- (43) Agricultural service operations.
 - (54) Public or semipublic facilities or structures not operated by the city and not listed as a permitted use.
 - (65) Utility facilities; such as electric transformers, gas regulator stations, and so forth.
 - (76) Recreational vehicle parks.
 - (87) Hospitals, clinics, and nursing homes.
 - (98) Automobile and truck repair garages; and painting, welding and body shops.
 - (109) Dwelling units, provided that the requirements of the R-3 zone are met, mobile home parks per article V of this chapter, and planned unit developments per article IV of this chapter.
 - (110) Kennels or veterinary clinics, provided that all animal services and confinement areas; including runs, are in air conditioned and sound-attenuated buildings.
 - (121) Churches, funeral homes and cemeteries.
 - (132) Retail establishments more than 100,000 square feet.
 - (143) Private schools.
 - (154) Bus terminals, major equipment sales, manufactured housing sales, travel trailer and recreational vehicle sales.
 - (165) Bed and breakfast inns.
 - (176) Automobile and truck services, carwashes, and automobile, truck, boat and farm equipment sales.
- (b) In case of uncertainty of the classification of any use, uses may be permitted which; after consideration by the planning and zoning commission and approval of the city council, are not more obnoxious to the district than the uses provided in this section. All conditional uses must be provided per chapter 101, article III, division 3.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.



CITY OF CLERMONT
ORDINANCE NO. 2025-004

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the 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 7: 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.



CITY OF CLERMONT
ORDINANCE NO. 2025-004

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/02/2025
Order Number:	10914434
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	61.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$98.38
Tax Amount	\$0.00
Service Fee 3.99%	\$3.93
Cash/Check/ACH Discount	-\$3.93
Payment Amount by Cash/Check/ACH	\$98.38
Payment Amount by Credit Card	\$102.31

Order Confirmation Amount	\$98.38
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 125, Section 125-337-Conditional Uses.

ORDINANCE NO. 2025-004
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, "ZONING", ARTICLE III "DISTRICTS", DIVISION 11 "C-2 GENERAL COMMERCIAL DISTRICT" SECTION 125-337 "CONDITIONAL USES", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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
January 13, 2025
10914434 1/13/25



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Ordinance No. 2025-005 <i>Intro</i> <i>Land Development Code Amendment - M-1 Storage</i>		
Requested Action		
Recommend approval of Ordinance 2025-005		
Staff Report		
City staff has received direction to proceed with processing amendments within the Land Development Code (LDC). The requested change is to allow a residential storage warehouse within the M-1 Industrial District through a Conditional Use Permit (CUP). This change would occur under Section 125-397 (6). See snippet of the addition below. The requested amendment would add this specific language under this section of the LDC. Staff supports this requested change. <u>(6) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.</u>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-005	Ord 2025-005 M-1 Self Storage (12.19.2024).pdf	
2. Legal Ad	2025-005 Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, “ZONING”, ARTICLE III “DISTRICTS”, DIVISION 13 “M-1 INDUSTRIAL DISTRICT”, SECTION 125-397 “CONDITIONAL USES” PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on January 7, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 125, “Zoning”, Article III “Districts”, Division 13 “M-1 Industrial District”, Section 125-397 “Conditional Uses”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 125, “Zoning”, Article III “Districts”, Division 13 “M-1 Industrial District”, Section 125-397 “Conditional Uses” of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2:

Chapter 125, “Zoning”, Article III “Districts”, Division 13 “M-1 Industrial District”, Section 125-397 “Conditional Uses”; of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 125-397. Conditional uses.

(a) Conditional uses in the M-1 district are as follows:

- (1) Airports.
- (2) Junkyards.
- (3) Planned unit developments per article IV of this chapter.
- (4) Utility facilities (i.e., electric transformers, gas regulator stations, etc.).
- (5) Adult entertainment establishments.

- (6) Residential storage warehouses where storage facility uses are exclusively for storing excess personal property generally stored in residential accessory buildings. This shall not include the storage of manufacturing or commercial products.
- ~~(67)~~ Conditional uses of the C-2 General Commercial District not specifically listed as a permitted use in the M- 1 light commercial district, provided they meet the regulations of the C-2 district.
- (b) Other manufacturing or wholesale uses not listed as a permitted use may be considered as a conditional use, provided the requirements of chapter 101, article III, division 3, and the following conditions are met:
- (1) The use is so located, site-planned and designed to avoid undue noise, odor, smoke, explosive hazards or any other nuisances or dangers to abutting properties.
 - (2) Adequate waste treatment, roadways and utilities can be provided.
 - (3) All applicable local, state and federal regulations regarding such use can be met.
 - (4) No wholesale or retail establishment may occupy more than 100,000 square feet.
- (c) In case of uncertainty of the classification of any public use, uses may be permitted which, after consideration by the planning and zoning commission and approval of the city council, are not more obnoxious to the district than the uses provided in this section. All conditional uses must be provided per chapter 101, article III, division 3.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.



CITY OF CLERMONT
ORDINANCE NO. 2025-005

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the 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 7: 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.



CITY OF CLERMONT
ORDINANCE NO. 2025-005

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/02/2025
Order Number:	10914558
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	60.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$96.80
Tax Amount	\$0.00
Service Fee 3.99%	\$3.86
Cash/Check/ACH Discount	-\$3.86
Payment Amount by Cash/Check/ACH	\$96.80
Payment Amount by Credit Card	\$100.66

Order Confirmation Amount	\$96.80
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 125, Section 125-397-Conditional Uses.

ORDINANCE NO. 2025-005

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 125, "ZONING", ARTICLE III "DISTRICTS", DIVISION 13 "M-1 INDUSTRIAL DISTRICT" SECTION 125-397 "CONDITIONAL USES", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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
January 13, 2025
10914558



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Ordinance No. 2025-006 <i>Intro</i> <i>Land Development Code Amendment - Time Limit for Commencing Construction</i>		
Requested Action		
Recommend approval of Ordinance 2025-006		
Staff Report		
City staff has received direction to proceed with processing amendments within the Land Development Code (LDC). Under the current Land Development Regulations, the time limit to start construction has been ambiguous without a definitive, measurable task. The addition of language that documents an inspection within the building permit process captures progress with a measurable date. Language is being added to state “physical construction” would at a minimum, include a completed and approved footer inspection. This is a realistic time period within the two years of a development order to move a project forward. See snippet below with the underlining of the additional language. Staff supports this requested change. Sec. 101-216. Time limit for commencing construction. When any conditional use permit is granted, physical construction, including items required to meet adopted levels of concurrency, must begin within the timeframe established in the conditional use permit, which may not exceed two years. Such timeframe shall begin the date the conditional use permit is signed and executed by the permittee. For purposes of this section, the term "physical construction" shall mean the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. <u>At a minimum, the footer inspection shall be completed and approved.</u>		
Additional Analysis		
Fiscal Impact Summary		
None.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ord 2025-006	Ord 2025-006 Time Commencing (12.19.2024).pdf	
2. Legal Ad	2025-006 Legal Ad.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2025-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 101, “GENERAL AND ADMINISTRATIVE PROVISIONS”, ARTICLE III “ORDERS AND PERMITS”, DIVISION 3 “CONDITIONAL USE PERMITS”, SECTION 101-216 “TIME LIMIT FOR COMMENCING CONSTRUCTION”, PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on January 7, 2025, and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont shall amend the Land Development Code, Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction”; and

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Clermont, that Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction” of the Clermont Code of Ordinances shall be amended to make changes, as set forth in the following amendments shown in Section 2.

SECTION 1: AUTHORITY

The City Council of the City of Clermont has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 163 and 166, Florida Statutes.

SECTION 2:

Chapter 101, “General and Administrative Provisions”, Article III “Orders and Permits”, Division 3 “Conditional Use Permits”, Section 101-216 “Time Limit for Commencing Construction” of the Land Development Code of the City of Clermont is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Sec. 101-216. Time limit for commencing construction.

When any conditional use permit is granted, physical construction, including items required to meet adopted levels of concurrency, must begin within the timeframe established in the conditional use permit, which may not exceed two years. Such timeframe shall begin the date the conditional use permit is signed and executed by the permittee. For purposes of this section, the term "physical construction" shall mean the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion. At a minimum, the footer inspection shall be completed and approved.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the 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 7: 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.



CITY OF CLERMONT
ORDINANCE NO. 2025-006

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January, 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

Approved as to form and legality:

Christian W. Waugh, Interim City Attorney

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/02/2025
Order Number:	10914581
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	64.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$103.12
Tax Amount	\$0.00
Service Fee 3.99%	\$4.11
Cash/Check/ACH Discount	-\$4.11
Payment Amount by Cash/Check/ACH	\$103.12
Payment Amount by Credit Card	\$107.23

Order Confirmation Amount	\$103.12
----------------------------------	-----------------

Ad Preview

LEGAL NOTICE

On Tuesday, January 28, 2025 at 6:30 PM the Clermont City Council will consider the proposed ordinance to allow for the amendment of the Land Development Regulations, Chapter 101, Section 101-216-Time Limit for Commencing Construction.

ORDINANCE NO. 2025-006
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTER 101, "GENERAL AND ADMINISTRATIVE PROVISIONS", ARTICLE III "ORDERS AND PERMITS", DIVISION 3 "CONDITIONAL USE PERMITS", SECTION 101-216 "TIME LIMIT FOR COMMENCING CONSTRUCTION", PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public hearings are held in the Clermont City Hall, Council Chambers, located at 685 West Montrose Street, Clermont, FL 34711.

This amendment is available for public inspection in the Development Services Department, Monday through Friday between the hours of 8:00 AM and 5:00 PM.

All interested parties will be given an opportunity to express their views on this matter.

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
January 13, 2025
10914581 1/13/25



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 14, 2025		
Agenda Item Name		
Ordinance No. 2025-007 <i>Intro BTR</i>		
Requested Action		
Staff Report		
Staff has received a request from Interim City Manager Van Wagner to repeal Business Tax Receipts (BTR's). The final hearing has been advertised for January 28, 2025.		
Additional Analysis		
Fiscal Impact Summary		
General Fund - FY 2025 Budgeted Revenue \$135,000		
General Fund - FY 2025 Budgeted Expenses (Personnel) \$100,000		
Program expenses are primarily an allocation of personnel costs from the staff in the Building Services department. If the program is repealed, expenses would be reallocated back to the Building Services Fund (110).		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	MEMO re Ordinance No. 2025-003 - Repealing BTR	MEMO re Ordinance No. 2025-003 - Repealing BTR.pdf
2.	Ord 2025-007 BTR (01.06.2025)	Ord 2025-007 BTR (01.06.2025).pdf
3.	2025-007 Legal Ad BTR	2025-007 Legal Ad BTR.docx
4.	2025-007 Legal Ad BTR_10924715	2025-007 Legal Ad BTR_10924715.pdf

WAUGH PLLC

ATTORNEYS AT LAW

PHONE: 321-800-6008
FAX: 844-206-0245
WAUGH.LEGAL

CHRISTIAN W. WAUGH[^]
AVERY L. DYEN
TIFFANY WOLF
REBA ABRAHAM PEARCE[~]
EMAIL: CWAUGH@WAUGH.LEGAL

[^]BOARD CERTIFIED IN REAL ESTATE LAW
[~]OF COUNSEL

January 4, 2025

City of Clermont City Council
Interim City Manager

RE: REPEAL OF BUSINESS TAX RECEIPTS

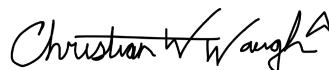
Dear City Council and City Manager:

I was informed on Friday, January 3, 2025 that the City Council would like to repeal the City's Business Tax. Drafting an ordinance to repeal it is simple and I am delivering an ordinance that would do that as the same time as I am delivering this memo. Should you decide to move forward with the repeal of the Business Tax, which many cities and counties have recently been doing across Florida, then there are two other things for you to consider.

First, many other provisions of the City Code reference business tax receipts. For example, Section 36-82 requires them separately for *megacycles*, Sections 8-65, 10-49, 32-143, 105-22 refer to them as potentially required for various businesses, operations, and permits. The list goes on. I believe that in the interest of keeping the Code consistent, you should direct my office to amend all related sections to remove mention of the business tax. Finally, on this part, I would only say that I am not concerned if you repeal the business tax requirement in its entirety without first amending all the related provisions. A requirement to pay a business tax that does not exist is not, legally, a requirement at all and this should not impede City business.

Second, if and when you would desire to bring a business tax back to the Clermont, you would be required to establish an equity study commission, and thereafter, based on the recommendations of said commission, enact new classifications and rate structures for businesses, professions, and occupations within the City per §205.0535, Fla. Stat. This would be a lot of work and cost to re-impose the tax.

I am always available should you have questions or concerns.



Christian W. Waugh
Interim City Attorney

Orlando office
201 E. Pine Street, Ste. 315
Orlando, FL 32801
(Primary Office)

Miami office
2828 Coral Way, Ste. 303
Miami, FL 33145
(By Appointment Only)

The Villages office
561 Fieldcrest Drive
The Villages, FL 32162
(By Appointment Only)

Dallas office
325 North St. Paul St Ste
3100, #1478
Dallas, TX 75201
(By Appointment Only)



CITY OF CLERMONT
ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, REPEALING IN ITS ENTIRETY SECTIONS 34-126 THROUGH 34-140 OF ARTICLE IV OF CHAPTER 34 OF THE CITY CODE REGARDING BUSINESS TAX RECEIPTS AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Clermont, Florida is a duly constituted Florida municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to the authority contained in §205.043, Fla. Stat., the City Council enacted and codified provisions in Chapter 34 of the City Code authorizing the levy of a business tax; and

WHEREAS, pursuant to §205.0535(5), Fla. Stat., the City Council may by ordinance repeal the business tax it originally promulgated; and

WHEREAS, the City Council has determined that it is appropriate to eliminate business taxes in the City and to repeal in its entirety Article IV of Chapter 34 of the City Code entitled “Local Business Tax.”

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont that:

SECTION 1: RECITALS

The whereas clauses are incorporated herein as true and correct and as the findings of the City Council.

SECTION 2: REPEAL

Sections 34-126 through 34-140 of Article IV of Chapter 34 of the City Code, entitled Local Business Tax, are hereby repealed in their entirety.

SECTION 3: CONFLICT

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.



CITY OF CLERMONT
ORDINANCE NO. 2025-007

SECTION 4: SEVERABILITY

If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of the remainder would clearly and without doubt contradict or frustrate the intent of the Ordinance as a whole.

SECTION 5: CODIFICATION

The text of Section 2 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6: ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR

Regardless of whether such inclusion in the Code as described in Section 5 is accomplished, sections of the 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 7: 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.



CITY OF CLERMONT
ORDINANCE NO. 2025-007

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th day of January 2025.

CITY OF CLERMONT

Tim Murry, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Christian W. Waugh, Interim City Attorney

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, January 28, 2025 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, REPEALING IN ITS ENTIRETY SECTIONS 34-126 THROUGH 34-140 OF ARTICLE IV OF CHAPTER 34 OF THE CITY CODE REGARDING BUSINESS TAX RECEIPTS AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may 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
January 13, 2025

Order Confirmation

Not an Invoice

Account Number:	526733
Customer Name:	City Of Clermont-Legals
Customer Address:	City of Clermont-Legals Po Box 120219 Clermont FL 34712-0219
Contact Name:	Andrea M. Clark
Contact Phone:	
Contact Email:	amclark@clermontfl.org
PO Number:	

Date:	01/07/2025
Order Number:	10924715
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	62.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
LEE Daily Commercial	1	01/13/2025 - 01/13/2025	Govt Public Notices
LEE dailycommercial.com	1	01/13/2025 - 01/13/2025	Govt Public Notices

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save!

Total Cash Order Confirmation Amount Due	\$97.96
Tax Amount	\$0.00
Service Fee 3.99%	\$3.91
Cash/Check/ACH Discount	-\$3.91
Payment Amount by Cash/Check/ACH	\$97.96
Payment Amount by Credit Card	\$101.87

Order Confirmation Amount	\$97.96
----------------------------------	----------------

Ad Preview

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider the enactment of the following proposed ordinance at a public hearing on Tuesday, January 28, 2025 at 6:30 PM for the final reading and ordinance adoption.

ORDINANCE NO. 2025-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA, REPEALING IN ITS ENTIRETY SECTIONS 34-126 THROUGH 34-140 OF ARTICLE IV OF CHAPTER 34 OF THE CITY CODE REGARDING BUSINESS TAX RECEIPTS AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION, THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERROR, PUBLICATION AND AN EFFECTIVE DATE.

All public meetings will be held in the Clermont City Hall, Council Chambers, located at 685 W. Montrose Street, Clermont, FL 34711.

This Ordinance is available for public inspection in the City Clerk's Office, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that under State law, if you should decide to appeal a decision made with respect to this matter, you may 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
January 13, 2025
10924715 1/13/2025