

CITY OF CASSELBERRY CITY COMMISSION MEETING

Monday, July 24, 2023
5:30 PM

City Commission Chambers
1st Floor, Casselberry City Hall
95 Triplet Lake Drive, Casselberry, Florida

TO THE PUBLIC: Persons are advised that, if they decide to appeal any decision made at these meetings/hearings, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105, Florida Statutes. Persons with disabilities needing assistance to participate in any of these proceedings should contact the A.D.A. Coordinator, 48 hours in advance of the meeting at (407) 262-7700, ext. 1150.

Any invocation that may be offered before the official start of the City Commission meeting is the voluntary offering of a private citizen to and for the Commission pursuant to Resolution 15-2808. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief of the City Commission or the City of Casselberry. No person in attendance at this meeting is or shall be required to participate in any invocation, and the decision whether or not to participate will have no impact on his or her right to actively participate in the meeting.

This is a public meeting, and the public is invited to attend. The agenda is subject to change. Please be advised that one (1) or more members of any of the City's Advisory Boards may be in attendance and may participate in the discussions at the meeting.

Persons can obtain an electronic copy of the agenda packet for this meeting by making a public records request to the City Clerk's Office by calling (407) 262-7700, Ext. 1133 or emailing cityclerk@casselberry.org.

AMENDED AGENDA

1. **MEETING CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **MINUTES**

A. **Minutes of March 7, 2023 - Pre-Budget Planning Workshop**

6. **PRESENTATIONS/ COMMENDATIONS - None**

7. **CONSENT AGENDA**

The action proposed to be taken is stated for each item on the Consent Agenda. Unless one item is removed from the Consent Agenda by a City Commission member, no discussion on individual items will occur and a single motion will approve all items.

- A. **Approval of Legal Services Invoices**

- Garganese, Weiss, D'Agresta & Salzman, P.A., Invoice No. 97880 - \$40,269.61
- Fisher Phillips LLP, Invoice No. 1827039 - \$59.00
- Bryant Miller Olive, Invoice No. 81234 - \$13,410.28

- B. **Resolution 23-3357 - Street Lighting Assessment Preliminary Rate**

Approval of Resolution 23-3357 as the Preliminary Rate Resolution for the implementation of the Street Lighting Assessment for Fiscal Year (FY) 2023-24 is requested.

- C. **Resolution 23-3358 - Annual Rate Resolution for Sausalito Assessment Area**

Approval of Resolution 23-3358 as the Annual Rate Resolution for the Fiscal Year 2023-2024 assessment roll for the Special Assessment for the Sausalito Assessment Area, associated with the replacement Sausalito Shores subdivision wall, is requested.

D. Resolution 23-3359 - Utility Easement Agreement with FLTR LLC for Parcel ID: 34-21-30-519-0000-0360 (2409 Antilles Drive)

Approval of Resolution 23-3359 authorizing a Utility Easement Agreement with FLTR LLC for utilities located on the property of 2409 Antilles Drive is requested.

E. Resolution 23-3360 - Utility Easement Agreement with 1082 CF LLC for Parcel ID: 21-21-30-530-0000-0050 (1082 SR 436)

Approval of Resolution 23-3360 authorizing a Utility Easement Agreement with 1082 CF LLC for utilities located on the property of 1082 SR 836 is requested.

F. Resolution 23-3361 - Declaration of Surplus Real Property Located on Iris Road, Parcel #16-21-30-5BS-0000-1360

Approval of Resolution 23-3361 declaring surplus real property located on Iris Road, Parcel #16-21-30-5BS-0000-1360 and approval to sell is requested.

G. Resolution 23-3362 - School Resource Officer Agreement with the School Board of Seminole County for the 2023-2024 School Year

Approval of Resolution 23-3362 authorizing execution of an agreement with the School Board of Seminole County to share the cost and provide \$58,018.24 for a School Resource Officer (SRO) at South Seminole Middle School for the 2023 - 2024 school year is requested.

H. Budget Amendment #23-069 for Construction of Lake Kathryn Circle Complete Street Improvements Project

Approval of Budget Amendment #23-069 to provide \$10,000 in additional funding for construction of the Lake Kathryn Circle Complete Street Improvements project is requested.

I. Amendment No. 1 to the Agreement with Ferguson Waterworks for Plumbing Supplies

Approval of Amendment No. 1 to the agreement with Ferguson Waterworks by piggybacking Florida Municipal Power Agency Bid #ITB-2019-021 for plumbing supplies on an as-needed basis for an amount that shall not exceed \$220,000 annually is requested.

J. Award of RFP-2022-0917 and Execution of Agreements with Jones Lang LaSalle Americas, Inc. and Yellow Door Realty, LLC for Real Estate Brokerage and Consulting Services

Approval to award RFP-2022-0917 and execute agreements with Jones Lang LaSalle Americas, Inc. and Yellow Door Realty, LLC for Real Estate Brokerage and Consulting Services is requested.

K. Change Order No. 1 to Task Authorization #9 with SK Consortium, Inc. for Professional Design Services for "Wheel Park" - Phase 1

Approval of Change Order No. 1 to Task Authorization #9 with SK Consortium, Inc. in the amount not to exceed an additional \$64,094.50 to provide additional professional services for project PW 2001 "Wheel Park" - Phase 1 is requested.

L. Change Order No. 1 to Task Authorization #10 with SK Consortium, Inc. for Professional Design Services for "Wheel Park" - Phase 2

Approval of Change Order No. 1 to Task Authorization #10 with SK Consortium, Inc. in the amount not to exceed an additional \$122,331 to provide additional professional services for project PW 2102 "Wheel Park" - Phase 2 is requested.

M. Piggyback Agreement with Bekins Commercial Installations, Inc. for Moving Services, As Needed, for Relocation of the Police Department

Approval to piggyback Lake County Contract, Bid: 21-0715, with Bekins Commercial Installations, Inc. to provide moving services, as needed, for the relocation of the Police Department into its new headquarters building in the amount not to exceed \$17,995 is requested.

N. Award of Bid for RFP-2023-0984 for Property and Casualty Insurance Services to Florida Municipal Insurance Trust

Award of Bid for RFP-2023-0984 for property and casualty insurance services to Florida Municipal Insurance Trust (FMIT) is requested.

O. **Award of Bid for RFP-2023-1027 and Agreement with Alternative Power Solutions, Inc. for Generator Maintenance and Repair Services**

Consideration to award a Primary Services Agreement for Generator Maintenance and Repair for Services to Alternative Power Solutions, Inc. in an amount not to exceed \$50,000 annually, for the period August 13, 2023 through August 12, 2026, is requested.

P. **Award of Bid for RFP-2023-1027 and Agreement with Accurate Power & Technology, Inc. for Generator Maintenance and Repair Services**

Consideration to award a Primary Services Agreement for Generator Maintenance and Repair for Services to Accurate Power & Technology, Inc. in an amount not to exceed \$50,000 annually, for the period August 13, 2023 through August 12, 2026, is requested.

Q. **Employee Health Insurance Renewal for Fiscal Year 2023-2024**

Approval to renew City employees' health insurance coverage from United Healthcare for Fiscal Year 2023-24 is requested.

R. **Excuse Absence of Commissioner Chad Albritton**

8. DISCUSSION ITEMS

A. **Future Agenda Items**

9. RESOLUTIONS - None

10. FIRST READING OF ORDINANCES

A. **First Reading of Ordinance 23-1585 - Voluntary Annexation of Parcel 26-20-30-5AR-0D00-055B (ANX 23-01)**

Approval of Ordinance 23-1585 providing for the voluntary annexation of one (1) property described with Parcel Identification Number 26-20-30-5AR-0D00-055B is requested.

11. PUBLIC HEARINGS

The purpose of a Public Hearing is to receive input regarding the item being considered. Public Hearings are not intended to be a time for the public to obtain information about the subject matter of the hearing. (Hearing Sequence: 1st - Staff; 2nd - Applicant/Requesting Party; 3rd - Public; 4th - opportunity for brief rebuttals, if appropriate; Final - City Commission motion, discussion and action.)

A. **Public Hearing: Second Reading of Ordinance 23-1584 - Amending City Code of Ordinances Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan**

Adoption of Ordinance 23-1584 amending Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan Sections 62-2001, 62-2004, 62-2016, 62-2026 and 62-2027 of the City Code of Ordinances on second and final reading is requested.

B. **Public Hearing: Second Reading of Ordinance 23-1583 - Amending Section 3-13.7, Development Landscape and Buffer Requirements, of the City's Unified Land Development Regulations (LPA 23-01)**

Adoption of Ordinance 23-1583 amending Section 3-13.7, Development Landscape and Buffer Requirements, of the City's Unified Land Development Regulations, on second and final reading is requested.

12. OTHER ITEMS

A. **Site Plan Approval for Development of Community Impact - BJ's Wholesale Club at Casselberry Exchange (SPR 23-08)**

Site Plan Approval Request for a Development of Community Impact for the BJs Wholesale Club at Casselberry Exchange located at 5803 S. U.S. Hwy. 17-92 (SPR 23-08)

B. Tentative Tax Rate and Voted Debt Millage Rate for Fiscal Year 2023/2024

Consideration to set the tentative millage rate at 2.9000 mills and the voted debt millage rate at 0.7181 mills for Fiscal Year 2022/2023 (FY 2023) is requested.

C. Board Appointments - Planning and Zoning Commission and Charter Review Advisory Committee

13. CITIZENS' COMMENTS

Persons who wish to make comment or make inquiry on any matter NOT ON THIS AGENDA may do so at this time. Please raise your hand and when recognized by the Mayor, come forward to the microphone, give your name and address and speak briefly on the matter. All comments must be directed to the Mayor or City Commission as a whole, not an individual City Commissioner, a City staff member or another member of the audience. Citizens may be heard during PUBLIC HEARINGS or at any time any agenda item is before the City Commission for consideration by following the same procedure described above.

14. CITY MANAGER'S REPORT

A. Procurement Information Report for the Period June 1, 2023 through June 30, 2023

The June 2023 Procurement Information Report is provided for review.

15. CITY ATTORNEY'S REPORT

16. CITY CLERK'S REPORT

17. CITY COMMISSIONER'S REPORTS/COMMENTS

18. ADJOURNMENT

Date

Donna G. Gardner, CMC
City Clerk



CITY MANAGER M E M O R A N D U M

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Minutes of March 7, 2023 - Pre-Budget Planning Workshop

Introduction: The City Clerk is presenting the minutes of the March 7, 2023 Pre-Budget Planning Workshop for approval.

CITY OF CASSELBERRY

CITY COMMISSION

The City Commission of the City of Casselberry held a Pre-Budget Planning Workshop on Tuesday, March 7, 2023 at 9:30 a.m., Casselberry Police Department Multi-Purpose Room, 4195 South U.S. Highway 17-92, Casselberry, Florida.

ELECTED OFFICIALS PRESENT:

Dave Henson, Mayor/Commissioner - Seat No. 5
Mark Busch, Vice Mayor/Commissioner – Seat 3
Anthony Aramendia, Commissioner – Seat No. 1
Chad Albritton, Commissioner - Seat No. 4

ELECTED OFFICIALS ABSENT:

Andrew Meadows, Commissioner – Seat No. 2

STAFF MEMBERS PRESENT:

Randy Newlon, City Manager
Donna G. Gardner, City Clerk
Leonard Barden, Public Works Divisions Director
Derrick Becton, Deputy Police Chief
Kelly Brock, Public Works & Utilities Director
Andy Brooks, Administrative Services Director
Jane Dai, City Engineer
Ed DeJesus, Information Technology Manager
Kenna Henry, Public Works & Utilities Business Analyst
C.J. Kaawach, Senior Budget Accountant
Randy Lamb, Building Official
Tara Lamoureux, Utilities Divisions Director
Linda Moore, Recreation Manager
Gladymir Ortega, Finance Director
Chris Schmidt, Community Development Director

1. CALL TO ORDER

Mayor Henson called the Pre-Budget Planning Workshop of the Casselberry City Commission to order at 9:31 a.m.

2. PLEDGE OF ALLEGIANCE

Mayor Henson led the Pledge of Allegiance.

3. ROLL CALL

The City Clerk called the roll of Elected Officials. All were present with the exception of Commissioner Andrew Meadows who was unable to attend due to being out of town. Since this meeting was a workshop and not a Regular City Commission meeting, an Excuse of Absence was not necessary for Commissioner Meadows.

4. DISCUSSION ITEMS

A. Financial Status and General Fund Forecast

Presentation: City Manager Randy Newlon gave a presentation documenting the City's current financial status and General Fund 10-year forecast which included the following components:

- Analysis of Major Fund Balances
- General Fund Analysis and Projections
 - o Assumptions for Projections
 - o Projected Millage Rates (2023-2032)
 - o Projected Ad Valorem Tax Levy
 - o General Fund Forecast FY2023-FY2027
 - o General Fund Forecast FY2028-FY2032
 - o General Fund Forecast FY 2023-FY2032
 - General Fund Unrestricted and Reserve FY 2023-2032
 - o Questions?

Discussion: Discussion ensued which included: FEMA (Federal Emergency Management Agency) funds; potential for LOGT (Local Option Gas Tax) Fund monies to diminish annually; impact fee revenues; sales tax revenues and potential effects of sunset of penny sales tax; debt service; interest rate of 1.85% for loan for advance on sales tax revenues for investment in infrastructure, loan to be paid off in 2025; projected road projects to be funded at least partially through the penny sales tax revenues; importance of supporting reauthorization of the penny sales tax for the next generation; use of ARPA (American Rescue Plan Act) funds under the City Commission approved ARPA Plan; how depreciation of assets is accounted for in projections; residential solid waste fees; and concerns regarding accuracy of Census population data.

B. Parks Bond Project Funding

Presentation: Public Works & Utilities Director Kelly Brock gave a presentation of Parks Bond project funding which included the following components:

- Parks Bond Projects Update
 - o Background
 - o Secret Lake Park
 - o Lake Concord Park Art House Expansion

- Wirz Park
- “Wheel Park”
- Dew Drop Park
- Sunnyside Park
- Financial Analysis: Cost Projections
- Financial Analysis: Funding Projections
- Commission Discussion

Discussion: Discussion ensued which included: the need to spend Parks Bond funds by 2025; ADA (Americans with Disabilities Act) compliance; concerns about the quality of some of the materials used for improvements at Secret Lake Park, whether there was any warranty on the project and materials used, and the lack of benches in the park; the need for redesign of some elements at Wirz Park due to a Duke Energy transmission power easement along the southern border of the main park; potential target construction start and completion dates for the projects; feasibility of construction of both phases of “Wheel Park” at the same time to take advantage of certain efficiencies; cost estimates for projects; confirmed grant funding and potential grant funding; cost overruns on the parks projects; suspension of funding for Sunnyside Park and potential for the need to re-prioritize projects and/or eliminate elements on projects to address funding deficiencies; deadlines for grant funding; differences between FRDAP (Florida Recreation Development Assistance Grants) which are state grants, and LWCF (Land and Water Conservation Fund) grants which are federal, and the deadlines and criteria for both types of grants; projected cost overruns for each park project; use of CRA (Community Redevelopment Agency) contributions towards parks project funding; potential use of owner direct purchase and bid alternates as cost saving measures for the parks projects; and the need to address the parks projects funding deficits at a future City Commission meeting.

C. Redevelopment Opportunities for Old Police Station Site

Presentation: Community Development Director Chris Schmidt gave a presentation on redevelopment opportunities for the old Police Station site which included the following components:

- Background
- Current Site Layout
- Current Site Layout (without park portion)

Commissioner Aramendia left the meeting room at 10:55 a.m.

Commissioner Aramendia returned to the meeting room at 10:56 a.m.

- Zoning Planned Mixed Use – Mid Rise (PMX-MID)
- Single Story Restaurant
- Midrise Apartment
- Commission Discussion

Discussion: Discussion ensued which included: the fact that the site falls within both the Community Redevelopment District and the Concord Park Overlay which would allow for only certain types of development – no drive-throughs, fast food, etc.; high traffic volume along US Highway 17-92 fronting the site; high commercial value of the property due to its location; condition of current building on the site

and the fact that issues with the building would not make it feasible to repurpose for City use; responsibility for demolition of the building; potential stormwater issues with redevelopment of the site; feasibility of keeping the impervious areas intact and only demolishing the building itself; redevelopment of adjacent parcel; retention of a portion of the site for park purposes; potential uses of the site and the need for additional retention area; ability of the City Commission to refuse offers if a proposed product does not meet the City's vision for the site; potential for CRA funding of demolition; whether staff had obtained any comparisons with similar parcels in high traffic areas; no hurry to redevelop, as value will increase as other parcels in the area are built up; cost prohibitions for a permanent bandshell or covered walkways for the park; potential state changes relating to stormwater rules and permitting issues that could arise from a drainage perspective; potential need for additional retention when redeveloping the site; potential for entering into a developer's agreement when the property is sold; and the fact that there are already guidelines in place as to what can be developed on the site due to the zoning, future land use designation and the site being located in both the Community Redevelopment District and the Concord Park Overlay District.

The City Commission agreed by consensus that the existing building should be demolished, with the impervious area being retained rather than removed, and when feasible, the site should be marketed for sale for commercial purposes which meet the zoning, future land use, Community Redevelopment District and Concord Park Overlay District requirements for the site.

The meeting was recessed at 11:12 a.m. The meeting was reconvened at 12:06 p.m.

D. Department Initiatives and Unfunded Concerns

Department Initiatives

Presentation: The following staff members gave presentations detailing recent accomplishments and future planning incentives for their departments and/or divisions as follows:

Administrative Services Department – Administrative Services Director Andy Brooks (with input from Information Systems Manager Ed DeJesus)

- Human Resources
 - o Complete classification and compensation study
 - o Enhance the City wellness program
 - o Enhance employee benefits
 - o Continue to enhance City-specific training
- Risk Management
 - o Complete the Risk Management Manual
 - o Implement checklists
 - o Conduct related drills and exercises
- Information Technology
 - o Accessibility
 - Implement a Wi-Fi network available to the public at all City-owned parks
 - Review and improve online citizen services
 - o Security

- Expansion of video surveillance system
 - 24/7 remote managed security service
 - External and internal penetration testing
 - Improved internal monitoring tools
 - De-centralization of data center
- Procurement & Contract Management
 - Finalize the Procurement Procedures Manual including incorporation of the Procurement Card (P-Card) Policy and Manual
 - Apply for the Florida Association of Public Procurement Officials, Inc. Award of Excellence in Public Procurement
- Unfunded Initiatives
 - Human Resources
 - Implementation of findings from the Classification and Compensation Study
 - Ongoing ADA (Americans with Disabilities Act) improvements to City-owned properties, including electronic and physical elements
 - Information Technology
 - Enterprise Resource Planning System (ERP)

Discussion: Discussion ensued which included: explanation of how a smart scale works as related to the City's wellness program, and what security measures would be in place for protection of employees' personal information obtained by the smart scale; feasibility of considering employee housing benefits; and the potential cost of implementing a new Enterprise Resource Planning System, and challenges that will be faced in migration of data to a new system.

Public Works & Utilities Department – Utilities – Utility Divisions Director Tara Lamoureux

- Utilities Planning
 - Utilities Master Planning
 - Consumptive Use Permit (CUP) Renewal
 - Corrosion Control Study
 - Implementation of updated Lead & Copper Rule
 - Asset management & new work order system
 - Valve/hydrant maintenance program
 - Cross connection control program evaluation
 - Septic to sewer cost share program
 - Oil and grease incentive program
 - Water Reclamation Facility sand filter replacement feasibility study
- Capital Projects FY 2023-FY2025 – Utilities
 - Capital FY 2023 – Water Treatment & Water Reclamation
 - Capital FY 2023 – Potable Distribution System
 - Capital FY 2023 – Water Collection & Transmission System
 - Capital FY 2024 – Water Treatment & Water Reclamation
 - Capital FY 2024 – Potable Water Main Replacement
 - Capital FY 2024 – Water Collection & Transmission System
 - Capital FY 2025 – Water Treatment & Water Reclamation
 - Capital FY 2025 – Potable Water Main Replacement
 - Capital FY 2025 – Wastewater Collection & Transmission System

- Capital FY 2024 4th Generation Sales Tax
- Unfunded Needs – Utilities
 - Painting & lighting of Melody Water Tower
 - Excavation equipment
 - Replacement of service lines with lead present
 - Elimination of septic tanks through various gravity sewer extensions

Discussion: Discussion ensued which included new branding for Casselberry Utilities; the fact that the City's utility system extends well past the City's limits and is actually approximately double the size of the City; community outreach events regarding utility services; customer portal services and implementation target date; challenges with Consumptive Use Permit (CUP) renewal and alternative water source designation; effect of depth of wells on water quality and treatment; deadline for completion of service line inventory online map (both City side and customer side) required by the new EPA (Environmental Protection Agency) Lead and Copper Rule and due by October 2024, and City's approach to meeting those requirements; development of a priority list for septic to sewer cost share program if feasible to implement such a program, which would be offered to utility customers both inside and outside city limits, and associated nutrient credits the City would receive as a result of switching out from septic to sewer; Seminole County sidewalk replacement project along Oxford Road from English Estates Elementary to Derbyshire; concerns regarding Seminole County's requirement for the removal of asbestos pipe on the City's water main replacement project, rather than utilizing pipe bursting or leaving the pipe in and caulking it, and the excessive cost of removal and disposal of the asbestos pipe; efforts to coordinate with the Seminole County Board of County Commissioners regarding options for addressing asbestos pipe in the areas that are on the City's utility system, but are outside City limits; coordination of English Estates water main replacement projects with Seminole County's sidewalk improvement projects and related interlocal agreement, and timelines for those projects; and the need for and benefits of SCADA (Supervisory Control and Data Acquisition) system replacement.

Public Works & Utilities Department – Parks & Recreation: Arts & Cultural Events: Recreation Manager Linda Moore

- Events
 - Healthy Community Events
 - Healthy Community Programs
 - Healthy Community Initiatives for Seniors
 - Arts & Cultural Events
 - Arts & Cultural Public Art Initiatives
 - Arts & Culture Programming Initiatives
 - New Gallery/Art House Expansion Initiatives
 - Arts & Sculpture House Initiatives
 - Arts & Culture Events Initiatives
- Unfunded Needs – Recreation
 - Full color digital signage at Rotary Park, Secret Lake Park, and Veterans Park for community information
 - Outdoor deck for Sculpture House
 - Projector for new gallery space
 - Pendant lighting in the Hero Tree located behind the new gallery space

Discussion: Discussion ensued which included: wrapping of connectivity between the Public Works Administration parking lot to the Sculpture House and the Art House into the road rehabilitation project; need for digital signage and updates to City Code to allow for that; and potential for funding partners to assist with funding of the Hero Tree pendant lighting and the Sculpture House decking.

Public Works Department – Public Works – Public Works Divisions Director Lenny Barden

- Capital – FY 2023 – Parks
- Initiatives – Mobility
- Capital FY 2023 – Mobility
- Capital FY 2024 & FY 2025 – Mobility
- Initiatives – Stormwater
- Capital FY 2023 – Stormwater
- Capital FY 2024 & FY 2025 – Stormwater
- Capital – Facilities
- FY 2023 – 2025 Capital Equipment & Miscellaneous Public Works Divisions
- Unfunded Needs
 - o Parks
 - Brightwater
 - Sunnyside Park Improvements
 - Golf Club
 - Electrical improvements along promenade at Lake Concord Park
 - Dog Park improvements
 - o Mobility
 - Various traffic calming
 - Various bike/ped improvements
 - SR 436-US 17-92 to Wilshire Drive improvements
 - Winter Park Drive Complete Street
 - Sunshadow sidewalk repair
 - Lamplite Way safety & access improvements
 - o Stormwater & Lakes Management
 - Howell Creek
 - Carriage Hill Outfall Rehabilitation
 - Sausalito Condo Trunk Line Rehabilitation
 - Gee Creek Cell Clearing
 - Conservation Area Trail Extension
 - Various stormwater/flood studies and improvements
 - Park Drive Drainage/wetland improvements
 - GIS and technology enhancement
 - Boat launch improvements for Grassy Lake
 - Additional erosion control, nitrogen removal, and miscellaneous stormwater projects
 - 7th St Drainage Improvements (Study)
 - Multi-Weir Flood Control (Study)
- Stormwater and Lakes Management Master Plan
 - o Facilities
 - Facilities Master Plan
 - City Hall chiller replacement
 - Renovate Public Works & Utilities Administration and City Hall bathrooms

- Golf Course clubhouse replacement
 - Replacement Generator(s) Public Works & Utilities Administration and City Hall
- Operational/Maintenance Changes
 - Capital Equipment
 - Stormwater
 - CCTV Truck
 - Flail Mower x 2
 - John Boat
 - Streetsweeper
 - John Deere Tractor
- Local Capital Projects (FY 2022-2024)
 - Streets
 - Flatbed dumpster
- Local Capital Projects (FY 2022-2024)
 - Fleet
 - Portable lifts for large vehicles
- Local Capital Projects (FY 2022-2024)
 - Recreation
 - Pickup truck

Discussion: Discussion ensued which included: status of parks projects, delays, and tentative construction start and completion dates; design issues with Wirz Park project due to Duke Energy requirements; desire to construct both Phases of Wheel Park simultaneously, if possible and feasible; issues with Dew Drop Park project due to City buffer requirements; delays in Lake Hodge tennis court reconstruction and golf course netting repairs; various ADA (Americans with Disabilities Act) improvements, sidewalk repairs and landscaping improvements throughout all the parks; Southcot Drive items scheduled for the March 27th agenda relating to the LAP (Local Agency Program) Agreement, shortfall with federal funding, contingency and locally funded agreement, for the purpose of getting assistance with federal funding through LAP agreement programs to assist with construction and CEI (construction, engineering and inspection) on that project; issues related to efforts to obtain the easement from Home Depot for the connection to Sunset Drive and federal funding that is available to complete that connectivity project; Winter Park Drive Complete Streets Study presented to MetroPlan advisory committees; potential funding options for some of the proposed projects; safety, sidewalk, and stormwater improvements; equipment needs; boat ramp projects; potential for NRCS (Natural Resources Conservation Service) funding for Howell Creek and other erosion control projects; Lake Jesup Basin Management Plan and nitrogen and phosphorus removal studies; water quality sampling; concerns about drainage and accessibility at 7th Street and the Public Works Complex during storm events due to what occurred as a result of Hurricane Ian; streetlight needs and assessment studies; and structural analysis of Brightwater; proposed improvements to the Promenade at Lake Concord Park including electrical improvements and possible additional signage; need for a pedestrian connection at Lemon Lane; needed safety and access improvements at Lamplite Way; possible solutions for Legacy Park main entrance issues related to damage from tree roots; potential NRCS (Natural Resources Conservation Service) funding for stormwater and outfall improvements at Howell Creek; and potential funding for various stormwater and flood studies. Mr. Newlon advised the City Commission he would most likely request the City Commission to go into fund balance reserves to cover repairs to the roof at Brightwater in order

to preserve the structure for whatever future use is planned.

City Clerk – City Clerk Donna Gardner

- Initiatives – Records
 - o Records Coordinator Position
 - o Large format scanner
 - o Additional Records Center shelving
 - o Continued training for staff
 - o Records centralization transition
 - o Public records request software solution
 - o Automated lien search request solution
 - o Minute book replacement – City Commission and Boards
- Initiatives – Accessibility/Outreach
 - o New resident welcome packets
 - o New business welcome packets
 - o Refresh of City’s website
 - o Website ADA (Americans with Disabilities Act) compliance
- Unfunded Initiatives
 - o Permanent Records Center
 - o City Commission Chambers refurbishment
 - o Portable audio recording system replacement
 - o Modular furniture for use in Chambers to allow for training
 - o Additional public outreach material – digital and printed media
 - o Lobby information kiosk
 - o Seeking two additional positions
 - Records Specialist
 - Board Coordinator
 - o City Mobile app

Discussion: Discussion ensued which included: potential addition of positions to assist with media and website remediation for ADA (Americans with Disabilities Act) compliance and ongoing maintenance; rental cost for current off-site records facility at Sunnyside Rd.; ongoing efforts towards centralizing records; ADA compliance issues in the City Commission Chambers, including age of current furnishings and workspace accessibility issues; need for training space when the Police Department relocates and the current building is demolished; benefits of implementing a City Mobile App; need to potentially update City Code to provide for expansion of digital signage at City Hall; and efforts to provide expanded customer service through update of the City’s website, mobile app, digital signage and integrated systems with better City-wide accessibility.

Community Development – Community Development Director Christopher Schmidt

- o Planning
- o Developments underway or completed
- o Initiatives – Planning

- Economic Development
- Economic Development activity being followed
- Approved Site Plans
- Initiatives – Economic Development
- Community Redevelopment Agency (CRA)
- Building Safety
- Initiative – Building Safety
- Code Compliance
- Initiatives – Code Compliance

Discussion: Discussion ensued which included: an explanation of the Evaluation Appraisal Report (EAR) which is required every seven (7) years by the Department of Economic Opportunity for cities to review and update, if necessary, their Comprehensive Plans; efforts to implement online services, including permit and business tax receipt applications; potential for annexations; outreach efforts for potential development and redevelopment; coordination of records management efforts with the City Clerk's Office; current average monthly code enforcement cases and how those are being resolved; potential for implementation of a property maintenance ordinance to address property maintenance issues that are not currently addressed by the Code; and continuation of Code Enforcement coordinated sweeps, Neighbor to Neighbor Program and City Abatement Program to assist with code enforcement and life safety issues.

Mr. Newlon advised that Chief Krantz had experienced a loss in his family so Deputy Chief Becton would make the presentation on behalf of the Police Department. He expressed his and the City's condolences to Chief Krantz and his family for their loss.

Police Department – Deputy Police Chief Derrick Becton

- New Police Headquarters
- Initiatives
- Equipment

Discussion: Discussion ensued which included: delays in completion of the new Police Headquarters due to some a/c and generator issues; ongoing collaboration with Bike Walk Central Florida and other community partners; participation in a new Seminole County training program called VERT (Victim Extraction Rescue Tactics); crime reduction strategies, including purchase of Flock license plate readers to better identify vehicles that have been involved in a crime; continuing participation in community events and purchase of updated safety equipment for officers; need for fleet vehicle replacement; competitive wages and benefits for officers and recruiting efforts; and paperwork reduction and records management efforts, including timely destruction of records having met retention. Mr. Newlon added that the City at large needs fleet vehicle replacements and for much of that the City relies on capital leases. However, there has been an issue with suppliers that the City has been experiencing, so there may be cases where replacements that are included with the upcoming budget to be adopted have missed the order window, so some of those vehicles may need to be pulled into the current year's budget to be able to get them ordered, and he may have to request that of the City Commission and wanted the Commissioners to be aware of that situation.

E. Open Discussion

Discussion: Discussion ensued which included potential for voluntary annexation and redevelopment of properties along the US Highway 17-92 corridor between the City of Casselberry and the City of Maitland and incentives which could be potentially offered for annexation; available infrastructure for increasing the City's boundaries; recent changes to the City's Code to allow for more density that would encourage redevelopment and possibly be incentive for annexation into the City; lack of maintenance in those areas by Seminole County in recent years and the feeling that the County would not oppose annexation along that corridor; potential effects of the sunseting of the Community Redevelopment Agency (CRA); current staff outreach to properties outside City limits but contiguous to City limits relating to potential for annexation; and the potential for growing the City's tax base which would in turn make services more affordable for its citizens without having to raise taxes.

Mr. Newlon and each of the City Commissioners expressed appreciation to staff for their ongoing hard work on a daily basis to keep the City moving forward, and to those who had worked to compile the presentations given today, and those who had actually made the presentations to the City Commission. Mr. Newlon also thanked the City Commission for their continued support of him and all City staff.

Public Works & Utilities Director Kelly Brock announced that he had just received news that the City was expected to receive \$360,000 in NRCS (Natural Resources Conservation Services) funding for Howell Creek and Carriage Hill, and the City Commission would be seeing that item brought up on a future agenda.

5. CITIZENS' COMMENTS

Mayor Henson announced that persons wishing to make comment or make inquiry on any matter not on the agenda, may request to be recognized during Citizens' Comments. Mayor Henson announced the rules of decorum. The following individual came forward:

1. Bill Hufford, 527 Queens Mirror Circle, expressed appreciation to the City Commission and City staff for the detail which had been given in the presentations which he felt, as a citizen, was beneficial in understanding the process and where the City was proposing going with the upcoming budget.

No one else came forward.

6. ADJOURNMENT

Mayor Henson adjourned the Pre-Budget Planning Workshop at 4:45 p.m.

DATE MINUTES APPROVED BY CITY COMMISSION: _____

ATTEST:

Donna G. Gardner, CMC
City Clerk



CITY MANAGER M E M O R A N D U M

7.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Approval of Legal Services Invoices

Introduction: Consideration for approval of the legal services invoices from the City Attorney and the City Labor Attorney is requested.

Background: Pursuant to Resolution 16-2815, invoice information for attorney fees and legal services must be submitted to the City Commission for approval prior to payment.

Discussion: The following invoices have been reviewed by the affected departments and are being presented for approval:

Garganese, Weiss, D'Agresta & Salzman, P.A.

- City Attorney Services - June 2023 - Invoice No. 97880 - \$40,269.61

Fisher Phillips LLP

- City Labor Attorney Services - June 2023 - Invoice No. 1827039 - \$59.00

Bryant Miller Olive

- Streetlight Assessment Legal Services - June 2023 - Invoice No. 81234 - \$13,410.28

Budget Impact: Funds for the City Attorney's invoice are available in FY 2023 Budget Account No. 001-0140-514-31.01. Funds for the City Labor Attorney's invoice are available in FY 2023 Budget Account No. 001-0140-514-31.02. Funds for the Streetlighting Assessment legal services invoice are available in FY 2023 Budget Account No. 001-0710-539-31.00.

Recommendation: The City Manager and staff recommend approval of the legal services invoices as submitted.

Prepared by: Donna Gardner, City Clerk

Attachments:

1. Invoice No. 97880
2. Invoice No. 1827039
3. Invoice No. 81234

Garganese, Weiss, D'Agresta & Salzman, P.A.

ATTORNEYS AT LAW

Post Office Box 2873
Orlando, FL 32802-2873
(407) 425-9566
(407) 425-9596 FAX
e-mail: firm@orlandolaw.net
Website: www.orlandolaw.net

July 5, 2023
File #: 718-001
Inv #: 97880
FIN: 59-3372519

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Attention: Randy Newlon, City Manager

RE: General

-
-

DATE	DESCRIPTION	HOURS	AMOUNT	LAWYER
MATTER:	718-001			
RE:	General			
Jun-01-23	329 Seminola. Telephone conference with Buyer; revise warranty deed; exchange emails with K. Brock.	1.20	240.00	CDR
	Sales Tax Audit. Continued research; email to City Manager.	0.80	160.00	CDR
	EEOC. Exchange emails with C. Olson.	0.30	60.00	CDR
	Legislative Update. Prepare for update.	0.30	60.00	CDR
	Casselberry Marketplace. Exchange emails with J. Charres.	0.60	120.00	CDR
	329 Seminola. Prepare draft changes to Special Warranty Deed; prepare draft email to City Manager and K. Brock regarding same.	0.20	18.00	NH
Jun-02-23	Garage Sales. Revise ordinance; exchange emails with City Clerk.	0.60	120.00	CDR
	Bingo. Telephone conference and email with D. Shields.	0.30	60.00	CDR

	Fire Station. Telephone conference with D. Shields.	0.30	60.00	CDR
Jun-03-23	329 Seminola. Email to Baldwin Title with revised warranty deed.	0.40	80.00	CDR
Jun-04-23	Fire Station. Email Chief regarding condition of vacant lot.	0.30	60.00	CDR
	Bingo. Email to C. Schmidt regarding County issue.	0.50	100.00	CDR
Jun-05-23	Fire Station. Exchange emails with Chief and C. Schmidt; email to D. Shields.	0.60	120.00	CDR
	Agenda. Receipt and review of agenda.	0.30	60.00	CDR
	Affordable Housing. Exchange emails with C. Schmidt regarding necessary actions to comply with new law.	0.80	160.00	CDR
	Review draft Commission agenda; review P & Z staff memo regarding ordinance-buffers.	0.40	80.00	DSB
	Exchange communications with city clerk regarding training of new planning and zoning commission member.	0.10	20.00	JBN
	Review communications from planning zoning commission clerk regarding upcoming hearing date, new member training, and related matters. Exchange related communications.	0.10	20.00	JBN
Jun-06-23	329 Seminola. Telephone conference with City Manager; exchange emails and phone conference with closing agent; revise Seller Affidavit.	1.30	260.00	CDR
	Bingo. Receipt and review of city emails; exchange emails with C. Schmidt.	0.50	100.00	CDR
Jun-07-23	329 Seminola. Revise Seller's Affidavit; exchange emails with Closing Agent.	1.00	200.00	CDR
	Casselberry Marketplace. Exchange emails with J. Charres regarding TCE; prepare TCE.	1.00	200.00	CDR
	Bingo. Continued research; email to staff and County; telephone conference with D. Shields.	1.00	200.00	CDR

	Charter. Prepare resolution regarding charter review; email to City Clerk; receipt and review of 2021 model charter.	0.40	80.00	CDR
	Review e-mail from City Clerk with agenda.	0.30	60.00	DSB
	Review city code regarding planning and zoning chairman election. Communications to city clerk regarding same and related.	0.50	100.00	JBN
Jun-08-23	329 Seminola. Continued preparation for closing; prepare escrow instructions; provide documents to title company; receipt and review of Buyer's documents; exchange emails with Title Company.	2.20	440.00	CDR
	Charter Review. Meet with City Clerk; exchange emails with City Clerk; research.	1.50	300.00	CDR
	Agenda. Continued review.	0.20	40.00	CDR
	Review updated link from Clerk and review supporting documents for June 12 meeting; discuss issues on agenda with City Attorney.	1.50	300.00	DSB
	329 Seminola Blvd. Closing. Review draft closing documents and prepare draft email to Closing Agent regarding changes; prepare draft email to City with closing documents; prepare draft escrow instruction letter.	1.20	108.00	NH
Jun-09-23	329 Seminola. Receipt and review of survey; send execution instructions; receipt and review of final documents; finalize escrow; receipt and review of survey; email to City regarding returning documents; receipt and review of settlement statement.	2.20	440.00	CDR
	EEOC. Continued research.	0.20	40.00	CDR
	Research regarding EEOC language in solicitation and contract documents and providing recommendations regarding same.	1.40	280.00	AMU
	329 Seminola Blvd. Closing. Exchange emails and phone conference with Baldwin Park Title regarding closing; review survey; review Buyer's draft closing documents; review final Seller's closing statement; prepare draft email to City regarding execution.	1.20	108.00	NH

Jun-12-23	Casselberry Marketplace. Exchange emails with J. Charres.	0.30	60.00	CDR
	329 Seminola. Receipt and review of final seller documents; authorize closing.	0.80	160.00	CDR
	Casualty Insurance. Receipt and review of message from A. Brooks.	0.20	40.00	CDR
	Final preparation and attend Commission meeting.	1.50	300.00	DSB
	Review notice of cancellation of planning and zoning hearings. Exchange communications regarding new member training and related.	0.10	20.00	JBN
	329 Seminola. Review executed City documents and email same to Closing Agent.	0.20	18.00	NH
Jun-13-23	Electronic Signatures. Exchange emails with C. Olson.	0.30	60.00	CDR
	EAP. Exchange emails with C. Olson.	0.20	40.00	CDR
	Casselberry Marketplace. Receipt and review of revisions to easement; exchange emails with J. Charres.	0.80	160.00	CDR
	School SRO. Receipt and review of email from G. Johnson.	0.20	40.00	CDR
	329 Seminola. Receipt and review of closing documents; exchange emails with Closing Agent.	0.40	80.00	CDR
	Electronic signatures procedure. Review communications and inquiry from city staff. Exchange related communications.	0.10	20.00	JBN
	Research as to whether the City falls within the 100-mile-of-landfall boundary imposed by SB 250 regarding possible moratorium.	0.40	80.00	AMU
	329 Seminola. Prepare draft email to City regarding status; review Buyer's executed documents; prepare draft email to Closing Agent authorizing disbursement.	0.30	27.00	NH
Jun-14-23	Truist Loan. Receipt and review of email from G. Ortega; begin preparation of opinion.	0.40	80.00	CDR

	Casselberry Marketplace. Exchange emails with J. Charres; revise easement.	0.40	80.00	CDR
	Phone conference with city clerk regarding training matters and special planning zoning commission hearing.	0.20	40.00	JBN
Jun-15-23	Recording. Prepare letter to City Clerk.	0.20	40.00	CDR
	Electronic signatures procedure. Review city communications. Phone conference with procurement manager. Research regarding electronic signature inquiry. Communications to procurement manager and city staff.	0.90	180.00	JBN
	Prepare 4 Utility Easements for recording.	0.20	18.00	NH
Jun-16-23	(Employment/HR) Review EEOC policy statements; email to C. Reischmann regarding same.	0.70	140.00	MLVV
	Reviewing email correspondence regarding equal opportunity employment contract language; return correspondence regarding contract language; draft memorandum for client.	1.00	200.00	AMU
Jun-17-23	EEOC. Continued research for memo to A. Brooks.	0.30	60.00	CDR
	Affordable Housing. Continued research regarding interpretations of Act.	0.30	60.00	CDR
Jun-19-23	Insurance. Voice mail and email to A. Brooks; research.	0.60	120.00	CDR
	John Casselberry Estate. Telephone conference with City Manager; email to J. Flick.	0.50	100.00	CDR
	Truist. Exchange emails with G. Ortega; prepare attorney opinion.	1.40	280.00	CDR
	Special Events. Receipt and review of comments from Chief and C. Schmidt.	0.50	100.00	CDR
	Aetna. Receipt and review of revisions to policies; revise policies; email to staff.	1.00	200.00	CDR
	(John Casselberry Estate) Review status regarding contact from K. Dickson.	0.10	20.00	DSB

	Editing and revising memorandum regarding equal opportunity employment.	0.20	40.00	AMU
Jun-20-23	Ellington Dr. Utility Easement. Receipt and review of email from T. Lamoureux; research.	0.60	120.00	CDR
	Special Events. Receipt and review of comments from Chief and C. Schmidt; exchange emails with City Clerk.	1.00	200.00	CDR
	John Casselberry Estate. Exchange emails with K. Dickson's attorney, K. Dickson and City Manager.	0.70	140.00	CDR
	Planning and zoning commission. Address new member training matters. Phone conference with city clerk. Prepare communications to new member regarding training. Review agenda packet for special meeting.	1.60	320.00	JBN
	Phone conference with city planning staff regarding planning and zoning commission agenda item.	0.20	40.00	JBN
	Ellington Drive Utility Easement. Search Official Records for title information and associated plats; obtain Property Appraiser information on subject properties; relay findings to CDR; prepare draft easement.	1.30	117.00	NH
Jun-21-23	Ellington Dr. Utility Easement. Continued review of plats, vacates, sketches; email to T. Lamoureux; research.	2.60	520.00	CDR
	Truist. Exchange emails with G. Ortega; revise opinion.	0.50	100.00	CDR
	School Board/SRO. Email to chief regarding School Board attorney email and revisions made.	0.70	140.00	CDR
	Agenda. Receipt and review of agenda.	0.40	80.00	CDR
	Stamp/electronic signature inquiry. Review communications from finance staff regarding policy. Revise draft policy regarding authorized signature stamp procedure. Prepare communications to city finance staff; provide revised policy.	0.80	160.00	JBN

Jun-22-23	Planning zoning commission. Communications to city clerk and board clerk regarding oath at meeting and related oath document for signature.	0.10	20.00	JBN
Jun-23-23	Affordable Housing. Exchange emails with C. Schmidt.	0.30	60.00	CDR
Jun-26-23	Affordable Housing. Prepare legislation in progress resolution; telephone conference with C. Schmidt; exchange emails with C. Schmidt; conference with A. DeJesus.	0.80	160.00	CDR
	SSNOCWTA ILA. Exchange emails with K. Brock; continued review of interlocal.	1.00	200.00	CDR
	Commission. Prepare for and attend meeting.	1.20	240.00	CDR
Jun-27-23	Affordable Housing. Send Lake Mary ordinance and League FAQ to C. Schmidt; research.	0.50	100.00	CDR
	SSNOCWTA ILA. Continued review and revisions to interlocal.	1.20	240.00	CDR
	Surplus Resolution. Receipt and review of surplus resolution; exchange emails with L. Mertens.	0.50	100.00	CDR
	Fire Station. Review revised survey; prepare draft email to surveyor.	0.20	18.00	NH
Jun-28-23	SSNOCWTA ILA. Conference with Authority Attorney regarding Exhibit B; email to K. Brock.	0.40	80.00	CDR
	Surplus Property. Exchange emails with L. Mertens.	0.40	80.00	CDR
	Fire Station. Email to D. Shields regarding status.	0.20	40.00	CDR
	Embry Dr. Easement. Exchange emails with J. Charres; research.	0.80	160.00	CDR
	200 S Embrey Easement. Search Property Appraiser records for property information.	0.20	18.00	NH
Jun-29-23	EAR. Exchange emails with C. Schmidt; research.	0.60	120.00	CDR

	Elections. Exchange emails with City Clerk.	0.30	60.00	CDR
	Realtor Contract. Exchange emails with F. Lopes; review contract.	0.80	160.00	CDR
	Procurement. Email to staff regarding new procurement law.	0.20	40.00	CDR
	Research regarding bills from 2023 regular legislative session which have yet to be signed and others in preparation for legislative update.	1.20	240.00	AMU
Jun-30-23	Elections. Research; email to D. Gardner; email regarding oath under new bill.	1.20	240.00	CDR
	SSNOCWTA ILA. Continued review of interlocal; email to J. Klein.	0.70	140.00	CDR
	Tracking FL Housing Finance Corporations rulemaking pursuant to Live Local Act.	0.10	20.00	AMU
	Research on new elections bill, SB 7050 for legislative update.	0.20	40.00	AMU
MATTER: RE:	MATTER TOTALS: 718-009 CEB	63.90	\$12,230.00	
May-31-23	Trillium Development. Emails regarding status.	1.00	200.00	WER
Jun-05-23	400-480 436-Trillium. Emails, phone conferences regarding status; prepare for conference with City Manager.	1.50	300.00	WER
	Trillium. Consider possible settlement.	0.20	40.00	CDR
Jun-06-23	400-480 436 -Trillium. Prepare for conference call.	0.70	140.00	WER
	400-480 436- Trillium. Conference call with staff regarding code enforcement lien.	0.50	100.00	WER
	400-480 436- Trillium. Emails regarding status.	0.30	60.00	WER
	Trillium. Consider next steps to settle case.	0.30	60.00	CDR

Jun-07-23	400-480 436 - Trillium. Emails regarding status; prepare for conference with City Manager.	0.80	160.00	WER
	400 SR 436 (Trillium). Conference call regarding status; emails regarding status.	1.00	200.00	WER
	Trillium. Research regarding issue with personnel; telephone conference with staff.	0.80	160.00	CDR
Jun-08-23	400 SR 436 (Trillium). Emails, phone conference with Code Enforcement Officer.	0.60	120.00	WER
Jun-09-23	Wal-Mart violations. Review communications from community development director requesting update from Wal-Mart counsel. Review responsive communications from Wal-Mart counsel with related update.	0.10	20.00	JBN
Jun-12-23	Devine foreclosure. Review motion to continue foreclosure sale.	0.10	20.00	JBN
	Review communications from code enforcement clerk with code enforcement agenda.	0.10	20.00	JBN
Jun-13-23	Devine foreclosure. Review counsel communications to the court. Review proposed order on defendant motion to cancel foreclosure sale.	0.10	20.00	JBN
	505 El Dorado. Review communications from city staff with inquiry regarding lien enforceability.	0.10	20.00	JBN
Jun-14-23	Review communications from special magistrate regarding template orders. Review prior communications with city and previous special magistrate. Prepare communications to current special magistrate, providing template orders for review.	0.30	60.00	JBN
	505 El Dorado. Review information provided by city staff with inquiry regarding lien enforceability. Review foreclosure docket and related pleadings, Review state law regarding lis pendens. Communications to city staff regarding enforceability of provided liens.	0.60	120.00	JBN
	505 El Dorado. Review follow-up inquiry	0.10	20.00	JBN

	communications from city staff regarding lien releases. Exchange related communications.			
	Review responsive communications from special magistrate regarding template orders. Review city staff communications regarding inputting orders in to system. Exchange related communications.	0.20	40.00	JBN
	Communications from city staff regarding fee for lien releases. Review establishment of lien reduction fees. Review communications from code enforcement supervisor. Exchange related communications.	0.30	60.00	JBN
	Review communications from code enforcement clerk. Review agenda, supporting materials, and notices for code enforcement hearings.	0.90	180.00	JBN
Jun-15-23	Review communications from code enforcement clerk; review revised agenda.	0.10	20.00	JBN
	Attend code enforcement special magistrate hearings and pre/post matters.	0.50	100.00	JBN
	Devine foreclosure. Review Amended motion to continue. Review notice of filing contract for sale. Review proposed order canceling foreclosure sale. Review defendant communications to the court. Review city interest in foreclosure property. Review notice of filing from judicial assistant with communications.	0.30	60.00	JBN
Jun-16-23	Devine foreclosure. Review Plaintiff's response in opposition and objection to motion to continue sale.	0.10	20.00	JBN
Jun-19-23	400 SR 436 (Trillium). Phone conferences and emails regarding Trillium.	1.00	200.00	WER
	Devine foreclosure. Review order entered by court regarding emergency hearing. Review communications from judicial assistant. Communications to judicial assistant regarding non-attendance.	0.20	40.00	JBN
	Devine foreclosure. Review order canceling and rescheduling foreclosure sale.	0.10	20.00	JBN

Jun-20-23	Wal-Mart violations. Review communications from community development director regarding respondent update. Review communications from legal counsel for Wal-Mart regarding affidavit of compliance.	0.10	20.00	JBN
Jun-21-23	Attend planning zoning commission special meeting and pre/post matters.	1.10	220.00	JBN
Jun-27-23	Trillium. Check status of developments.	0.30	60.00	WER
Jun-28-23	Trillium. Check status; email to client.	0.30	60.00	WER
Jun-30-23	Wal-Mart violations. Review communications from community development director regarding compliance. Review communications from legal counsel for Wal-Mart requesting compliance affidavit.	0.10	20.00	JBN
MATTER: RE:	MATTER TOTALS: 718-076 Plat Reviews	14.80	\$2,960.00	
Jun-07-23	BJs PUD. Email to City Clerk regarding signature for recording.	0.20	40.00	CDR
Jun-08-23	BJs. Exchange emails with J. Ort and City Clerk.	0.60	120.00	CDR
	BJs. Telephone conference with L. Sundvall regarding execution of PUD; prepare draft email to attorney J. Ort regarding execution by owner; obtain Sunbiz LLC information; send email to A. DeJesus regarding LLC authority.	0.40	36.00	NH
Jun-12-23	BJs PUD. Receipt and review of original PUD from owner.	0.20	40.00	CDR
MATTER: RE:	MATTER TOTALS: 718-171 Windward Square Homeowners Association, Inc. - Utility Easements	1.40	\$236.00	
Jun-02-23	Lot 36. Prepare draft Utility Easement and LLC Affidavit; research regarding signature by Trusts; prepare draft email to FLTR.	0.50	45.00	NH

Jun-03-23	Email to FLTR with easement and title work.	0.80	160.00	CDR
Jun-07-23	Continued review of title documents; exchange emails with J. Charres.	0.80	160.00	CDR
Jun-12-23	Receipt and review of easements in agenda.	0.50	100.00	CDR
	Review easements signed by Owners (Lots 33, 34, 51, 270); search Official Records; prepare draft email to J. Charres.	0.60	54.00	NH
Jun-16-23	Follow up with FLTR (Lot 36).	0.20	40.00	CDR
Jun-20-23	Exchange emails with J. Charres; exchange emails with FLTR.	0.80	160.00	CDR
Jun-21-23	Lot 36. Email to FLTR; exchange emails with T. Lamoureux.	0.80	160.00	CDR
Jun-22-23	Receipt and review of easement on agenda for title issues; email to J. Charres; exchange emails with FLTR.	0.70	140.00	CDR
	Review owner signed easement; search Official Records and Property Appraiser records to update title information; prepare draft email to City (Lot 35); send recorded easements to J. Charres; prepare draft letter to City Clerk.	0.40	36.00	NH
Jun-27-23	Exchange emails with J. Charres regarding Lot 36.	0.30	60.00	CDR
	Review executed documents from FLTR; exchange emails with J. Charres (Lot 36).	0.20	18.00	NH
	MATTER TOTALS:	6.60	\$1,133.00	
	Totals	86.70	<u>\$16,559.00</u>	

SUMMARY

	HOURS	RATE	TOTAL FEES
WILLIAM REISCHMANN	8.00	\$200.00	\$1,600.00
CATHERINE REISCHMANN	52.40	\$200.00	\$10,480.00
DEBRA S. BABB-NUTCHER	3.80	\$200.00	\$760.00

JENNIFER B. NIX	10.20	\$200.00	\$2,040.00
MARK L. VAN VALKENBURGH	0.70	\$200.00	\$140.00
AMELIA M. ULMER	4.50	\$200.00	\$900.00
NANCY HAM	7.10	\$90.00	\$639.00

DISBURSEMENTS

MATTER: 718-001
RE: General

	Photocopies	113.00
May-31-23	Online Computer Research Cost	133.71
Jun-06-23	Professional services rendered by de la Parte, Gilbert, McNamara & Caldevilla, P.A. on CUP - DOAH Challenge	300.00
Jun-07-23	recording termination of TCE (x3)	55.50
	recording TCE - RJB Fern Park LLC	27.70
Jun-12-23	Recording BJs PUD	129.00
	Professional services rendered by de la Parte, Gilbert, McNamara & Caldevilla, P.A. on CUP - DOAH Challenge	22,572.00

MATTER TOTALS: \$23,330.91

MATTER: 718-171
RE: Windward Square Homeowners Association, Inc. - Utility Easements

	Photocopies	2.20
Jun-07-23	recording Lot 272 (Hyatt) Utility Easement	79.70
Jun-19-23	Recording Utility Easements - Windward Square	297.80

MATTER TOTALS: \$379.70

Totals		\$23,710.61
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Total Fee & Disbursements		\$40,269.61
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Balance Now Due		\$40,269.61
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**Fisher & Phillips LLP**

SunTrust Center
 200 South Orange Avenue, Suite 1100
 Orlando, Florida 32801
 (407) 541-0888 Tel

www.fisherphillips.com

(Tax Identification No. 58-0619559)

CITY OF CASSELBERRY
 95 Triplet Lake Drive
 Casselberry, FL 32707

July 14, 2023
 Invoice Number: 1827039
 Client Matter Number: 22751.0002

Attention: Mr. Andy Brooks
 Human Resource Manager
 abrooks@casselberry.org

RE: **GENERAL**

For Services Rendered Through June 30, 2023

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/19/23	JEM	Review/draft email memoranda with A. Brooks regarding pension changes.	0.20	\$295.00	\$59.00

Sub-Total Fees: \$59.00

TIMEKEEPER SUMMARY

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Jeffrey E. Mandel	Attorney	0.20	\$295.00	\$59.00
		0.20		\$59.00

TOTAL CURRENT BILLING: \$ 59.00



Jane Dai
P.E, CFM, CPM City Engineer
City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707

Invoice Date: July 19, 2023
Invoice No. 81234
Client No. 26392.005

For professional services rendered and expenses incurred
regarding Street Light Assessment Adjustments

Purchase Order No. 081800

Statement of Legal Services

			Hours	
06/01/2023	CBR	Confer with K. Carathanasis regarding mailed notice requirements, template for mailed notices and mailing database; begin mailed notice template; related email exchange with J. Dai	0.70	
06/07/2023	CBR	Review and comment upon rate study and related presentation prepared by M. Burton of Raftelis; related research	2.60	
06/12/2023	CBR	Conference call with City staff and M. Burton to discuss assessment report and presentation	0.80	
06/19/2023	CBR	Draft preliminary rate resolution; related research	1.40	
06/23/2023	CBR	Prepare for, participate in conference call with City Attorney to discuss assessment matter	0.50	
06/26/2023	CBR	Prepare for, travel to City Hall for presentation of street light assessment update; return to Tallahassee	10.00	
06/27/2023	CBR	Draft preliminary rate resolution	1.10	
06/30/2023	ALS	Draft resolution	3.00	No Charge
06/30/2023	CBR	Draft preliminary rate resolution	1.20	
Current Services			21.30	\$5,490.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Christopher B. Roe	18.30	\$300.00	\$5,490.00
Aubrey L. Schmid	3.00	\$0.00	\$0.00

Invoice Date:	July 19, 2023
Invoice No.	81234
Client No.	26392.005

Meals	12.58
Travel expenses	206.95
Check issued to: Raftelis Financial Consultants, Inc. for professional services 6/1 - 6/30/23	7,670.00
Document printing	5.25
Duplication	25.50
Thru 06/30/2023	<u>\$7,920.28</u>

07/03/2023	Payment	Check 110366 Invoice 81012	10,317.00
			<u>10,317.00</u>

Total Current Work	\$13,410.28
Previous Balance Due	\$0.00
Balance Due	\$13,410.28

Mail Checks to:
1545 Raymond Diehl Road, Suite 300
Tallahassee, FL 32308
850-222-8611 FEIN 59-1315801

Send wire transfers to Capital City Bank, ABA #063100688
for credit to Bryant Miller Olive, Account #2132834901
Thank you for your business

Bryant Miller Olive P.A.

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
Component: Docprt								
06/30/2023	ALS	26392.005/ City of Casselberry Street Light Assessment Adjustments Document printing		Docprt	21.00	0.25	5.25	5.25
				Component: Docprt	21.00		5.25	5.25
Component: Dup								
06/07/2023	CBR	26392.005/ City of Casselberry Street Light Assessment Adjustments Duplication		Dup	36.00	0.25	9.00	9.00
06/26/2023	TLS	26392.005/ City of Casselberry Street Light Assessment Adjustments Duplication		Dup	24.00	0.25	6.00	6.00
06/26/2023	TLS	26392.005/ City of Casselberry Street Light Assessment Adjustments Duplication		Dup	10.00	0.25	2.50	2.50
06/26/2023	TLS	26392.005/ City of Casselberry Street Light Assessment Adjustments Duplication		Dup	21.00	0.25	5.25	5.25
06/26/2023	TLS	26392.005/ City of Casselberry Street Light Assessment Adjustments Duplication		Dup	11.00	0.25	2.75	2.75
				Component: Dup	102.00		25.50	25.50
Component: Mls								

Bryant Miller Olive P.A.

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
06/26/2023		26392.005/ City of Casselberry Street Light Assessment Adjustments Check issued to: Chris Roe for travel to Casselberry, FL on 6/26-27/23		Mls	1.00	12.58	12.58	12.58
Component: OTP				Component: Mls	1.00		12.58	12.58
06/30/2023		26392.005/ City of Casselberry Street Light Assessment Adjustments Check issued to: Raftelis Financial Consultants, Inc. for professional services 6/1 - 6/30/23		OTP	1.00	7,670.00	7,670.00	7,670.00
Component: T				Component: OTP	1.00		7,670.00	7,670.00
06/26/2023		26392.005/ City of Casselberry Street Light Assessment Adjustments Check issued to: Chris Roe for travel to Casselberry, FL on 6/26-27/23		T	1.00	184.66	184.66	184.66
06/26/2023		26392.005/ City of Casselberry Street Light Assessment Adjustments Check issued to: Chris Roe for travel to Casselberry, FL on 6/26-27/23		T	1.00	22.29	22.29	22.29
				Component: T	2.00		206.95	206.95
				Grand Total:	127.00		\$7,920.28	\$7,920.28

Expense Report 2023

Employee Name: Christopher Roe			Date(s) of Travel: 6/26/23 to 6/27/23		
Destination: Casselberry, FL			Reason for Travel: City Commission Meeting		
Client #: 26392.005		Client Name: City of Casslberry			
Description of Expenditure		Amount to be Reimbursed		Notes: Top portion for 1 client only. When splitting costs between clients, complete top portion of form and show splits on bottom portion. Tape receipts to a sheet of paper (Being careful not to put tape over the writing on thermal paper) Meal Receipts must list names of all people attending meal. Mail form with original receipts to Accounting.	
Air Fare					
Car Rental		\$107.50			
Gas		\$77.16			
Hotel Charges					
Hotel Meals					
Direct Charges Hotels					
Mileage .655 Mile		Total: \$0.000			
Meals*		\$12.58			
Parking					
Taxi					
Tips					
Tolls					
Miscellaneous:					
		Travel Total:		\$184.66	
		Meals Total:		\$12.58	
		Total Due to Employee:		\$197.24	
		Total Billable to Client:		\$197.24	
		Description of Miscellaneous Items:			
Multiple Client Expense Section					
Client Number	Client #:	Client #:	Client #:	Client #:	
Destination/Reason for Travel					
Description of Expenditure	Amount to be Reimbursed	Amount to be Reimbursed	Amount to be Reimbursed	Amount to be Reimbursed	
Air Fare					
Car Rental					
Gas					
Hotel Charges					
Hotel Meals					
Direct Charges Hotels					
Mileage .655 Mile	Total: \$0.000	Total: \$0.000	Total: \$0.000	Total: \$0.000	
Meals*					
Parking					
Taxi					
Tips					
Tolls					
Miscellaneous					
Travel Total:	\$0.00	\$0.00	\$0.00	\$0.00	
Meals Total:	\$0.00	\$0.00	\$0.00	\$0.00	
Total Due to Each Client	\$0.00	\$0.00	\$0.00	\$0.00	
Total Client Expenses: \$0.00		Prepared by: S. Richardson		Click Here to Submit by Email	
Total Due to Employee: \$0.00		Date: 6/28/23			



We are proud to feature a 100% smoke-free fleet!

RENTAL AGREEMENT NUMBER: 603518650

RECEIPT

Your Information

Customer Name: CHRISTOPHER ROE
Wizard Number: ***17Y
Avis Worldwide Discount: AVIS.COM LOGIN
Customer Status: PREFERRED/POINTS
Method of Payment: AMEX XX3006
AUTH: 108363

Your Vehicle Information

Vehicle Number: 51916270
Vehicle Group Rented: Standard SUV-5 Pass
Vehicle Group Charged: Standard SUV-5 Pass
Vehicle Description: WHI NISSAN MURANO
License Plate Number: 2WD
GASAR3704
Odometer Out: 9083
Odometer In: 9628
Total Driven: 545
Fuel Reading: Out 8/8 | In 8/8

Your Rental

Pickup Date/Time: JUN 26, 2023 @ 10:54AM
Pickup Location: 2320 CAPITAL CIRCLE NE
SUITE 8
TALLAHASSEE, FL, 32308, US
850-701-8094

Return Date/Time: JUN 27, 2023 @ 9:06AM
Return Location: 2320 CAPITAL CIRCLE NE
SUITE 8
TALLAHASSEE, FL, 32308, US
850-701-8094

Additional fees may apply
if changes are made
to your return date, time
and/or location.

Your Vehicle Charges (MIN 1 DAY IF NOT MET DLY RT = 114.99 / MAX 98 HRS)

Rate Chart:	Free Miles:	Time and Mileage:
Miles: UNLIMITED		Your Discount:
Hourly: 86.25		MIN 1DY/2AW 150FM = 114.99
Ad'l day: 114.99		Less 16.00% Discount = (-)18.40
Period: 114.99		
		Time and Mileage: 96.59

Your Optional Products/Services

Optional Services Total: 0.00

Your Taxable Fees

ENERGY RECOVERY FEE 0.60/DY	.60
STATE SURCHARGE 2.00/DY	2.00
TIRE BATTERY FEE 0.01/DY	.01
VEH LICENSE RECOUP 0.80/DY	.80

Sub-total-Charges:	100.00
TAX 7.500%	7.50

Your Non-Taxable Products/Services

Your Total Charges: 107.50

Prepayment 0.00

Net Charges:

USD 107.50

Your Total Due:

0.00

Thank you for renting with Avis.

For all other inquiries, please contact us at 1-800-352-7900 or www.Avis.com.

At Avis, we are committed to providing you with the best rental experience in the industry. We are in the business of treating people like people.

THANK YOU FOR BEING A LOYAL AVIS CUSTOMER. PLEASE VISIT AVIS.COM FOR YOUR MOST RECENT POINT BALANCE. PLEASE ALLOW 72 HOURS FOR POINTS EARNINGS TO POST TO YOUR ACCOUNT.

Your vehicle was rented to you by KYLE.

Your vehicle was checked in by SARA.



ACCOUNT ENDING - 33006

CARD MEMBER

Blue from American Express

CHRISTOPHER ROE

DATE	DESCRIPTION		AMOUNT
Jun 26	CIRCLE K 9404 NORTH WEST 39TH AVE GAINESVILLE FL 32606 (352) 374-8515 www.circlek.com	CIRCLE K # 06527/CIRGAINESVILLE FL Will appear on your Jul 18, 2023 statement as CIRCLE K # 06527/CIRGAINESVILLE FL CARD CHRISTOPHER ROE REWARDS You'll be able to see Rewards information for an eligible charge within 5 days of the charge posting to your account. Please check back later. ADDITIONAL INFORMATION CONVENIENCE	\$59.34

WELCOME TO
MCKENZIE MARKET #14
2315 CAPITAL CIRCLE
850 385 2298
MCKENZIE MKTS CAPITAL
L CIR
2315 CAPITAL CIRCL
TALLAHASSEE FL
32308
8503852298

DATE 6/27/23 9:01
TRAN#9125170
PUMP# 12
SERVICE LEVEL: SELF
PRODUCT: UNLD
GALLONS: 5.385
PRICE/G: \$3.309
FUEL SALE \$17.82
CREDIT \$17.82

ZIP CODE APPROVED
AMEX
INVOICE: 090039
ACCT NUMBER: 3006
AUTH: 00
Ref #: 99000100018
APPNAME: AMERICAN E
XPRESS
AID: A00000002501080
1
APP CRYPTOGRAM : AR
QC 85C7013719DDF3E6
APPROVAL#: 804521
ENTRY: Insert
EMV STAN#: 005859406
66

THANK YOU
HAVE A NICE DAY

** PURCHASE **

Panda Express #2468

Lake City, FL
(386)951-0307

6/26/2023 1:39:54 PM -TO GO-
Order: 200247 Server: Justin F

1 Plate	9.40
FRIED RICE-1/2	
FRIED RICE-1/2	
MUSHROOM CKN	
GRILL TERIYAKI CKN	
1 MEDIUM DRINK	2.30
Self Serve	

SubTotal	11.70
TAX	0.38
Total	12.58

American Express 12.58
Acct:XXXXXXXX3006
AuthCode:885319
*Card details below

EMV: Chip Read
APL: AMERICAN EXPRESS
AID: A000000025010801

Panda Rewards has arrived!

* Sign Up at PandaRewards.com. *
* Enter Unique Rewards Code to learn *
* PANDA POINTS on this order! *
* Code valid for 7 days from purchase *
* * *

* Unique Rewards Code: 567769907331 *

* WE'D LOVE TO HEAR FROM YOU! *

* Share your thoughts and receive *
* a Free Small A La Carte Entree *
* w/purchase of a 2-entree Plate. *
* Within 2 days, go to *
* pandaexpress.com/feedback. *
* * *

* Survey Code: 2623-0024-2687-0246-0312-02 *
* * *

* Email required to receive coupon *

* Join the Panda team! *
* General Manager with \$100K potential *
* PandaCareers.com *

Expense Report 2023

Employee Name: Christopher Roe			Date(s) of Travel: 6/26/23 to 6/27/23		
Destination: Casselberry, FL			Reason for Travel: City Commission Meeting		
Client #: 26392.005		Client Name: City of Casslberry			
Description of Expenditure		Amount to be Reimbursed		Notes: Top portion for 1 client only. When splitting costs between clients, complete top portion of form and show splits on bottom portion. Tape receipts to a sheet of paper (Being careful not to put tape over the writing on thermal paper) Meal Receipts must list names of all people attending meal. Mail form with original receipts to Accounting.	
Air Fare					
Car Rental					
Gas					
Hotel Charges					
Hotel Meals					
Direct Charges Hotels					
Mileage .655 Mile	Total: \$0.000				
Meals*					
Parking					
Taxi					
Tips					
Tolls	\$22.29				
Miscellaneous:					
Total Expenses					
Travel Total:		\$22.29			
Meals Total:		\$0.00			
Total Due to Employee:		\$22.29			
Total Billable to Client:		\$22.29			
Description of Miscellaneous Items:					
Multiple Client Expense Section					
Client Number	Client #:	Client #:	Client #:	Client #:	
Destination/Reason for Travel					
Description of Expenditure	Amount to be Reimbursed	Amount to be Reimbursed	Amount to be Reimbursed	Amount to be Reimbursed	
Air Fare					
Car Rental					
Gas					
Hotel Charges					
Hotel Meals					
Direct Charges Hotels					
Mileage .655 Mile	Total: \$0.000	Total: \$0.000	Total: \$0.000	Total: \$0.000	
Meals*					
Parking					
Taxi					
Tips					
Tolls					
Miscellaneous					
Travel Total:	\$0.00	\$0.00	\$0.00	\$0.00	
Meals Total:	\$0.00	\$0.00	\$0.00	\$0.00	
Total Due to Each Client	\$0.00	\$0.00	\$0.00	\$0.00	
Total Client Expenses: \$0.00		Prepared by: tjs		Click Here to Submit by Email	
Total Due to Employee: \$0.00		Date: 7/14/23			

Print



e-Toll Receipt

Below is a summarized receipt of toll activity from your recent rental.

Your Information

Customer Name : CHRISTOPHER ROE

Your Card Information

CC Type : AMERICAN EXPRESS

CC Number : *****3006

Your Payment Information

Statement ID : T101758858

Total Toll Amount : \$16.34

eToll Convenience Fee : \$5.95

\$5.95 per usage day, max \$29.75 per rental

Total Charges : \$22.29

Your Rental Information

Rental Agency : Avis

Contract/Rental Agreement Number : U603518650

Pick up Date and Time : 6/26/2023 10:54:00 AM (Unknown, FL)

Return Date and Time : 6/27/2023 9:06:00 AM (Unknown, --)

Tolling Summary

Toll Date Time	Transportation Agent	Entry Plaza	Exit Plaza	Vehicle Class	Toll Fee
6/26/2023 7:11:21 PM	Florida's Turnpike - Northern Coin System - (SR 91)	--	288-LEESBURG PLAZA	2	\$3.25
6/26/2023 6:51:43 PM	SR-408	--	Hiawassee Mainline Toll Plaza	2	\$1.84
6/26/2023 6:49:05 PM	SR-408	--	Pine Hills Mainline Toll Plaza	2	\$2.46
6/26/2023 4:03:32 PM	SR-414	--	Coral Hills Mainline Toll Plaza	2	\$2.46
6/26/2023 3:59:21 PM	SR-429	--	Forest Lake Mainline Toll Plaza	2	\$3.08
6/26/2023 3:36:27 PM	Florida's Turnpike - Northern Coin System - (SR 91)	--	288-LEESBURG PLAZA	2	\$3.25

Please note, there may be a delay on tolls being posted to your receipt due to a delay of the Transportation Agencies consolidated and posting tolls in a timely manner. In the event additional tolls are forwarded to us, we will process them and forward an additional e-receipt to you as soon as possible.

If you have any questions regarding toll activity that is listed on the receipt please contact us at 1-800-482-0159.

[Accessibility](#) [Cookies Policy](#) [Cookies Settings](#)

Approved - Charge 26392.005 - TLS

Bryant Miller Olive P.A.
1545 Raymond Diehl Rd., Suite 300
Tallahassee, FL 32308

July 11, 2023

Invoice No: 29101

Project R-0021FL23.01 City of Casselberry - Street Light Assessment Update

Professional Services from June 01, 2023 to June 30, 2023**Professional Personnel**

	Hours	Rate	Amount	
Exec Vice President				
Burton, Mike	26.00	295.00	7,670.00	
Totals	26.00		7,670.00	
Total Professional Fees				7,670.00

Contract	Current	Prior Billings		
Total Billings	7,670.00	9,740.00	17,410.00	
Contract Ceiling			19,058.00	
Remaining			1,648.00	
		Total this Invoice		\$7,670.00

Outstanding Invoices

Number	Date	Balance
28613	6/13/2023	9,740.00
Total		9,740.00

	Current	Prior	Total	Received	AR Balance
Billings to Date	7,670.00	9,740.00	17,410.00	0.00	17,410.00



CITY MANAGER M E M O R A N D U M

7.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Resolution 23-3357 - Street Lighting Assessment Preliminary Rate

Introduction: Approval of Resolution 23-3357 as the Preliminary Rate Resolution for the implementation of the Street Lighting Assessment for Fiscal Year (FY) 2023-24 is requested.

Background: In 2009, the City of Casselberry adopted Ordinance 09-1301, the Master Capital Project and Service Assessment Ordinance, which establishes the guidelines for the implementation of Special Assessments in accordance with Florida Statute. Declining revenue sources due to various economic circumstances led the City to consider a service assessment to fund the costs associated with street lighting within the City. On September 14, 2009, Resolution 09-2078, Street Lighting Final Assessment Resolution, was adopted to provide the funds necessary to operate and maintain the street lighting for public rights-of-way within the City. The program has been successful funding the street lighting for fiscal years 2010 through 2023. On April 10, 2023 via Resolution 23-5363, the City Commission authorized engagement with Bryant Miller Olive (BMO) (which used Raftelis Financial Consultants, Inc. as a sub-consultant) to review and update the assessment methodology and rates from the 2014 study by BMO with Burton & Associates. The draft assessment update was presented to and discussed by City Commission on June 26, 2023, at which time the City Commission expressed consensus to move forward with the update as proposed.

Discussion: As a part of the process established in Ordinance 09-1301, the City must adopt a Preliminary Rate Resolution each year a street lighting service assessment is considered. The Preliminary Rate Resolution (Resolution 23-3357) presented for Fiscal Year (FY) 2023-24 represents the assessment methodology and fee structure presented on June 26, 2023. Resolution 23-3357 delineates the assessment area, estimates the street lighting costs, outlines the methodology used for determining the assessment of properties based on the benefit received, establishes a public hearing for final approval, and states the collection method, among other things. Resolution 23-3357 also acknowledges the finalized Rate Study, which is attached. Note due to minor corrections in the finalized Rate Study compared to that presented on June 26, 2023, revenues are projected to be slightly less but still sufficient to meet the City's needs. Rates were unchanged from those presented on June 26, 2023.

The Street Lighting Assessment is structured to fund the costs of operating and maintaining the public rights-of-way street lighting and to recuperate expenses associated with the implementation of the Street Lighting Assessment. The service areas represent all parcels within all the incorporated areas of the City with the exception of undeveloped

properties. The rate is \$42.86 per equivalent residential unit (ERU), an increase from the \$31.88 per ERU assessed for FY 2022-23. Upon Preliminary Rate Resolution 23-3357 approval, a public hearing for the Final Assessment Resolution will be advertised and held at the August 28, 2023 City Commission meeting. Revenues generated by the Street Lighting Assessment will be budgeted in FY 2023-24 accordingly. Upon approval of the Final Assessment Resolution on August 28, 2023, it is estimated that net revenue from the Street Lighting Assessment will be approximately \$520,000.

Budget Impact: There is no impact to the City Budget at this time. Once the streetlighting fee increase option is approved, revenues generated by the Street Lighting Assessment will be budgeted in FY 2023-24 accordingly.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Resolution 23-3357.

Prepared by: Jane Dai, City Engineer

Attachments:

1. Resolution 23-3357
2. Rate Study

CITY OF CASSELBERRY, FLORIDA

**STREET LIGHTING ASSESSMENT
PRELIMINARY RATE RESOLUTION**

ADOPTED JULY 24, 2023

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RESOLUTION 23-3357

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, RELATING TO THE ANNUAL PROVISION AND FUNDING OF STREET LIGHTING SERVICES WITHIN THE CITY; PROVIDING FOR THE IMPOSITION OF STREET LIGHTING ASSESSMENTS WITHIN THE ENTIRE AREA OF THE CITY; ESTIMATING THE SERVICE COST TO PROVIDE STREET LIGHTING SERVICES, FACILITIES, EQUIPMENT AND IMPROVEMENTS FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023; ESTABLISHING THE METHOD OF ASSESSING THE STREET LIGHTING SERVICE COST AGAINST REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED; DIRECTING THE CITY MANAGER TO PREPARE A PRELIMINARY STREET LIGHTING ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED STREET LIGHTING ASSESSMENTS; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

**ARTICLE I
INTRODUCTION**

SECTION 1.01. AUTHORITY. This Resolution of the City of Casselberry, Florida is adopted pursuant to City Ordinance No. 09-1301 (the "Assessment Ordinance"), Sections 166.021, 166.041 and 197.3632, Florida Statutes, and other applicable provisions of law.

SECTION 1.02. DEFINITIONS. This Resolution constitutes the Preliminary Rate Resolution for Street Lighting Services contemplated by Assessment Ordinance for Fiscal Year 2023-24. All capitalized words and terms not otherwise defined herein shall have the meaning set forth in the Assessment Ordinance. As used in this

Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Assessed Property" means all parcels of real property included in the Street Lighting Assessment Roll that receive a special benefit from Street Lighting Services.

"Assessment Ordinance" means City Ordinance No. 09-1301, as may be amended from time to time, or its successor in function.

"Buildings" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes or any vehicles service in any way the function of a building.

"City Clerk" means the clerk of the City Commission.

"City Commission" means the governing body of the City of Casselberry, Florida.

"City Manager" means the chief administrative officer of the City, or such person's designee responsible for coordinating calculation and collection of Assessments as provided herein.

"City" means the City of Casselberry, Florida.

"Developed Property" means Tax Parcels that are improved entirely or in part with Buildings.

"Dwelling Unit" means a Building, or portion thereof, which is lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"Equivalent Residential Unit" or "ERU" means the Assessment Unit described in Section 3.03 hereof. The ERU is the standard unit used to express the special benefit

received by Assessed Property through the provision of Street Lighting Services. One ERU is equal to the average size of a Single Family Residential Parcel within the City on which a Dwelling Unit has or can be constructed, which is .26 acres.

"Excluded Parcels" means Tax Parcels comprising Excluded Subdivisions, Vacant Property, Undevelopable Property, and any areas located within the Street Lighting Service Area that are used for public purposes and do not receive a special benefit from the Street Lighting Services, including by way of example and not limitation, right-of-ways and utility easements.

"Excluded Subdivisions" means those platted subdivisions within the City for which the respective homeowners' association or members thereof pay Duke Energy directly for lighting the platted right-of-ways therein. Excluded Subdivisions currently include Lake Griffin Estates, Lost Lake Estates, Legacy Park, Legacy Park Phase III, Field Club, Summit Village, Greenville Commons, Brittany Gardens, Hamlet in the Park, Villas of Casselberry and Windward Square. The City Manager may extend the determination as to whether Tax Parcels comprise an Excluded Subdivision after verification, field research, and/or the presentation of competent, substantial evidence by an affected property owner.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the City.

"Fiscal Year 2023-24" means the Fiscal Year commencing October 1, 2023.

"General Parcel" means any Tax Parcel that is not a Single Family Residential Parcel or an Excluded Parcel.

"Government Property" means property owned by the United States of America, the State of Florida, a sovereign state or nation, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

"Need Study" means the Streetlight Need Study for the City of Casselberry prepared by the transportation planning and engineering services consulting firm Kimley-Horn and Associates, Inc.

"Rate Study" means the City of Casselberry Street Lighting Assessment Update dated July 18, 2023, prepared by Raftelis Financial Consultants, Inc.

"Single Family Residential Parcel" means a Tax Parcel upon which a single Dwelling Unit is situated or constructed. The term "Single Family Residential Parcel" shall include individual residential condominium units, townhomes and mobile homes outside of a mobile home park, whether owner occupied or tenant occupied.

"Street Lighting Assessment Roll" means the roll created pursuant to Section 3.03 of the Assessment Ordinance and described in Section 2.02 hereof that includes a summary description of each Tax Parcel subject to Street Lighting Assessments, the name of the owner of each Tax Parcel as shown on the Tax Roll, and the number of Equivalent Residential Units attributable to each Tax Parcel.

"Street Lighting Assessment" or "Assessment" means a special assessment (sometimes characterized as a non-ad valorem assessment) levied by the City Commission to fund the Street Lighting Service Cost.

"Street Lighting Improvements" means land, appurtenances, facilities, equipment and improvements (including but not limited to light poles and luminaries) necessary for the provision of Street Lighting Services.

"Street Lighting Service Area" means the Assessment Area described in Section 2.01 hereof.

"Street Lighting Service Cost" means all or any portion of the cost that is properly attributable to the provision of Street Lighting Services under generally accepted accounting principles, including, without limiting the generality of the foregoing, a reasonable amount for contingency and anticipated delinquencies and uncollectible assessments, the amount by which each Tax Parcel's annual ad valorem tax bill is discounted for early payment of assessments collected pursuant to the Uniform Assessment Collection Act, the cost to be incurred by the City during any Fiscal Year in connection with the implementation, administration, collection, and enforcement of the Street Lighting Assessments, any service charges of the Tax Collector or Property Appraiser, and reimbursement to the City for any funds advanced for street lighting services, and interest of any interfund or intrafund loan for such purposes.

"Street Lighting Services" means the acquisition, lease, rental, operation, maintenance or installation of Street Lighting Improvements and the payment for electrical services and current used in the provision of street lighting.

"Tax Parcel" means a parcel of property to which the Seminole County Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Undevelopable Property" means a Tax Parcel which cannot support the development of residential or commercial Buildings. Undevelopable property shall include, but not be limited to, right-of-ways and submerged land. The City Manager

may extend the determination as to whether Tax Parcels comprise Undevelopable Property after verification, field research, and/or the presentation of competent, substantial evidence by an affected property owner.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

"Vacant Property" means any Tax Parcel that is not Developed Property.

SECTION 1.03. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The City is authorized by Article VIII, Section 2 of the State Constitution, Section 166.021, Florida Statutes, the Assessment Ordinance, the Uniform Assessment Collection Act, and other applicable provisions of law to provide for the imposition and collection of charges in the form of Assessments.

(B) The City has imposed annual Street Lighting Assessments to fund the provision of Street Lighting Services since 2009.

(C) In November 2022, the City engaged Kimley-Horn and Associates, Inc. to prepare the Need Study which identified various street lighting projects along City roadways to enhance safety benefits for vehicles and pedestrians and, in coordination with City staff, prioritized such projects in tiers focused on public safety.

(D) The City then engaged Bryant Miller Olive, PA and Raftelis Financial Consultants, Inc. to evaluate the City's Street Lighting Assessment program and develop an updated assessment rate schedule sufficient to fund the full cost of providing Street Lighting Services each year for the ten year period commencing with Fiscal Year 2023-24, including amounts sufficient to pay for the street lighting capital improvement projects identified as Tier 1, Tier 2 and a portion of Tier 3 in the Need Study, and additional annual operating costs resulting from such capital improvements.

(E) The City provides Street Lighting Services at levels of service that are essentially equal throughout the Street Lighting Service Area, such that there is no material difference in the benefit to Tax Parcels in commercial corridors compared to the rest of the Street Lighting Service Area. Therefore, it is fair and reasonable to adopt a rate structure for the Street Lighting Assessments which is applied uniformly throughout the Street Lighting Service Area.

(F) While homeowners' associations associated with Excluded Subdivisions fund streetlights which illuminate platted right-of-ways, a multi-family parcel funds lighting within that parcel, much as a large commercial parcel funds interior lighting to illuminate parking and building access. The function of the streetlights funded by the respective homeowners' associations for Excluded Subdivisions is the same as the function of the street lights funded by the City's assessment program, that is, the lighting of platted right-

of-ways. Therefore, if Tax Parcels in HOAs that fund street lights on platted internal right-of-ways within their subdivisions were not excluded from the Street Lighting Assessments, such parcels would be funding street lighting on platted right-of-ways twice, once through the Assessment and again through the membership fees and dues paid by association members.

(G) However, in multi-family parcels comprising apartment complexes, the lights that are funded internally for illumination within the parcel are not duplicative of the lights on platted external right-of-ways funded by the Street Lighting Assessments. Therefore, it is appropriate to include multi-family parcels in the Street Lighting Assessment program and to treat such parcels as General Parcels for purposes of apportionment.

(H) The Street Lighting Services contemplated herein are essential municipal services which possess a logical relationship to the use and enjoyment of, and provide a special benefit to, Developed Property and the costs associated with such services may be recovered, in whole or in part, through the imposition and collection of Street Lighting Assessments.

(I) The provision of Street Lighting Services specially benefits all Developed Property by protecting and enhancing its value, use and enjoyment.

(J) The provision of Street Lighting Services and the operation and maintenance of streetlights provides beautification, better property identification and recognition, and enhances safety and accessibility of Developed Property, as well as preserving and/or enhancing the value and marketability of property within the Street Lighting Service Area through the provision of uniform street lighting services.

(K) The apportionment of Street Lighting Assessments based on the size of Tax Parcels and Equivalent Residential Units is a fair and reasonable method for allocating the special benefit conveyed by Street Lighting Services among Developed Property.

(L) The provision of Street Lighting Services for Vacant Property primarily benefits adjacent Developed Property rather than preserving the value of Vacant Property or the use and enjoyment of the Vacant Property. Accordingly, Vacant Property shall be excluded from the Street Lighting Assessment contemplated hereunder. As Vacant Property is developed, an Assessment shall be imposed against the previously Vacant Property based upon the apportionment methodology approved herein and such property shall be added to the Street Lighting Assessment Roll approved by a subsequent Annual Rate Resolution in accordance with Section 3.08 of the Assessment Ordinance.

(M) It is fair and reasonable to use ERUs assigned based upon the size of General Parcels to apportion the Street Lighting Assessed Cost because the necessary pole spacing and illumination required to meet the City's lighting standards is driven by the size of the General Parcel.

(N) The Need Study and Rate Study have been considered by the City Commission in adopting this Resolution. The apportionment methodology and rate classification system described in the Rate Study and based upon the size of Tax Parcels and Equivalent Residential Units is reasonable and equitable, and will continue to be so as properties within the City develop and change; and it is also manageable

and capable of being fairly implemented from year to year without wasteful or extraordinary consumption of resources.

(O) The apportionment method described in the Rate Study and adopted in Section 3.03 hereof bears a reasonable relationship to the cost of providing Street Lighting Services.

(P) The apportionment method adopted and approved herein shall be the method utilized in preparation of the Street Lighting Assessment Roll for Fiscal Year 2023-24 and each Fiscal Year thereafter.

(Q) It is fair and reasonable to impose Street Lighting Assessments upon Developed Property, apportioned in the manner set forth in Section 3.03 hereof, to fund the Street Lighting Service Cost.

[Remainder of page intentionally left blank]

**ARTICLE II
NOTICE AND PUBLIC HEARING**

SECTION 2.01. ESTIMATED STREET LIGHTING SERVICE COST. The estimated Street Lighting Service Cost to be funded through Street Lighting Assessments for the Fiscal Year commencing October 1, 2023 is \$520,000. The Street Lighting Service Cost will be funded through the imposition of Street Lighting Assessments, as provided herein.

SECTION 2.02. STREET LIGHTING ASSESSMENT ROLL. The City Manager is hereby directed to prepare, or cause to be prepared, a Street Lighting Assessment Roll for Fiscal Year 2023-24 in the manner provided in Section 3.03 of the Assessment Ordinance. The Street Lighting Assessment Roll shall include all Tax Parcels within the City which are not otherwise excluded or exempted from payment of the Street Lighting Assessments hereunder. The City Manager shall apportion the estimated Street Lighting Service Cost to be recovered through Street Lighting Assessments in the manner set forth in Section 3.03 hereof. A copy of this Preliminary Rate Resolution, the Rate Study which summarizes information and analysis related to the estimated amount of the Street Lighting Assessed Cost to be recovered through the imposition of Street Lighting Assessments, and the preliminary Street Lighting Assessment Roll shall be maintained on file in the office of the City Clerk and open to public inspection. The foregoing shall not be construed to require that the preliminary Street Lighting Assessment Roll be in printed form if the amount of the Street Lighting Assessment for each parcel of property can be determined by the use of a computer terminal or internet access available to the public.

SECTION 2.03. PUBLIC HEARING. There is hereby established a public hearing to be held at 5:30 p.m. on August 28, 2023, in City Commission Chambers of City Hall, 95 Triplet Lake Drive, Casselberry, Florida 32707, at which time the City Commission will receive comments on the proposed Street Lighting Assessments from the public and affected property owners. Upon receiving any such comments, the City Commission will consider adoption of an Annual Rate Resolution establishing the rate of the Street Lighting Assessment for Fiscal Year 2023-24.

SECTION 2.04. NOTICE BY PUBLICATION. The City Manager shall direct the publication of a notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 3.04 of the Ordinance. The notice shall be published by August 8, 2023, in substantially the form attached hereto as Appendix A.

SECTION 2.05. NOTICE BY MAIL. The City Manager shall direct the mailing of notice of the public hearing authorized by Section 2.03 hereof in the manner and time provided in Section 3.05 of the Ordinance. The notice shall be mailed by August 8, 2023, in substantially the form attached hereto as Appendix B.

[Remainder of page intentionally left blank.]

**ARTICLE III
ASSESSMENTS**

SECTION 3.01. STREET LIGHTING ASSESSMENTS TO BE IMPOSED THROUGHOUT CITY. The Street Lighting Service Area consists of the entire area located within the boundaries of the City. Street Lighting Assessments shall be imposed on all Tax Parcels throughout the Street Lighting Service Area except Excluded Parcels. The Street Lighting Service Area constitutes an Assessment Area within the meaning of the Assessment Ordinance.

SECTION 3.02. IMPOSITION OF ASSESSMENTS. Street Lighting Assessments shall be imposed against property located within the Street Lighting Service Area, the annual amount of which shall be computed for each Tax Parcel in accordance with this Article III. When imposed, the Assessment for each Fiscal Year shall constitute a lien upon Assessed Property as provided in Section 2.05 of the Assessment Ordinance.

SECTION 3.03. APPORTIONMENT; DETERMINATION OF EQUIVALENT RESIDENTIAL UNITS.

(A) The apportionment method based upon the size of Tax Parcels for General Parcels and Equivalent Residential Units for Single Family Residential Parcels as described in the Rate Study is fair and reasonable and is hereby approved and adopted as the apportionment method for the Street Lighting Assessments.

(B) Single Family Residential Parcels constitute the vast majority of all Tax Parcels located within the Street Lighting Service Area.

(C) The cost of measuring or verifying the size of the benefitted parcel for each individual Single Family Residential Parcel greatly exceeds any benefit to be derived from individual measurement and verification,

(D) The average size of a Single Family Residential Parcel on which a Dwelling Unit has or can be constructed constitutes a reasonable proxy for determining the special benefit to those parcels.

(E) As described in the Rate Study, the average size of a Single Family Residential Parcel in the City is .26 acres which shall constitute one (1) ERU (one ERU = .26 acres) for purposes of calculating the Street Lighting Assessment for each Tax Parcel and preparing the annual Street Lighting Assessment Roll.

(F) One (1) ERU shall be attributed to each Single Family Residential Parcel, including condominiums, townhomes and individual mobile homes located outside a mobile home park.

(G) The number of ERU's attributed to each General Parcel shall be calculated as follows; provided, however, that each General Parcel shall be attributed at least one (1) ERU:

$$\frac{\text{Total Size of General Parcel (in acres)}}{.26 \text{ acres}} = \text{Number of ERU's}$$

(H) The proposed Assessment rate for Fiscal Year 2023-24 is \$42.86 per ERU.

(I) The maximum Assessment rate that can be imposed without further mailed notice for Fiscal Years thereafter is \$54.71 per ERU.

(J) Unless and until determined otherwise by City Commission, Vacant Property shall not be subject to Street Lighting Assessments.

(K) The determination as to whether a Tax Parcel is Developed Property, Vacant Property or Undevelopable Property shall be made using best available data prior to adoption of the Preliminary Rate Resolution or Annual Rate Resolution in subsequent Fiscal Years (e.g. Property Appraiser information, aerial images, visual inspection or data deemed reliable by the City or its consultants.)

(L) It is hereby ascertained, determined, and declared that the method of determining the Street Lighting Assessments as set forth in this Preliminary Rate Resolution is a fair and reasonable method of apportioning the Street Lighting Service Cost among Assessed Property.

SECTION 3.04. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds derived by the City from the Street Lighting Assessments shall be utilized for the provision of Street Lighting Services. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Street Lighting related services, facilities, improvements and programs.

SECTION 3.05. COLLECTION OF ASSESSMENTS. Street Lighting Assessments shall be collected pursuant to the Uniform Assessment Collection Act; provided, however, that Street Lighting Assessments for Government Property shall be collected pursuant to Section 5.03 of the Assessment Ordinance.

**ARTICLE IV
GENERAL PROVISIONS**

SECTION 4.01. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4.02. SEVERABILITY. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared to be severable.

SECTION 4.03. EFFECTIVE DATE. This Preliminary Rate Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 24th day of July, 2023.

**CITY COMMISSION OF
CASSELBERRY, FLORIDA**

(SEAL)

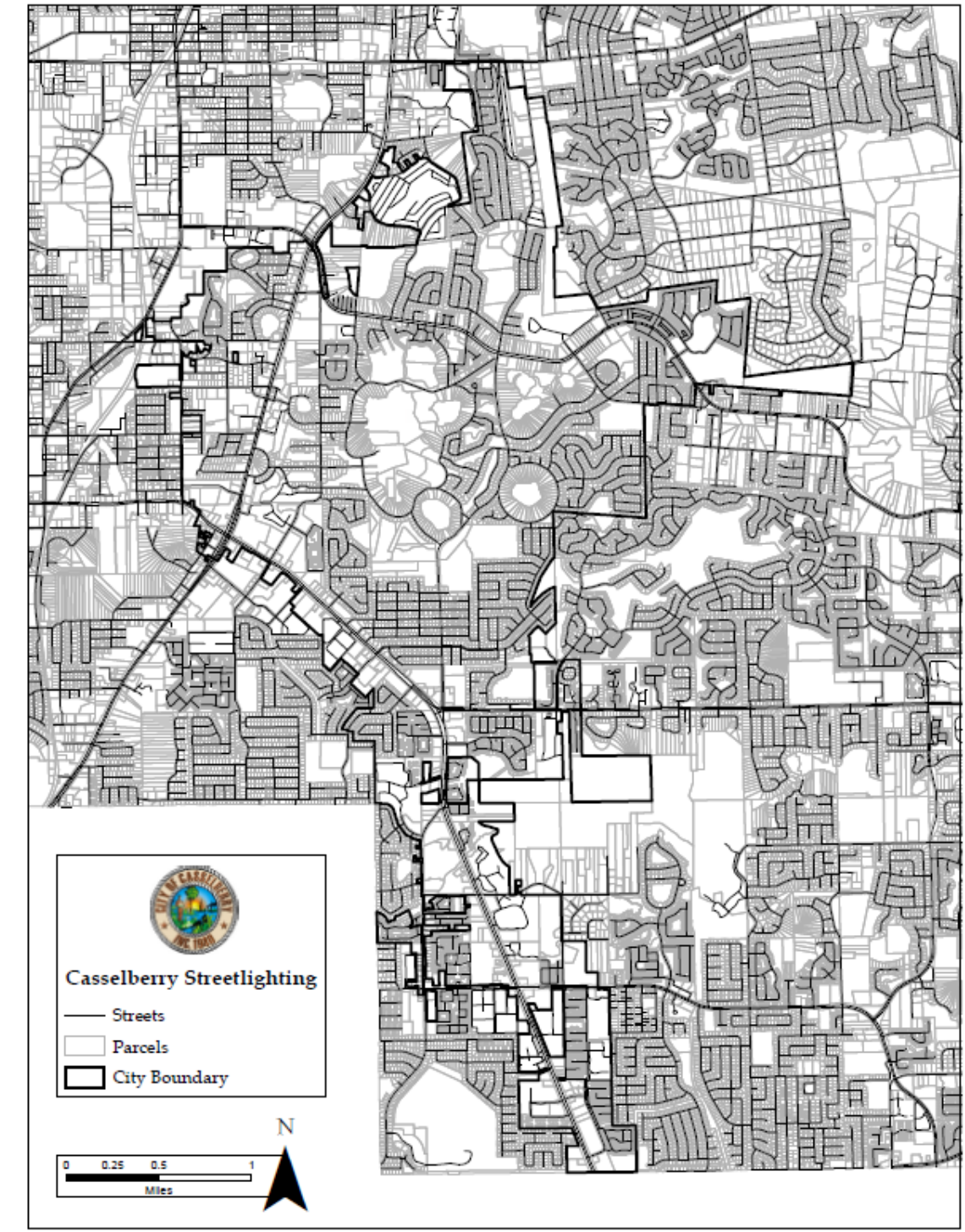
By: _____
David Henson
Mayor/Commissioner

Attest:

By: _____
Donna G. Gardner, CMC
City Clerk

APPENDIX A
FORM OF NOTICE TO BE PUBLISHED

To be published on or before August 8, 2023.



NOTICE OF HEARING
TO IMPOSE AND PROVIDE FOR COLLECTION OF
NON-AD VALOREM SPECIAL ASSESSMENTS TO FUND
STREET LIGHTING SERVICES

The City of Casselberry, Florida (the "City") imposes annual non-ad valorem special assessments to fund the provision of street lighting services each year. Notice is hereby given that the City Commission will conduct a public hearing to consider adoption of an annual rate resolution approving the rate of the street lighting assessment for the fiscal year commencing October 1, 2023 ("Fiscal Year 2023-24"). The annual rate resolution will provide for the imposition of special assessments, sometimes characterized as non-ad valorem assessments, against property located within City limits to fund street lighting services, and collection of the assessments by the Seminole County Tax Collector pursuant to the tax bill collection method described in Section 5.01 of City Ordinance No. 09-1301 (the "Assessment Ordinance"). The assessment is an annual assessment that will continue from year to year. The hearing will be held at 5:30 p.m. on August 28, 2023, in City Commission Chambers of City Hall, 95 Triplet Lake Drive, Casselberry, Florida 32707. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within twenty (20) days of this notice.

The assessments have been proposed to fund street lighting related essential services, facilities, equipment and improvements throughout the City. The assessment will be based upon the number of Equivalent Residential Units ("ERUs") attributable to each tax parcel as of the date the assessments are imposed. The City has determined that the size of the average single family residential parcel in the City is .26 acres, which is the value of one ERU. Single family residential parcels consisting of one dwelling unit, including individual residential condominium units, shall each be attributed one ERU. For all other parcels, the number of ERUs has been calculated individually for each parcel of property by dividing the total size of the parcel in acres by .26 acres, with a minimum of one (1) ERU attributed to each parcel. If approved by City Commission, the street lighting assessment will be imposed at the rate of \$42.86 per ERU for Fiscal Year 2023-24. A more specific description of the street lighting related services and the method of computing the assessment for each parcel of property are set forth in Resolution 23-3357 (the "Preliminary Rate Resolution") adopted by the City Commission on July 24, 2023. Copies of the Preliminary Rate Resolution, the Assessment Ordinance and the Street Lighting Assessment Roll listing all properties subject to the assessment are available for inspection at the office of the City Clerk, located at City Hall, at City Hall, 95 Triplet Lake Road, Casselberry, Florida 32707. If you have any questions, please contact Jane Dai at (407) 262-7725, extension1224.

ANY PERSON WISHING TO ENSURE THAT AN ADEQUATE RECORD OF THE PROCEEDINGS IS MAINTAINED FOR APPELLATE PURPOSES IS ADVISED TO MAKE THE NECESSARY ARRANGEMENTS FOR RECORDING AT HIS OR HER OWN EXPENSE. PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK AT LEAST FOUR DAYS IN ADVANCE OF THE MEETING AT (407) 262-7700, EXTENSION 1133.

**APPENDIX B
FORM OF NOTICE TO BE MAILED**

CASSELBERRY, FLORIDA

August _____, 2023

To be mailed on before August _____, 2023.

[Property Owner Name]

[Owner Street Address]

[City, State and Zip]

Re: Tax Parcel Identification Number: [Insert Number]

Tax Parcel Address: [Insert Address]

Dear City of Casselberry Property Owner:

The City of Casselberry, Florida (the "City") imposes annual non-ad valorem special assessments to fund the provision of street lighting services each year. Notice is hereby given that the City Commission will conduct a public hearing to consider adoption of an annual rate resolution approving the rate of the street lighting assessment for the fiscal year commencing October 1, 2023 ("Fiscal Year 2023-24"). The hearing will be held at 5:30 p.m., or soon thereafter, on August 28, 2023, in City Commission Chambers of City Hall, 95 Triplet Lake Drive, Casselberry, Florida 32707. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within twenty (20) days of this notice. This is not a new assessment program; the street lighting assessment has been imposed and collected each year since 2009.

Street lighting assessments are based upon the total number of "equivalent residential units" or "ERUs" attributable to each parcel. The City has determined that the size of the average single family residential parcel in the City is .26 acres, which is the value of one ERU, the unit of measurement to be applied against each parcel to determine the assessment. Single family residential parcels consisting of one dwelling unit, including individual residential condominium units, shall each be attributed one ERU. For all other parcels, the number of ERUs is calculated individually for each parcel of property by dividing the total size of the parcel in acres by .26 acres, with a minimum of one (1) ERU attributed to each parcel. A more specific description of the street lighting services and the method of computing the assessment for each parcel of property are set forth in Resolution 23- 3357 (the "Preliminary Rate Resolution") adopted by the City Commission on July 24, 2023.

The annual street lighting assessment rate for Fiscal Year 2023-24 will be \$42.86 per ERU. The maximum street lighting service assessment rate that can be imposed without further mailed notice for fiscal years thereafter is \$54.71 per ERU.

It is estimated that the City will collect \$520,000 from the street lighting assessments for Fiscal Year 2023-24. The above referenced parcel has been assigned the following ERUs and assessment amounts:

Number of Equivalent Residential Units (ERUs): [insert]

The FY 2023-24 annual street lighting assessment for the above parcel is: \$[insert]
The maximum annual street lighting assessment that can be imposed without further notice for future fiscal years is \$[insert].

You may also file written objections with the City Clerk within twenty (20) days of the date of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at (407) 262-7700, ext. 1133, at least 4 days prior to the date of the hearing. If you have any questions regarding this notice, please contact Jane Dai at (407) 262-7725, extension 1224.

Copies of the City's Assessment Ordinance (Ord. No. 09-1301), the Preliminary Rate Resolution, and the preliminary assessment roll listing all properties subject to the assessment are available for inspection at the City Clerk's office in City Hall, 95 Triplet Lake Drive, Casselberry, Florida 32707. The street lighting service assessment will be collected by the Tax Collector of Seminole County, pursuant to Chapter 197, Florida Statutes. Florida law provides that failure to pay the street lighting assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

*******DO NOT SEND PAYMENT - THIS IS NOT A BILL*******

City of Casselberry, FL

FY24 Street Lighting Assessment Update

FINAL REPORT

July 18, 2023



July 18, 2023

Mr. Christopher B. Roe
Bryant Miller Olive P.A.
1545 Raymond Diehl Rd., Suite 300
Tallahassee, FL 32308

Subject: Final Report - Street Lighting Assessment Update

Dear Mr. Roe:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to provide this Final Report summarizing the results of the above referenced project. The purpose of the project was to update the City's current Street Light Assessment Program, including determining the appropriate assessment rates and a Street Light Assessment Roll.

The following sections present the background of the City's Street Light Assessment Program, our scope of work, the analysis conducted, the results of the study and our recommendations.

We appreciate the fine support provided by you and the members of City staff who participated in the project, and it has been a pleasure working with you. If you have any questions or require additional information, please do not hesitate to contact me at (904) 923-1466 or via email at mburton@raftelis.com.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Michael Burton', with a stylized flourish at the end.

Michael Burton
Executive Vice President

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Section 1 – Introduction

Raftelis was contracted to perform a FY24 Street Light Assessment Program Update for the City’s Street Light System. The study evaluated the financial sustainability of the Street Light System for a ten year projection period and the results show the annual Street Light Assessment Rate increases needed each year to continue to be financially sustainable for a ten-year forecast period.

This report presents the results of an analysis to evaluate and update the Street Light Assessment Program of the City of Casselberry (the "City"). The terms “street lights”, “street lighting” and “street lighting service” as used in this study refer to the dusk to dawn street lighting that is provided by the City, throughout the City, for the benefit of the residents of the City.

1.1 Background

In May 2023, the City engaged the services of the law firm of Bryant Miller Olive (BMO) to update the City’s Street Light Assessment program and BMO retained the services of Raftelis Financial Consultants, Inc. (Raftelis) to evaluate the above referenced Street Light Assessment Program, and to update the assessments based upon current costs and assessable parcels within the City. This report presents the results of the study conducted by Raftelis.

1.2 2023 Streetlight Need Study (the Need Study).

In 2023 the City commissioned a Street Light Need Study which was conducted by Kimley-Horn. The Goal of the study was to prioritize lighting projects within the City of Casselberry. The first step was to conduct an inventory of existing light fixtures in the City. Next, other City-wide conditions were analyzed and data was processed visually using GIS software and analyzed to prioritize needed projects. A cost analysis was conducted and after evaluating existing conditions, lighting gaps, crash data, and crime data, a prioritization strategy of needed projects was developed. Three tiers of prioritization of needed projects was developed for consideration by the City. Tier one included high priority projects, Tier 2 included medium priority projects and Tier 3 included low priority projects. After considering the results of the study the City decided to proceed with a Tier 2.5 approach with a total ten-year capital cost of \$1,272,975 which was divided into equal annual capital costs of \$127,297.50, and additional operating costs associated with the additional capital costs of \$167,269 over ten-years. This information was provided to us and was included in the Street Lighting revenue requirements in our analysis presented in this report, as the cost associated with the proposed improvements from the Need Study is the main reason the City is evaluating this assessment update at this time.

1.3 Objective and Scope

The objective of this study was to evaluate the City’s current Street Light Assessment Program (Assessment Program), and to develop updated assessment rates and an updated assessment roll that

will recover the full cost requirement of providing street lighting throughout the City for FY24 (and maximum rates for subsequent years) in proportion to the benefit received by properties in the City from the street lighting provided by the City.

1.4 Study Procedures

During this study we evaluated the current Street Light Assessment Program including the cost apportionment methodology and the assessment rate structure. We have not recommended changes to the current cost apportionment and exemption policies and we developed recommended assessment rates and an assessment roll based upon those current policies.

In order to develop recommended assessments for FY 2024, we identified the full FY 2024 cost requirements for the provision of Street Light Service. In order to determine the FY 2024 Street Light Assessment revenue requirements, the City provided the Street Light Program's historical and budgeted financial information, including historical operating expenditures, the FY 2022 Casselberry Annual Comprehensive Financial Report (ACFR), the FY23 Operating Budget and the preliminary FY24 operating budget, which included annual operations and maintenance costs as well as annual capital costs.

We then determined the FY24 Street Light Revenue Requirement in the context of a long range projection of revenues, expenses and fund balance to ensure that the Street Light Fund is financially sustainable over a multi-year projection period. The results of that analysis are presented in the Appendix to this report. Based upon that long term financial plan the FY24 revenue requirement was determined and recommended assessment rates were developed.

The FY24 Street Light Revenue Requirement was then apportioned to residential and non-residential property classes based upon an FY24 Street Light Assessment Roll of assessable properties provided to us by the City. Property classifications were based upon Department of Revenue (DOR) property use codes for each parcel as maintained on the Property Appraiser's database and allocations to property classes was based upon the structure of the current Street Light Assessment Program.

We accomplished this work through interactive work sessions with City staff. During these work sessions we evaluated all cost components of the revenue requirements, the benefits derived by property classes, current exemption policies for certain property classes and other features of the Street Light Assessment Program. This was accomplished by use of visual representations projected on a viewing screen from our assessment rate model. In this way, we identified the recommended Street Light Assessments presented in this report that will allow the City to meet its FY24 Street Light Service cost requirements. We also identified subsequent annual percentage adjustments that will be required for the Street Light Assessments over a ten-year projection period in order to determine a reasonable maximum assessment rate that could be adopted to address cost escalation in future years and to accomplish the majority of improvements proposed in the Need Study.

1.5 Non-Ad Valorem Assessments

The development of a non-ad valorem assessment for any municipal service requires that the service for which properties are to be assessed confers a special benefit upon the property burdened by the special assessment. Simply stated, there must be a logical relationship between the service provided and the benefit to real property assessed for the service.

In order to satisfy this requirement, the costs associated with providing the service must be reasonably apportioned to the properties that receive a benefit from the service provided in proportion to the benefit received. Therefore, the recommended Street Light Assessments calculated in this study were developed such that the costs of providing Street Light Service will be recovered through assessments to properties in proportion to the benefit received by the availability of Street Light Service to those properties.

1.6 Summary of Relevant Florida Law Governing Special Non-Ad Valorem Assessments

This section discusses relevant Florida Law regarding special non-ad valorem assessments as it relates to the City's Street Light Assessment Program. The discussion covers how Florida law relates to special benefit and proportional benefit.

Special non-ad valorem assessments are a revenue source available to local governments in Florida to fund capital improvements as well as operations and maintenance expenses for essential services such as roads, drainage, fire/rescue services, utilities, etc. Florida case law has established two requirements for the imposition of a non-ad valorem special assessment. These two requirements have become known as the two-pronged test. They are:

1. The property assessed must derive a special benefit from the improvement, service or facilities provided, and
2. The assessment must be fairly and reasonably apportioned among the properties that receive the special benefit.

1.7 Special Benefit

In considering special benefit, the following question must be considered, "Can a special benefit be derived from Street Light Service by all properties within the City to meet the first prong of the two-pronged test?". The answer is yes, based in part upon the Florida Supreme Court determination in *Fire District No. 1 of Polk County v. Jenkins*, that a sufficient special benefit was derived by the availability of fire services to justify the imposition of the special assessment. Also, in *Meyer v. City of Oakland Park*, the Court upheld a sewer assessment on both improved and unimproved property, stating that the benefit need not be direct or immediate but must be substantial, certain and capable

of being realized within a reasonable time. Nor must the benefit be determined in relation to the existing use of the property. Florida Statutes generally authorize the imposition of special assessments to fund street lighting services. See, for example, section 125.01(1)(q), Florida Statutes, which authorizes counties to establish "municipal service benefit units" within which to fund a wide range of services, including street lighting, through special assessments; and section 170.01, Florida Statutes, pursuant to which cities may impose special assessments to fund street lighting. The Florida Supreme Court has determined that street lighting services convey the special benefit necessary to support an assessment program. *Winter Springs v. State*, 776 So.2d 255 (Fla. 2001).

1.8 Proportional Benefit

It is well settled under Florida law that local governments are afforded great latitude regarding legislative determinations of special benefit and reasonable apportionment of costs (as evidenced by the Florida Supreme Court finding in *City of Boca Raton v. State of Florida*), that the apportionment of benefits is a legislative function, and if reasonable persons may differ as to whether the land assessed was benefitted by the local improvement, the findings of the city officials must be sustained. In *City of Boca Raton v. State of Florida*, the Florida Supreme Court also determined that the manner of the assessment is immaterial and may vary within the community, as long as the amount of the assessment for each tract is not in excess of the proportional benefits as compared to other assessments on other tracts.

Section 2. Analysis and Recommendations

This section presents our analysis of the current Street Light Assessment Program, the basis for the recommended refinements to the current assessment program, recommended assessment rates by property class, and an evaluation of the impact of the recommended assessments upon various properties of different property types. The methodology used resulted in assessments to individual properties that are in proportion to the benefit received by the availability of Street Light Service to the properties to be assessed.

2.1 Special Benefit

We have evaluated the City Street Light Assessment Program, as well as the finding of benefit from the prior study by Burton & Associates in 2014, and we have concluded that the assessable properties within the City benefit from Street Light services as follows:

1. Improved access to property by enhancing identification or recognition
2. Beautification or aesthetics
3. Enhanced lighting and safety
4. Enhanced property values

2.2 Fair and Equitable Apportionment of Street Light Costs to Parcels

The current assessment program includes an apportionment methodology based upon parcel size and the concept of Equivalent Residential Units, or ERUs, which are used to approximate the relative benefit conveyed by street lighting services to tax parcels of varying acreage. In the current methodology an ERU represents the size of the average residential single family parcel, which in 2014 was determined to be .26 acres.

We performed an evaluation of the current acres per parcel for assessable single family parcels in the City and determined that the current acres per assessable single family parcels is .26 acres.

Therefore, in the current methodology each non-residential parcel is converted to ERUs by dividing its size in acres by .26 acres with no minimum assessment amount.

Each single family residential parcel (including condominiums, town homes and individual mobile homes) is assumed to be one ERU. Multi-family are parcels with more than one dwelling unit, or more than one assigned space for dwelling units (such as mobile home parks) and all multi-family parcels have been converted to ERUs by dividing the parcel size in acres by .26 acres, with each multi-family parcel converting to a minimum of one ERU. All other assessable parcels are converted to ERUs by dividing the parcel size in acres by .26 acres, with commercial parcel converting to a minimum of one ERU.

Parcels that receive no benefit from street lighting, such as swamp lands, submerged parcels, etc. were excluded from the assessment, and a number of parcels in subdivisions that fund their own street lights through a Home Owners Association (HOA) have been determined to be exempt from the assessment.

The total revenue requirement is then divided by the total assessable residential and non-residential ERUs to derive the assessment rate per ERU. This rate per ERU is then applied to each assessable parcel based on the number of ERUs that each parcel contains to determine the assessment for each parcel.

2.3 Evaluation and Recommendations

The following presents our evaluation of the current Street Light Assessment Program, and our recommendations for the proposed Street Light Assessment Program.

1. The City provides street lighting throughout the City at levels of service that are essentially equal throughout the City. Therefore, we recommend continuation of the current methodology of a city-wide rate structure.
2. We recommend, and have included in the calculation herein, that each single family residential parcel (including condominiums, town homes and individual mobile homes) is assumed to be one ERU. All other assessable parcels are converted to ERUs by dividing the parcel size in acres by .26 acres, with a minimum of one ERU.
3. We recommend, and have included in the calculation herein, that parcels that receive no benefit from street lighting, such as swamp lands, submerged parcels, etc. be excluded from the assessment.
4. The provision of Street Lighting Services for Vacant Property primarily benefits adjacent Developed Property rather than preserving the value of Vacant Property or the use and enjoyment of the Vacant Property. Accordingly, Vacant Property has been excluded from the Street Lighting Assessment. As Vacant Property is developed, an Assessment shall be imposed against the previously Vacant Property based upon the apportionment methodology described herein and such property shall be added to the Street Lighting Assessment Roll approved by a subsequent Annual Rate Resolution.
5. It is our conclusion that Home Owners' Associations (HOAs) that fund street lights on platted internal rights-of-way in their subdivision should be excluded from the Street Light Assessment but that exclusion of multi-family parcels is not warranted for the following reasons:

HOAs fund street lights on platted internal right-of-ways; whereas, multi-family parcels fund lights within their parcel, much as a large commercial parcel, such as a big box store, funds lights within its parcel to illuminate parking and building access. The function of the street lights funded by HOAs is the same as the function of the street lights funded by the City's assessment program, that is, the lighting of platted right-of-ways. Therefore, if parcels in HOAs that fund street lights on platted internal right-of-ways within their subdivisions were not excluded from the City's Assessment Program, the parcels in those subdivisions would be funding street lights on platted right-of-ways twice, once through the City's assessment and again through their HOA fees.

However, in multi-family parcels, the lights that are funded internally for illumination within the parcel are not duplicative of the lights on platted right-of-ways that are funded by the City's assessment program; therefore, it is appropriate for multi-family parcels to be included in the City's Street Light Assessment Program.

A listing of the HOAs that are excluded from the proposed Street Light Assessment in the updated assessment program is presented in the table below:

Excluded Home Owners Associations (HOAs)
Lake Griffin Estates Lost Lake Estates Legacy Park Legacy Park - Phase III Field Club Summit Village Greenville Commons Brittany Gardens Hamlet in the Park Villas of Casselberry Winward Square

2.4 Assessment of Governmental Properties

We recommend, and have included in the calculation herein, that governmental properties be allocated their share of the street lighting cost burden and be direct-billed for the amounts due. The amount allocated to government parcels for FY24 is \$17,138. However, it is anticipated that the City may not collect the assessments from governmental properties and the City should anticipate the need to subsidize the Street Light Fund for any governmental assessments that are not paid.

Section 3. Assessment Rates, Roll and Property Impact

It is important when developing assessment rates for the Street Light Assessment Program, that the rates be developed in the context of a long range projection of revenues, expenses and fund balance to ensure that the Street Light Fund is financially sustainable over a multi-year projection period.

Therefore, we developed a ten-year projection for the Street Light Assessment Program which shows the recommended annual assessment rate adjustments, and a ten year financial projection of cash flow and year end fund balance fore the Street Light Assessment Program. The results of this analysis are presented in the Appendix, and the calculation of the recommend FY24 Street Light Assessment Rates are presented in the following section.

3.1.1 Recommended Assessment Rates

We developed assessment rates based upon the methodology described in Section 2.2 - Fair and Equitable Apportionment of Street Light Costs to Parcels as documented in the following tables.

3.1.2 FY24 Street Light Budget

The Street Light FY24 budget provided to us by City staff is presented in the table below:

FY24 Budget		
Division Account Number	Division Account Name	Amount
31.00	Professional Services	\$300.00
42.00	Freight & Postage	100.00
43.00	Utility Services	57,046.78
	Lake Kat (from Agreement - Energy)	682.56
	Quail (est assuming 4 lights)	86.40
	Sunset (est)	2,467.32
44.00	Rentals and Leases	327,930.36
	Lake Kat (from Agreement - Rental + Maintenance)	9,014.40
	Quail (est assuming 4 lights)	1,541.76
	Sunset (est)	31,611.96
46.00	Repairs and Maintenance	15,000.00
47.00	Printing and Binding	100.00
48.00	Promotional Activities	0.00
49.00	Other Current Charges and Obligations	0.00
Total		\$445,882

3.1.3 FY24 Street Light Revenue Requirement and Rate Calculation

The assessment revenue requirement and rate calculation is presented in the table on the following page followed by an adjustment to billed assessment revenue, the calculation of the billed assessment revenue for FY24, and a distribution of ERUs and assessment revenue by property class for FY24.

Assessment Rate Calculation	
Assessment Revenue Requirement	\$519,863
Assessable ERUs	12,129
Assessment Rate Per ERU	\$42.86

FY24 Revenue Requirements	
Expenses:	
Operations & Maintenance	\$445,882
Expenses from Capital Costs	\$3,041
Total O&M Expenses	\$448,923
Plus: Cash Funded Capital Projects	\$111,042
Total Expenses	\$559,965
Less: Offsetting Revenues and Sources of Funds:	
Transfer from General Fund	-\$17,138
Interest Earnings	-\$362
Use of Fund Balance per Financial Plan (1)	-\$43,397
Revenue Requirements before Allowance for Collections	\$499,068
Plus: Gross up for Non-Collections	\$20,795
Billed Assessment Revenue	\$519,863

(1) See Appendix for ten-year Financial Plan

Distribution by Property Class			
Rate Class Description	# of Parcels	# of ERUs	Revenue
Residential	7,190	7,190	\$308,163
Multi Family	114	1,245	\$53,344
Commercial	445	2,854	\$122,335
Churches	15	244	\$10,453
Private Schools	5	197	\$8,430
Government	34	400	\$17,138
Exempt	1,629	-	\$0
Excluded	7	-	\$0
Total	9,439	12,129	\$519,863

As stated earlier, government parcels are included in the apportionment of the revenue requirement based upon ERUs, but it is not anticipated that assessment revenues will be collected from those governmental parcels. For FY24 the total amount that is apportioned to governmental parcels, as shown above, is \$17,138. Since this cost is not anticipated to be recovered in the Street Light Assessment Program, the City will need to look to external sources of funding for this amount of street lighting costs, such as the General Fund. This amount is included as a Transfer from the General Fund in the revenue requirements presented above in the calculation of net revenue for the Street Light Program.

3.1.3 Maximum Street Light Assessment Rate

We applied an estimated 2.75% annual increase in the assessment rate to the FY24 assessment rate over a ten year projection period to determine a maximum Street Light Assessment Rate per ERU to be considered for adoption. There is no requirement that the Street Light Assessment Rate be

changed in the future, but adoption of a maximum rate will require only the normal local notice and hearing requirements to adopt increases that may be necessary in future years, up to the maximum rate. Based upon the above described calculation, the maximum Street Light Assessment Rate recommended for consideration is \$54.71 per ERU.

In the Resolution adopted for the 2014 Street Light Assessments, the maximum Street Lighting Assessment Rate recommended for consideration was \$42.84 per ERU. Based upon the Plan of Annual Rate Increases presented below, the maximum amount adopted in 2014 will be reached in FY24. Therefore, we recommend that the City proceed with the required first mail notice and hearing process to establish the street light assessments for the projected needs over the next ten years.

Plan of Annual Rate Increases											
Fiscal Year	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
Percentage Increase	NA	34.44%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
Rate per ERU	\$31.88	\$42.86	\$44.04	\$45.25	\$46.49	\$47.77	\$49.08	\$50.43	\$51.82	\$53.25	\$54.71

3.1.4 Comparison of the Proposed FY24 Street Light Assessment Rate to the Current Assessment Rate

A comparison of the proposed assessment rate to the current assessment rate is presented in the table below followed by a comparison of the impact of the proposed assessment rate upon a sample of various property classes.

Comparison of Current and Proposed Assessment Rates		
	Annual Rate	Effective Monthly Rate
Current Assessment Rate	\$31.88	\$2.66
Proposed Assessment Rate	\$42.86	\$3.57
Increase in Amount	\$10.98	\$0.92
Percentage Increase	34.44%	34.44%

Assessment Rate Comparison						
Average Sized Parcels by Property Type	Average Acres	Acres per ERU	ERUs	Assessment Per ERU	Proposed Assessment	Effective Monthly Amount
Single Family	NA	NA	1	\$42.86	\$42.86	\$3.57
Multi Family 10 or More	18.46427	0.26	71.01644	\$42.86	\$3,043.76	\$253.65
Retail Store	0.932275	0.26	3.585674	\$42.86	\$153.68	\$12.81
Retail Center-Anchored	8.461757	0.26	32.54522	\$42.86	\$1,394.89	\$116.24
Retail Center-Unanchored	2.391995	0.26	9.199983	\$42.86	\$394.31	\$32.86
Churches	4.227353	0.26	16.25905	\$42.86	\$696.86	\$58.07
Commerce Center	1.268413	0.26	4.878511	\$42.86	\$209.09	\$17.42
Commercial Big Box	19.77151	0.26	76.04426	\$42.86	\$3,259.26	\$271.60

3.1.5 Street Light Assessment Roll

We developed a Street Light Assessment Roll (Roll) of all parcels within the City that will receive a Street Light Assessment. This Roll includes specific information for each parcel, including the recommended FY24 Street Light Assessment. Upon approval by the City Commission, the Roll will be delivered to the City electronically and a copy of the Roll will be available at the City Clerk's office.

4. Appendix

The following pages include an Appendix that presents the details of the financial plan that we developed for the Street Light Program.

A1 Street Light FY24 Operations & Maintenance Budget and Annual Capital Requirements

The FY24 Operations and Maintenance Budget and the annual capital requirements for the FY24 – FY33 Street Light program are presented below, and the Financial Projection for the Street Light Program is presented on the following page.

FY24 Operations & Maintenance Budget

FY24 Budget		
Division Account Number	Division Account Name	Amount
31.00	Professional Services	\$300.00
42.00	Freight & Postage	100.00
43.00	Utility Services	57,046.78
	Lake Kat (from Agreement - Energy)	682.56
	Quail (est assuming 4 lights)	86.40
	Sunset (est)	2,467.32
44.00	Rentals and Leases	327,930.36
	Lake Kat (from Agreement - Rental + Maintenance)	9,014.40
	Quail (est assuming 4 lights)	1,541.76
	Sunset (est)	31,611.96
46.00	Repairs and Maintenance	15,000.00
47.00	Printing and Binding	100.00
48.00	Promotional Activities	0.00
49.00	Other Current Charges and Obligations	0.00
Total		\$445,882

FY24 – FY33 Capital Plan (based upon capital project information provided by City staff)

Street Light Capital Program												
Project Description	Total Project Cost to be Funded	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
Year 1	\$111,042	\$0	\$111,042	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 2	\$114,374	\$0	\$0	\$114,374	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 3	\$117,805	\$0	\$0	\$0	\$117,805	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Year 4	\$121,339	\$0	\$0	\$0	\$0	\$121,339	\$0	\$0	\$0	\$0	\$0	\$0
Year 5	\$124,979	\$0	\$0	\$0	\$0	\$0	\$124,979	\$0	\$0	\$0	\$0	\$0
Year 6	\$128,728	\$0	\$0	\$0	\$0	\$0	\$0	\$128,728	\$0	\$0	\$0	\$0
Year 7	\$132,590	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$132,590	\$0	\$0	\$0
Year 8	\$136,568	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$136,568	\$0	\$0
Year 9	\$140,665	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$140,665	\$0
Year 10	\$144,885	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$144,885
Total	\$1,272,975	\$0	\$111,042	\$114,374	\$117,805	\$121,339	\$124,979	\$128,728	\$132,590	\$136,568	\$140,665	\$144,885

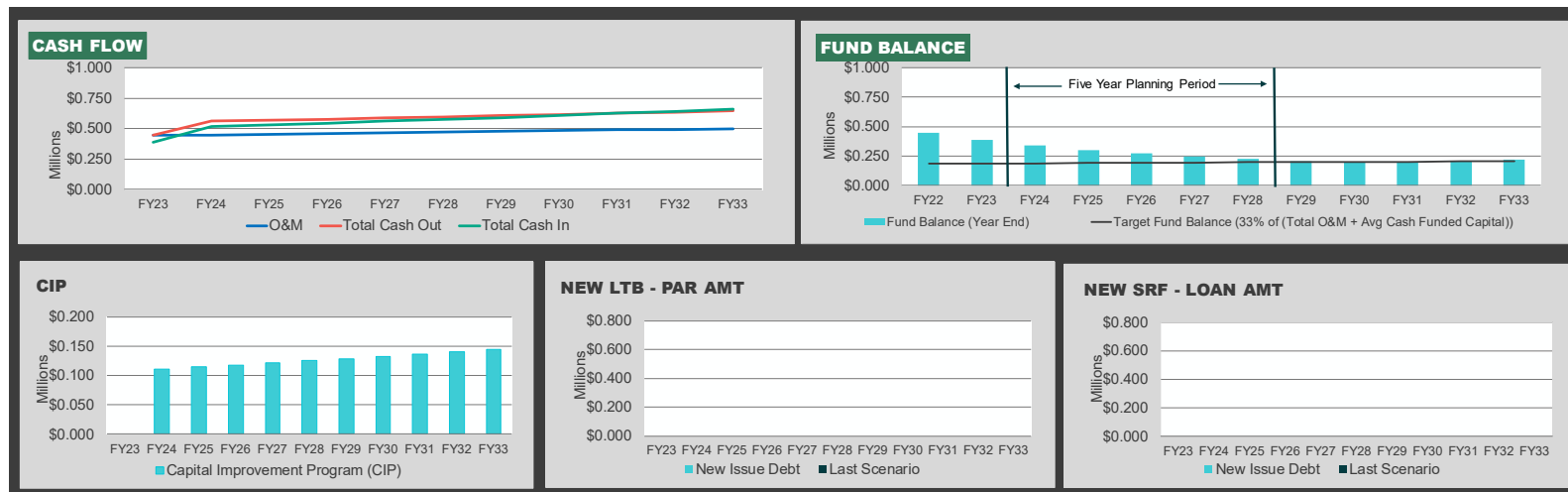
A2 Street Light Program Financial Projection

The Plan of Annual Assessment Rate Adjustments, a Graphical Depiction of Annual Cash Flow and Year End Fund Balance, and the Ten-Year Financial Plan for the Street Light Program are presented below and on the following page:

Plan of Assessment Rate Increases

Plan of Annual Rate Increases											
Fiscal Year	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
Percentage Increase	NA	34.44%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
Rate per ERU	\$31.88	\$42.86	\$44.04	\$45.25	\$46.49	\$47.77	\$49.08	\$50.43	\$51.82	\$53.25	\$54.71

Graphical Depiction of the Ten-Year Financial Plan



The Ten-Year Financial Projection is on the following page.

Ten-Year Financial Projection

Ten-Year Financial Projection										
	FY24	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33
Revenue:										
Annual Percentage Increase	34.44%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%	2.75%
Assessment Rate per ERU	\$42.86	\$44.04	\$45.25	\$46.49	\$47.77	\$49.08	\$50.43	\$51.82	\$53.25	\$54.71
Billed Assessment Revenue	519,863	534,159	548,848	563,942	579,450	595,385	611,758	628,581	645,867	663,629
Less: Allowance for Collections 4%	-20,795	-21,366	-21,954	-22,558	-23,178	-23,815	-24,470	-25,143	-25,835	-26,545
Estimated Collected Assessment Revenue	\$499,068	\$512,793	\$526,894	\$541,384	\$556,272	\$571,570	\$587,288	\$603,438	\$620,033	\$637,084
Other Sources of Funds:										
Transfer from General Fund	17,138	17,609	18,094	18,591	19,103	19,628	20,168	20,722	21,292	21,878
Plus Interest Earnings	362	321	286	256	232	215	204	200	204	214
Total Sources of Funds	\$516,568	\$530,723	\$545,274	\$560,232	\$575,607	\$591,413	\$607,660	\$624,361	\$641,528	\$659,176
Expenses:										
Operations and Maintenance Budget	\$445,882	\$448,405	\$450,943	\$453,496	\$456,062	\$458,644	\$461,240	\$463,850	\$466,476	\$469,116
Expenses from Capital Costs	3,041	6,083	9,124	12,165	15,206	18,248	21,289	24,330	27,371	30,413
Total O&M Expenses	\$448,923	\$454,488	\$460,067	\$465,661	\$471,269	\$476,891	\$482,528	\$488,180	\$493,847	\$499,528
Cash Funded Capital Projects	111,042	114,374	117,805	121,339	124,979	128,728	132,590	136,568	140,665	144,885
Total Expenses	\$559,965	\$568,861	\$577,872	\$586,999	\$596,248	\$605,620	\$615,119	\$624,748	\$634,512	\$644,413
Net Income	-\$43,397	-\$38,138	-\$32,598	-\$26,768	-\$20,640	-\$14,207	-\$7,459	-\$387	\$7,017	\$14,762
Beginning Year Fund Balance	\$383,674	\$340,277	\$302,139	\$269,542	\$242,774	\$222,133	\$207,926	\$200,467	\$200,080	\$207,096
Plus: Net Income	-43,397	-38,138	-32,598	-26,768	-20,640	-14,207	-7,459	-387	7,017	14,762
Fund Balance Year End	\$340,277	\$302,139	\$269,542	\$242,774	\$222,133	\$207,926	\$200,467	\$200,080	\$207,096	\$221,859
Minimum Fund Balance Required	188,216	190,071	191,931	193,795	195,665	197,539	199,418	201,302	203,191	205,084
Fund Balance Excess/Deficit	\$152,061	\$112,068	\$77,611	\$48,979	\$26,469	\$10,387	\$1,049	-\$1,222	\$3,906	\$16,774



CITY MANAGER M E M O R A N D U M

7.C.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Resolution 23-3358 - Annual Rate Resolution for Sausalito Assessment Area

Introduction: Approval of Resolution 23-3358 as the Annual Rate Resolution for the Fiscal Year 2023-2024 assessment roll for the Special Assessment for the Sausalito Assessment Area, associated with the replacement Sausalito Shores subdivision wall, is requested.

Background: Previously, the wall for the Sausalito Shores subdivision along Red Bug Lake Road had become a structural and aesthetic concern and was in need of replacement. At the request of the Sausalito Shores Homeowner's Association (HOA) in October 2012, Public Works staff presented possible options to address this issue, focusing on the concept of the City enacting a special assessment so that homeowners could pay for a new wall over time via their property tax bill. Passage of such a special assessment is governed by the City's Ordinance No. 09-1301, as amended by Ordinance 18-1492. This Ordinance references Florida Statutes Sections 197.3632 and 197.3635 regarding the Uniform Assessment Collection Act, which allows for collection of non-ad valorem assessments on the same bill as ad valorem taxes.

In October 2012, the Sausalito Shores HOA Board unanimously approved a recommendation to proceed with the special assessment process for the wall. However, as was discussed at the meeting, neither the HOA nor the City at that time had an easement over the wall, which is divided across 29 individual lots in the subdivision. By September 2017, all needed easements had been obtained and executed. In 2018 the City proceeded with advance-funding design, contracting with CPH, Inc. to design the wall.

A Resolution of Intent (Resolution 18-3073) was passed on December 10, 2018 to potentially allow for a special assessment for Fiscal Year 2020. As indicated in said Resolution, such an assessment would impact Sausalito Sections Two, Three, and Four (commonly known as "Sausalito Shores"). It would not affect the Sausalito Condominium.

A solicitation of bids (Ref: ITB-2019-0441) for the construction of the wall was released on February 28, 2019, with a bid opening date of April 9, 2019. The apparent lowest, responsive and responsible bid was received by Cohen Construction, Inc. in the amount of \$1,411,504.00. In addition to the costs of the contractor, additional costs were outlaid in order to reconstruct the wall. These included estimates for a construction contingency, inspection services, permitting, loan issuance costs, etc. The total cost to construct the wall inclusive of incurred and anticipated expenditures was estimated to be \$1,690,380.51, before financing and interest costs.

On July 22, 2019, the City Commission approved Resolution 19-3107, which was the Initial Assessment Resolution. It addressed the following: 1) describing the property within the Sausalito Assessment Area, 2) providing estimated capital cost of the project, 3) determining property will be specially benefited, 4) establishing assessment method, 5) directing preparation of an Initial Assessment Roll, 6) directing publishing of notice of Public Hearing for the Final Assessment Resolution, and 7) authorizing the date, time, and place of the Public Hearing.

On August 26, 2019, the City Commission approved Resolution 19-3112, the Final Assessment Resolution, in order to enact the Special Assessment to replace the Sausalito Shores subdivision wall. The Resolution memorialized findings, ratified the Initial Assessment Resolution, approved the Assessment Roll, imposed the Assessment, and directed its collection. Construction of the wall has since been completed, and the wall has been turned over to the HOA to insure and maintain.

Discussion: Ordinance No. 09-1301 requires adoption of an Annual Rate Resolution during its budget process for each fiscal year to approve the assessment roll for said fiscal year. Resolution 23-3358 serves as the Annual Rate Resolution to approve the assessment roll for Fiscal Year (FY) 2023-2024.

In 2022 staff conducted an analysis of actual costs and revenues to determine whether any changes to the annual assessment amount should be made. With regard to costs, staff determined that design, construction, and inspection costs together were approximately \$48,721 under budget. With regard to revenue, staff estimated approximately \$5,706 less than anticipated per year was being received. Considering the scale of the cost savings vs. the estimated annual underrun in revenues based on this previous analysis, staff recommends no change to the annual assessment amount for FY 2023-24. Therefore, the annual assessment rate per home in Sausalito Shores will continue to be \$364.39. Staff will continue to monitor actual revenues to determine if changes to the rate in a future fiscal year should be pursued.

Budget Impact: There is no Fiscal Year 2022-2023 budget impact due to this item. Projected revenues from the Special Assessment will be included in the Fiscal Year 2023-2024 budget.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Resolution 23-3358.

Prepared by: Kelly Brock, Public Works & Utilities Director

Attachments:

1. Resolution 23-3358

RESOLUTION 23-3358

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING THE ASSESSMENT ROLLS FOR THE SAUSALITO ASSESSMENT AREA ESTABLISHED PURSUANT TO ORDINANCE NO. 09-1301, AS AMENDED BY ORDINANCE 18-1492; ESTABLISHING THE LIENS ASSOCIATED THEREWITH; DIRECTING THAT THE ASSESSMENT ROLLS BE CERTIFIED TO THE SEMINOLE COUNTY TAX COLLECTOR; PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Casselberry, Florida, enacted Ordinance 09-1301 on August 10, 2009, as amended by Ordinance 18-1492 (the “Ordinance”), to provide for the creation of assessment areas and authorize the imposition of special assessments to fund the construction and maintenance of local improvements to serve the property located therein; and

WHEREAS, pursuant to the Ordinance, the City Commission created and imposed a special assessment within the Sausalito Shores subdivision through Resolution 19-3107 on July 22, 2019, and pursuant to Final Resolution 19-3112 adopted on August 26, 2019, the City Commission created and imposed a special assessment within the Sausalito Shores subdivision for construction of a subdivision wall; and

WHEREAS, pursuant to the provisions of the Ordinance, the City Commission is required to adopt an “Annual Rate Resolution” during its budget process for each fiscal year to approve the assessment roll for such fiscal year.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The foregoing recitals are affirmed and incorporated as part of this Resolution.

SECTION 2. Authority. This Resolution is adopted pursuant to the Ordinance, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 3. Definitions. This Resolution is the Annual Rate Resolution as defined in the Ordinance. All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the implementing resolutions adopted pursuant thereof.

SECTION 4. Approval of Assessment Rolls. The assessment rolls on file with the City Clerk for the Sausalito Assessment area are hereby approved. Pursuant to Section 197.3632, Florida Statutes, each assessment roll shall be certified to the Seminole County Tax collector prior to September 15th of each year.

SECTION 5. Assessment Liens. Special Assessments imposed within the assessment area listed on the rolls described in Section 4 hereto shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption of this Resolution and shall attach to the property included on the assessment roll as of January 1 of this tax period, the lien date for ad valorem taxes.

SECTION 6. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 7. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of _____, A.D. 2023.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor/Commissioner



CITY MANAGER M E M O R A N D U M

7.D.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Resolution 23-3359 - Utility Easement Agreement with FLTR LLC for Parcel ID: 34-21-30-519-0000-0360 (2409 Antilles Drive)

Introduction: Resolution 23-3359 provides for a Utility Easement Agreement with FLTR LLC for utilities located on the property of 2409 Antilles Drive.

Background: The City of Casselberry owns and operates a potable water distribution system made up of different materials and sized water mains. The Potable Water Master Plan proposed a capital improvements program for the water distribution system. One of these projects includes the replacement of approximately 13,500 linear feet of water main in the Windward Square subdivision due to its age and pipe material. The water mains were built in 1974 and are made up of asbestos cement pipe, which the City has been proactively removing from the system. The Windward Square Subdivision is made up of private roadways which are owned by Windward Square Homeowners Association, Inc. At the time the utility lines and subdivision were built, utility easements were developed and dedicated to the City of Casselberry for the operation and maintenance of the distribution and collection systems located throughout this community.

On October 14, 2019, the City Commission approved Task Authorization No. 2 with Hazen and Sawyer for the design of the Windward Square Water Main Replacement Project. On the same date, the City Commission approved Task Authorization No. 3 with Southeastern Surveying and Mapping for utility surveying services associated with this project. After surveying was performed, it was determined that the majority of the existing water lines are outside of the previously recorded easements. On March 28, 2022, the City Commission approved Resolution 22-3301 for the Utility Easement Agreement with Windward Square Homeowners Association (HOA), Inc. for the Windward Square Subdivision, which includes a blanket easement to the City through the Windward Square Subdivision for the construction, installation, operation, maintenance and repair of public water and sewer utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances. This Utility Easement Agreement allowed the City to continue the design of the Windward Square Water Main Replacement. Through the surveying and design process, it was determined that additional water lines are located outside of the designated utility easements and outside the executed Utility Easement Agreement with Windward Square Homeowners Association.

Discussion: Through surveying, a City water line was found at the property of 2409 Antilles Drive. In order to maintain and replace the water main, a Utility Easement Agreement is required to be recorded. FLTR LLC, the owner of 2409 Antilles Drive, has

executed a Utility Easement Agreement in favor of the City. The agreement grants and conveys a utility easement at 2409 Antilles Drive for the installation and maintenance of water infrastructure located within the property. Resolution 23-3359 provides for approval of the Utility Easement Agreement.

Budget Impact: There is no impact to the City Budget.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Resolution 23-3359 approving the Utility Easement Agreement with the owner of 2409 Antilles Drive.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Resolution 23-3359
2. Utility Easement Agreement

RESOLUTION 23-3359

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING A UTILITY EASEMENT AGREEMENT WITH FLTR LLC ON PARCEL ID: 34-21-30-519-0000-0360 (2409 ANTILLES DRIVE); PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City owns public utilities located on Parcel ID: 34-21-30-519-0000-0360 (2409 Antilles Drive) which are not currently within an approved utility easement; and

WHEREAS, the property owner, FLTR LLC, has agreed to grant a utility easement over a portion of the property for the necessary construction, installation, operation, maintenance, and repair of public utilities; and

WHEREAS, Public Works & Utilities Department staff has reviewed the Utility Easement Agreement with FLTR LLC and finds it favorable to meet the needs of the City.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Utility Easement Agreement with FLTR LLC on Parcel ID: 34-21-30-519-0000-0360 (2409 Antilles Drive), attached hereto, and authorizes the Mayor to execute said document on behalf of the City.

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

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

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

PASSED and ADOPTED this _____ day of _____, AD 2023.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

Prepared by and return to:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Parcel Id: 34-21-30-519-0000-0360

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **FLTR LLC, as Trustee of the 2409 Antilles Land Trust** dated 4/21/2023, whose address is 4767 New Broad Street, Orlando, FL 32814 ("Grantor") and the **CITY OF CASSELBERRY, FLORIDA**, a municipal corporation ("Grantee") whose address is 95 Triplet Lake Drive, Casselberry, FL 32707.

W I T N E S S E T H:

WHEREAS, Grantor is the owner of that certain real property located in Casselberry, Seminole County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property which is described on **Exhibit "B"** attached hereto (the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances (all of which are referred to as the "Utilities").

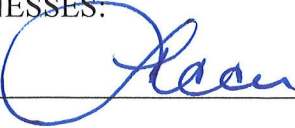
NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Utilities.
3. Incidental Rights. The easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities located within the Easement Area.

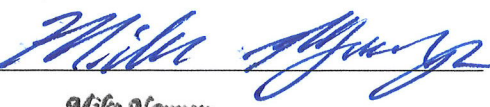
4. Construction and Maintenance Expenses. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, or removal of debris or dirt caused by or resulting from such activities. Grantee will be responsible for any documentation required for permitting projects related to construction, installation, operation, maintenance and repair of the Utilities. The Grantee will keep records indicating the compliance with all applicable laws, and any required notification and memorialization procedures, including the National Emissions Standards for Hazardous Air Pollutants.
5. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this easement and all applicable governmental regulations now in existence or hereafter created.
6. Duration. The easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
7. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein, or in the alternative, a mortgagee consent and joinder is attached hereto or a separate consent and joinder will be recorded.
8. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision, the prevailing party in any such litigation and any appeals shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
9. Governing Law. The easement shall be governed by and construed in accordance with the laws of the State of Florida.
10. Recordation. The original of this agreement shall be recorded in the Public Records of Seminole County, Florida, at the expense of the Grantee.
11. Binding Covenant. The covenant and rights set forth in this agreement shall run with the title to the lands described in **Exhibit "A"** and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Utility Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:


Nancy Licari

(print)


Mike Nguyen

(print)

GRANTOR

FLTR LLC, a Florida limited liability company,
as Trustee of the 2409 Antilles Land Trust
dated 4/21/2023

By: 

Print name: ISAAC MANZO

Title: Manager

It is expressly understood and agreed between the parties and all successors and assigns that this instrument is executed by the Trustee, not personally, but as Trustee in exercise of authority conferred upon such Trustee. No personal liability or responsibility is assumed by or shall be enforceable against said Trustee, either express or implied.

STATE OF FLORIDA
COUNTY OF SEMINOLE ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22 day of JUNE, 2023, by ISAAC MANZO the Manager of FLTR LLC, as Trustee of the 2409 Antilles Land Trust dated 4/21/2023, (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.

 Nancy Licari
Notary Public – State of Florida
Print Name: Nancy Licari
My Commission expires: _____

GRANTEE

CITY OF CASSELBERRY

ATTEST:

By: _____
David Henson, Mayor / Commissioner

Donna G. Gardner, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by David Henson, Mayor of the City of Casselberry, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

EXHIBIT "A"
PROPERTY

Lot 36, Windward Square Section One, according to the plat thereof as recorded in Plat Book 19, Page 86, Public Records of Seminole County, Florida.

EXHIBIT "B"
EASEMENT AREA

SCHEDULE "A"

DESCRIPTION:

A portion of Lot 36, Windward Square Section One according to the plat thereof as recorded in Plat Book 19, Page 86, Public Records of Seminole County, Florida. being more particularly described as follows:

Begin at the Northwest corner of Lot 36, Windward Square Section One according to the plat thereof as recorded in Plat Book 19, Page 86, Public Records of Seminole County, Florida; thence North 88°59'31" East, a distance of 8.32 feet along the North line of said Lot 36; thence departing said North line, South 00°11'16" East, a distance of 39.87 feet; thence North 89°30'30" West, a distance of 7.75 feet to the West line of said Lot 36; thence North 01°00'29" West, a distance of 39.66 feet along said West line to the POINT OF BEGINNING.

Containing 320 square feet, more or less.

James E
Mazurak

Digitally signed by James E
Mazurak
DN: c=US, o=Florida,
dnQualifier=A01410D0000017F
D5B17B7E0007ED12, cn=James E
Mazurak
Date: 2022.12.08 13:09:19 -05'00'

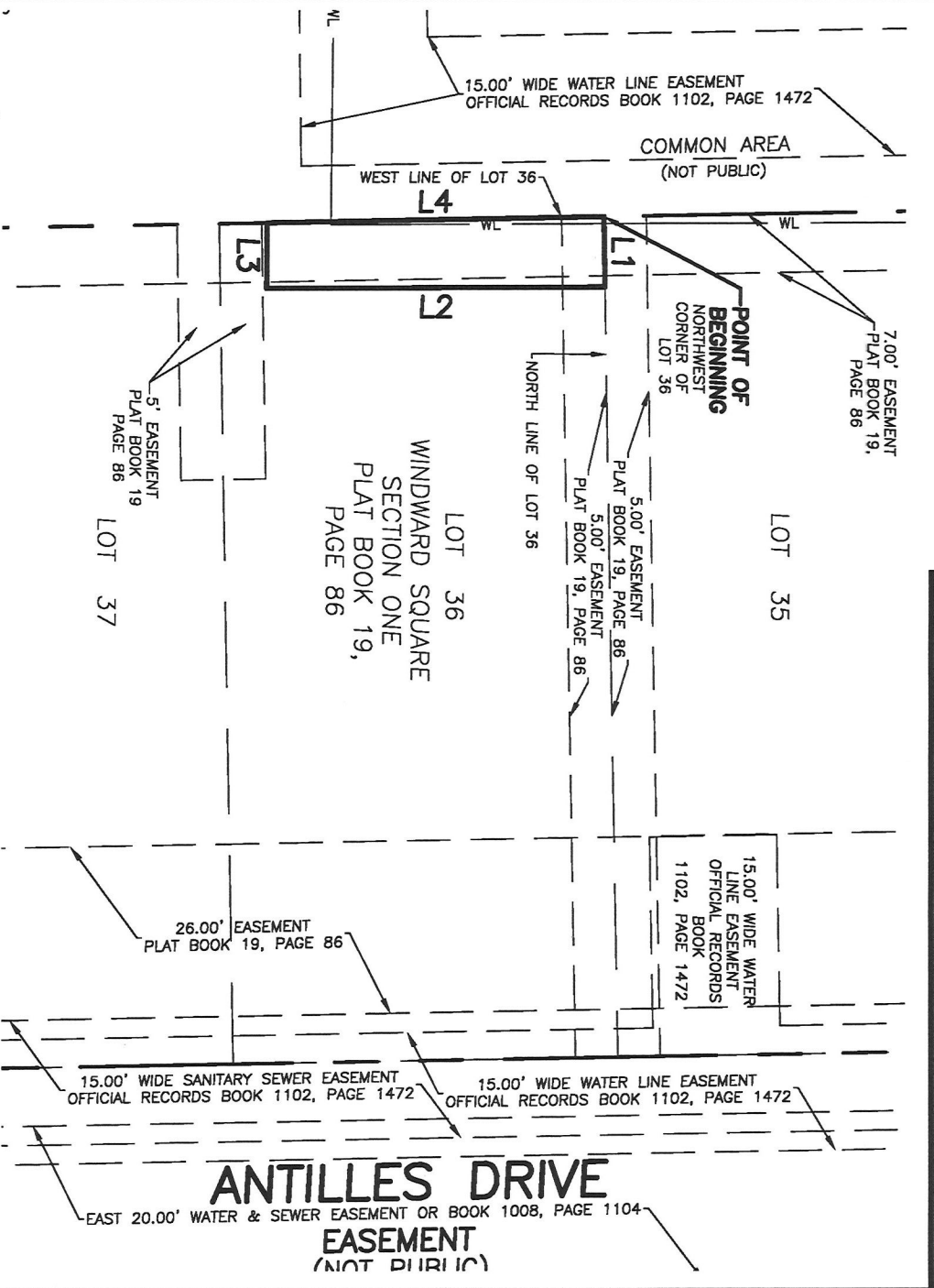
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on North line of Lot 36, Windward Square Section One according to the plat thereof as recorded in Plat Book 19, Page 86, Public Records of Seminole County, Florida; being North 88°59'31" East. (assumed)
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

NOT VALID WITHOUT SHEETS 1-2

SKETCH & DESCRIPTION	Date: SEPTEMBER 23, 2022 SK		Certification Number LB2108 62890010
	Job Number: 62890	Scale: 1" = 20'	 SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. Revision: 11/23/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
FOR CITY OF CASSELBERRY	JAMES E. MAZURAK, PSM Registered Land Surveyor Number 6377		

SKETCH OF DESCRIPTION



1" = 20'
GRAPHIC SCALE
0 20'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°59'31"E	8.32'
L2	S00°11'16"E	39.87'
L3	N89°30'30"W	7.75'
L4	N01°00'29"W	39.66'

LEGEND & ABBREVIATIONS:

L = LINE
-WL- = WATER LINE



Drawing No. 62890010
Job No. 62890
Date: SEPTEMBER 23, 2022
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY.
NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com

SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 Al American Boulevard
Orlando, Florida 32810-4360
(407) 292-8680
Certification Number LB2108

Prepared by and return to:
Catherine D. Reischmann, Esq.
Garganese, Weiss, D'Agresta & Salzman, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801

LIMITED LIABILITY COMPANY AFFIDAVIT

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, a Notary Public, personally appeared ISAAC MANZO,
("Affiant"), who after being sworn, deposes and states that:

1. Affiant is a (*check one*) ☒ manager or ☐ member of **FLTR LLC**, a Florida limited liability company ("Company"), and is authorized to manage the Company. Company is the **Trustee of the 2409 Antilles Land Trust dated 4/21/2023** (the "Trust"), and as such Affiant has personal knowledge of the matters stated in this Affidavit, all of which are true and correct to the best of Affiant's information and belief.
2. The Company is currently in good standing and existence under Florida law and has not been terminated or dissolved. Further, that full compliance with all requirements regarding the conveyance of Company property contained in the Company's organization documents and all regulations have been completed.
3. The Company is (*check one*) ☒ manager managed or ☐ member managed and Affiant is authorized to execute conveyances of real property on behalf of the Company.
4. That neither FLTR LLC, nor any member of the Company have been adjudicated bankrupt or is currently a debtor in any bankruptcy or other insolvency proceeding.
5. Affiant acknowledges and understands that this affidavit is given under oath for the specific purpose of inducing the City of Casselberry, Florida, to accept the conveyance of an easement described in **Exhibit "A,"** and is relying on the representations contained herein.

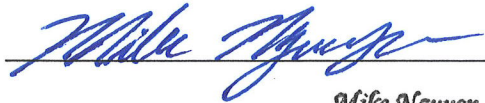
[signature page to follow]

FLTR LLC

Witnesses:



Print Name: Nancy Licari



Print Name: Mike Nguyen



(signature)

ISAAC MANZO

(print name)

Manager

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization, this 22 day of JUNE, 2023, by ISAAC MANZO,
(check one) ☒ who is personally known to me or ☐ who provided
as identification.

(NOTARY SEAL)





Notary Public Signature

Nancy Licari

Typed or Printed Notary Name

Notary Public

My Commission Expires: _____

EXHIBIT "A"

SCHEDULE "A"

DESCRIPTION:

A portion of Lot 36, Windward Square Section One according to the plat thereof as recorded in Plat Book 19, Page 86, Public Records of Seminole County, Florida. being more particularly described as follows:

Begin at the Northwest corner of Lot 36, Windward Square Section One according to the plat thereof as recorded in Plat Book 19, Page 86, Public Records of Seminole County, Florida; thence North 88°59'31" East, a distance of 8.32 feet along the North line of said Lot 36; thence departing said North line, South 00°11'16" East, a distance of 39.87 feet; thence North 89°30'30" West, a distance of 7.75 feet to the West line of said Lot 36; thence North 01°00'29" West, a distance of 39.66 feet along said West line to the POINT OF BEGINNING.

Containing 320 square feet, more or less.

James E
Mazurak

Digitally signed by James E
Mazurak
DN: c=US, o=Florida,
dnQualifier=A01410D0000017F
D5B17B7E0007ED12, cn=James E
Mazurak
Date: 2022.12.08 13:09:19 -05'00'

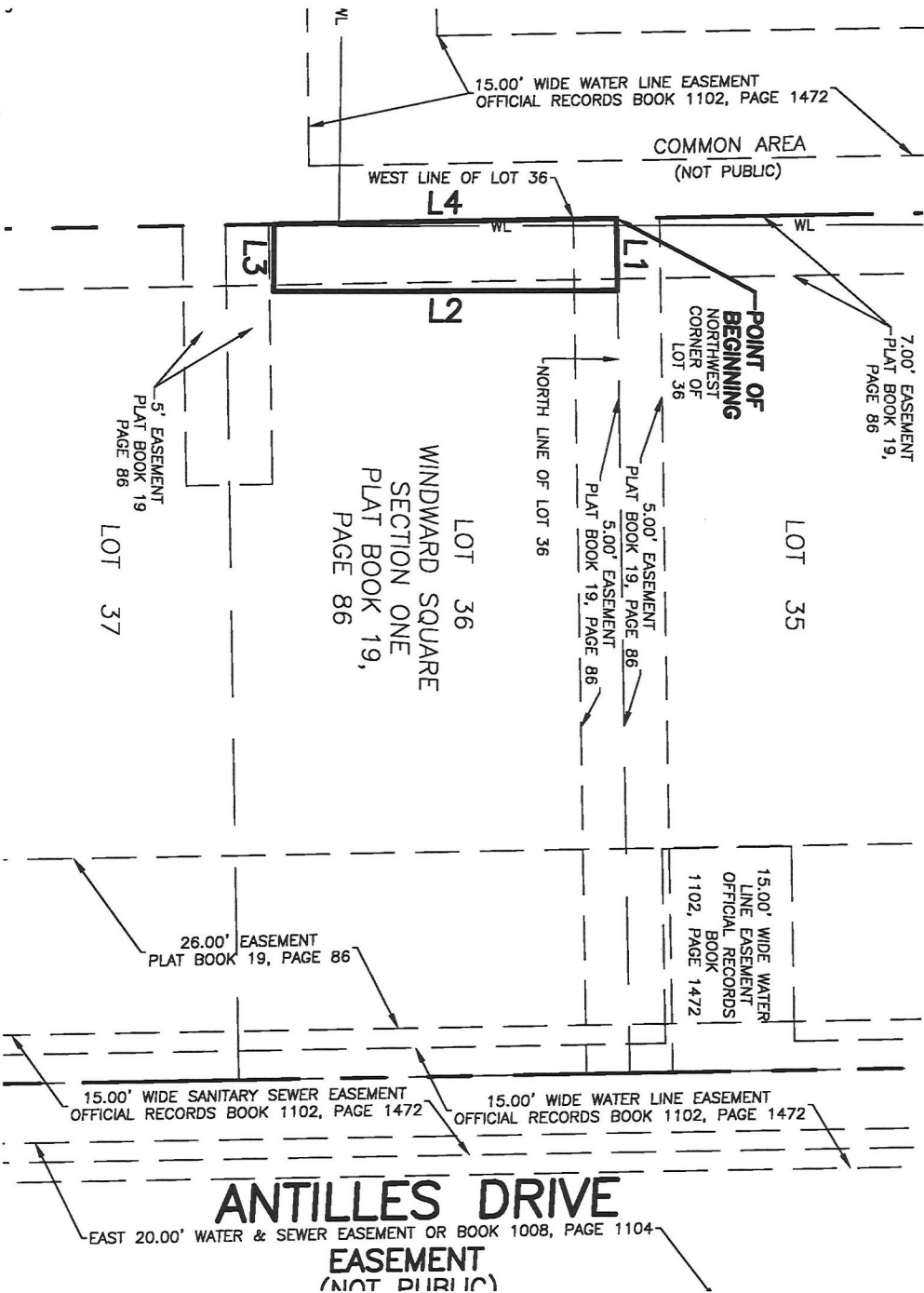
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on North line of Lot 36, Windward Square Section One according to the plat thereof as recorded in Plat Book 19, Page 86, Public Records of Seminole County, Florida; being North 88°59'31" East. (assumed)
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements of Florida Administration Code.

NOT VALID WITHOUT SHEETS 1-2

SKETCH & DESCRIPTION	Date: SEPTEMBER 23, 2022 SK		Certification Number LB2108 62890010
	Job Number: 62890	Scale: 1" = 20'	 SSMC TM SUE • SURVEY • GIS SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY. Revision: 11/23/2022		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		
FOR CITY OF CASSELBERRY	JAMES E. MAZURAK, PSM Registered Land Surveyor Number 6377		

SKETCH OF DESCRIPTION



LEGEND & ABBREVIATIONS:
 L = LINE
 -WL- = WATER LINE

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N88°59'31"E	8.32'
L2	S00°11'16"E	39.87'
L3	N89°30'30"W	7.75'
L4	N01°00'29"W	39.66'

1" = 20'
 GRAPHIC SCALE
 0 20'



Drawing No. 62890010
 Job No. 62890
 Date: SEPTEMBER 23, 2022
 SHEET 2 OF 2
 See Sheet 1 for Description

THIS IS NOT A SURVEY.
 NOT VALID WITHOUT SHEET 1 THROUGH 2 e-mail: info@southeasternsurveying.com



SOUTHEASTERN SURVEYING
 AND MAPPING CORPORATION
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407) 292-8580
 Certification Number LB2108



CITY MANAGER M E M O R A N D U M

7.E.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Resolution 23-3360 - Utility Easement Agreement with 1082 CF LLC for Parcel ID: 21-21-30-530-0000-0050 (1082 SR 436)

Introduction: Resolution 23-3360 provides for a Utility Easement Agreement with 1082 CF LLC for utilities located on the property of 1082 CF LLC.

Background: The City of Casselberry owns and operates a wastewater collection and transmission system made up of gravity sewer lines, lift stations, and force mains. The Wastewater and Reclaimed Water Master Plan proposed a capital improvement program for the wastewater collection and transmission system. One of the projects included replacing the Sausalito Force Main due to its age and the increasing frequency of breaks. On December 9, 2019, the City Commission awarded Task Authorization #7 with CHA Consulting Inc. (formerly Reiss Engineering), which provided for preliminary design, subsurface utility engineering, topographical survey, geotechnical services, final design, permitting, bidding services, and limited construction services for the Sausalito Force Main Replacement Project.

The scope of this project consists of furnishing all labor, equipment, and materials necessary to replace 5,850 linear feet of 8-inch and 10-inch force main along Winter Park Drive, SR 436 and Sausalito Boulevard from the Marigold Master Lift Station to the Sausalito Lift Station. The pipe will be replaced using a mixture of horizontal directional drilling, open-cut, and pipe bursting methods. On January 24, 2022, the City awarded the work to U.S. Water Services Corporation in the amount of \$1,456,568.

Discussion: Due to material shortages, the project had a delayed start date and began construction on May 1, 2023. Through utility locates and Contractor led field inspections, it was determined that a portion of the force main requiring replacement is outside of the right-of-way and located on the property of 1082 SR 436. It was determined a Utility Easement Agreement needed to be obtained in order to properly replace the force main without impacting surrounding utilities. 1082 CF LLC, the owner of 1082 SR 436, has executed a Utility Easement Agreement in favor of the City. The agreement grants and conveys a utility easement at 1082 SR 436 for the installation and maintenance of utility infrastructure located within the property. Resolution 23-3360 provides for approval of the Utility Easement Agreement .

Budget Impact: There is no impact to City budget.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Resolution 23-3360 approving the Utility Easement Agreement with the owner of 1082 SR 436.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Resolution 23-3360
2. Utility Easement Agreement

RESOLUTION 23-3360

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING A UTILITY EASEMENT AGREEMENT WITH 1082 CF LLC ON PARCEL ID: 21-21-30-530-0000-0050 (1082 SR 436); PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the City owns public utilities located on Parcel ID: 21-21-30-530-0000-0050 (1082 SR 436) which are not currently within an approved utility easement; and

WHEREAS, the property owner, 1082 CF LLC, has agreed to grant a utility easement over a portion of the property for the necessary construction, installation, operation, maintenance, and repair of public utilities; and

WHEREAS, Public Works & Utilities Department staff has reviewed the Utility Easement Agreement with 1082 CF LLC and finds it favorable to meet the needs of the City.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Utility Easement Agreement with 1082 CF LLC on Parcel ID: 21-21-30-530-0000-0050 (1082 SR 436), attached hereto, and authorizes the Mayor to execute said document on behalf of the City.

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

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

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

PASSED and ADOPTED this _____ day of _____, AD 2023.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

Prepared by:
Catherine D. Reischmann, Esq.
111 N. Orange Ave., Ste. 2000
Orlando, FL 32801

Return to:
City Clerk
95 Triplet Lake Drive
Casselberry, FL 32707

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT is made and entered into this 11th day of July, 2023, by and between **1082 CF LLC**, a Florida limited liability company, whose address is 888 NE 79th Street, Miami, FL 33138 ("Grantor") and the **CITY OF CASSELBERRY, FLORIDA**, a municipal corporation ("Grantee") whose address is 95 Triplet Lake Drive, Casselberry, FL 32707.

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Casselberry, Seminole County, Florida, more particularly described as set forth on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant and convey unto Grantee a non-exclusive public utility easement to, over, under, upon, across and through that certain portion of the Property which is described on **Exhibit "B"** attached hereto (hereinafter referred to as the "Easement Area"), for the construction, installation, operation, maintenance and repair by Grantee, or its employees, agents or designees, of public utility lines, mains, pipes, pumps, valves, wires, structures, electrical controls, cables and similar appurtenances (hereinafter referred to as the "Utilities"); and

WHEREAS, Grantor reserves all right, title, interest, privilege, and the full enjoyment of the Property and the use thereof for all purposes not inconsistent with the use specified above; and

WHEREAS, Grantor warrants that he has full authority to grant this easement.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement by Grantor. Grantor does hereby create, grant, convey and declare to exist a non-exclusive Easement to, over, under, upon, across and through the Easement Area for the purpose of construction, installation, operation, maintenance and repair of the Utilities, provided that all such Utilities shall be installed underground.
3. Incidental Rights. The Easement hereby created and granted includes the creation of all incidental rights reasonably necessary for the use and enjoyment of the Easement Area for its intended purposes, including, specifically, the right of entry for purposes of construction, installation, operation, maintenance and repair of any Utilities located within the Easement Area.
4. Construction and Maintenance Expenses. Grantee shall bear the entire cost and expense of any construction, repair, alteration, replacement or removal activities performed within the Easement Area. The Grantee shall also, at Grantee's cost and expense, restore the Property and Easement Area to the condition which existed prior to any such construction, repair, alteration, replacement or removal activities, including but not limited to, revegetation, resodding, repaving, or removal of debris or dirt caused by or resulting from such activities.
5. Indemnification. Grantee covenants and agrees to indemnify and hold harmless the Grantor from any and all claims for the payment of any compensation or damages for injury to persons (including wrongful death) or damage to property resulting from the use by the Grantee of the Easement Area or from the maintenance of any utilities by Grantee, together with any and all court costs and attorney fees incurred by Grantor in connection with such claims. The Grantee in no way waives its sovereign immunity damages cap under Fla. Stat. 768.28.
6. Use. Use of the Easement Area and entry upon the Property will at all times conform to and comply with the terms of this Easement and all applicable governmental regulations now in existence or hereafter created.
7. Duration. The Easement hereby granted and conveyed to, over, under, upon, across, and through the Easement Area shall be perpetual in duration.
8. Warranty of Title. Grantor hereby warrants that: (i) Grantor owns the fee simple title to the Property, (ii) Grantor has good right and lawful authority to convey the Easement granted herein, and (iii) the Property is not encumbered by any mortgages or other matters which would prohibit the use of the Easement Area for the purposes contemplated herein.
9. Litigation and Attorneys Fees. In the event it shall be necessary for Grantor or Grantee to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the Court.
10. Governing Law. The Easement shall be governed by and construed in accordance with the laws of the State of Florida.

11. Recordation. The original of this agreement shall be recorded in the Public Records of Seminole County, Florida, at the expense of the Grantor.

11. Binding Covenant. The covenant and rights set forth in this Agreement shall run with the title to the lands described in **Exhibit "A"** and the benefits and burdens hereof shall bind and inure to the benefit of all successors in interest to the parties hereto.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Utility Easement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:



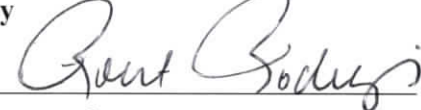
Kristina Leiter
(print)



Alejandro Leiter
(print)

GRANTOR

1082 CF LLC, a Florida limited liability company

By: 

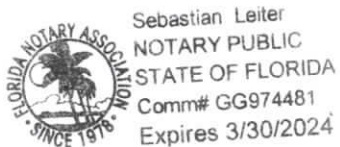
Print name: ROBERT RODRIGUEZ

Title: CFO

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of July, 2023, by Robert Rodriguez, the CFO of 1082 CF LLC, a Florida limited liability company (check one) ☒ who is personally known to me or ☐ who produced _____ as identification.



Notary Public – State of Florida
Print Name: Sebastian Leiter
My Commission expires: 03/30/2024

GRANTEE

CITY OF CASSELBERRY

ATTEST:

By: _____
David Henson, Mayor / Commissioner

Donna G. Gardner, City Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by David Henson, Mayor of the City of Casselberry, Florida, who is personally known to me.

Notary Public – State of Florida
Print Name: _____
My Commission expires: _____

EXHIBIT "A"
PROPERTY

**Lot 5, CASSELBERRY MARKETPLACE PLAT, according to the map or plat thereof,
recorded in Plat Book 82, Page 74, of the Public Records of Seminole County, Florida.**

EXHIBIT "B"
EASEMENT AREA

The West 30 feet of Lot 5, CASSELBERRY MARKETPLACE PLAT, according to the map or plat thereof, recorded in Plat Book 82, Page 74, of the Public Records of Seminole County, Florida.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, FIRST NATIONAL BANK OF SOUTH MIAMI ("Mortgagee"), the owner and holder of the that certain Mortgage and Security Agreement dated August 5, 2021, and recorded in Official Records Book 10017, Page 1294, of Seminole County, Florida, hereby consents and joins in the foregoing Easement, and subordinates its mortgage lien encumbering all or any part of the Property (as described in the foregoing Easement) to the Easement.

12th IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this July day of July, 2023.

WITNESSES:

[Signature]
Maribel Morales
(print)

[Signature]
Melody Hernandez
(print)

FIRST NATIONAL BANK OF SOUTH MIAMI

By: [Signature]

Print name: Karen A. Brady

Title: Sr. Vice President, CRM

Address: 5750 Sunset Drive, South Miami, FL 33143

STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of July, 2023, by Karen Brady the Sr. Vice President of FIRST NATIONAL BANK OF SOUTH MIAMI, (check one) ☒ who is personally known to me or ☐ who produced as identification.



[Signature]
Notary Public
Print Name: Maria Garcia-Casals
My Commission expires:



CITY MANAGER M E M O R A N D U M

7.F.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Resolution 23-3361 - Declaration of Surplus Real Property Located on Iris Road, Parcel #16-21-30-5BS-0000-1360

Introduction: Approval of Resolution 23-3361 declaring surplus real property located on Iris Road, Parcel #16-21-30-5BS-0000-1360 and approval to sell is requested.

Background: Pursuant to the City's Procurement Policy for the sale of surplus real property and procedures, adopted on June 22, 2020 via Resolution 20-3166, Resolution 23-3361 declares City-owned surplus real property located on Iris Road, Parcel #16-21-30-5BS-0000-1360 in accordance with policy and procedures.

Discussion: All previously declared City-owned surplus real property has been sold or re-assessed and utilized for another public purpose. The only City-owned real property to be declared surplus at this time is: located on Iris Road, Casselberry, Florida 32707, Tax Parcel ID 16-21-30-5BS-0000-1360. Staff anticipates selling this property in an "AS-IS" condition. It is currently an undeveloped lot.

Budget Impact: There is no impact to the City's budget at this time.

Recommendation: The City Manager recommends approval of Resolution 23-3361 Declaration of Surplus Real Property located on Iris Road, Parcel #16-21-30-5BS-0000-1360 and approval to sell.

Prepared by: Lorie Mertens, Executive Assistant to City Manager

Attachments:

1. Resolution 23-3361
2. Parcel Description

RESOLUTION 23-3361

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, DESIGNATING SURPLUS REAL PROPERTY LOCATED ON IRIS ROAD, PARCEL #16-21-30-5BS-0000-1360 TO ENABLE THE SALE OF SAID PROPERTY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, by Resolution 20-3166, the City of Casselberry established a policy that City owned real property must be declared as surplus real property by the City Commission prior to its sale; and

WHEREAS, all prior City-owned surplus real property has been sold or re-assessed and utilized for another public purpose; and

WHEREAS, the City of Casselberry desires to declare Parcel ID 16-21-30-5BS-0000-1360 located on Iris Road as surplus in order to place this City-owned real property for sale.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves designating Parcel ID 16-21-30-5BS-0000-1360 located on Iris Road and described below as surplus real property and enable the sale of said property.

E 25 FT OF LOT 136
QUEENS MIRROR SOUTH
PB 9 PG 44

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

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

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

PASSED and ADOPTED this _____ day of _____, AD 2023.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

Property Record Card



Parcel 16-21-30-5BS-0000-1360

Property Address IRIS RD CASSELBERRY, FL 32707

Parcel Location

Site View



Sorry, No Image
Available at this Time

Parcel Information

Value Summary

		2023 Working Values	2022 Certified Values
		Cost/Market	Cost/Market
Parcel	16-21-30-5BS-0000-1360		
Owner(s)	CASSELBERRY CITY OF		
Property Address	IRIS RD CASSELBERRY, FL 32707		
Mailing	95 TRIPLET LAKE DR CASSELBERRY, FL 32707-3252		
Subdivision Name	QUEENS MIRROR SOUTH		
Tax District	C1-CASSELBERRY		
DOR Use Code	80-VACANT GOVERNMENT		
Exemptions	80-CITY(2007)		
AG Classification	No		
Valuation Method		Cost/Market	Cost/Market
Number of Buildings		0	0
Depreciated Bldg Value			
Depreciated EXFT Value			
Land Value (Market)		\$30,000	\$30,000
Land Value Ag			
Just/Market Value		\$30,000	\$30,000
Portability Adj			
Save Our Homes Adj		\$0	\$0
Amendment 1 Adj		\$0	\$769
P&G Adj		\$0	\$0
Assessed Value		\$30,000	\$29,231

2022 Certified Tax Summary

2022 Tax Amount without Exemptions	\$505.25	2022 Tax Savings with Exemptions	\$505.25
2022 Tax Bill Amount	\$0.00		

* Does NOT INCLUDE Non Ad Valorem Assessments

Legal Description

E 25 FT OF LOT 136
QUEENS MIRROR SOUTH
PB 9 PG 44

Taxes			
Taxing Authority	Assessment Value	Exempt Values	Taxable Value
SJWM(Saint Johns Water Management)	\$30,000	\$30,000	\$0
CASSELBERRY BONDS	\$30,000	\$30,000	\$0
FIRE	\$30,000	\$30,000	\$0
CITY CASSELBERRY	\$30,000	\$30,000	\$0
COUNTY GENERAL FUND	\$30,000	\$30,000	\$0
Schools	\$30,000	\$30,000	\$0

Sales						
Description	Date	Book	Page	Amount	Qualified	Vac/Imp

Land					
Method	Frontage	Depth	Units	Units Price	Land Value
LOT			1	\$30,000.00	\$30,000

Building Information					
Permits					
Permit #	Description	Agency	Amount	CO Date	Permit Date

Extra Features				
Description	Year Built	Units	Value	New Cost

Zoning			
Zoning	Zoning Description	Future Land Use	Future Land Use Description
R-8	Low Density Residential	LDR	

Utility Information								
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler
25.00	DUKE	CENTURY LINK	CASSELBERRY	CITY OF CASSELBERRY	NA	NA	NA	NA

Political Representation				
Commissioner	US Congress	State House	State Senate	Voting Precinct
Dist 2 - Jay Zembower	Dist 7 - Cory Mills	Dist 30 - Susan Plasencia	Dist 9 - Jason Brodeur	57

School Information		
Elementary School District	Middle School District	High School District
Casselberry	South Seminole	Lake Howell



CITY MANAGER M E M O R A N D U M

7.G.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Resolution 23-3362 - School Resource Officer Agreement with the School Board of Seminole County for the 2023-2024 School Year

Introduction: Approval of Resolution 23-3362 authorizing execution of an agreement with the School Board of Seminole County to share the cost and provide \$58,018.24 for a School Resource Officer (SRO) at South Seminole Middle School for the 2023 - 2024 school year is requested.

Background: The City of Casselberry initially entered into an Agreement with the Seminole County School Board in 1996 and has continuously since that time provided a School Resource Officer for South Seminole Middle School.

Discussion: The benefits of having a full-time School Resource Officer at South Seminole Middle School include fostering better relations between students and law enforcement personnel; deterring crime on or near school premises by the presence of a uniformed law enforcement officer; having the officer available for presentations to the students, faculty, and parents concerning various law enforcement topics. The School Resource Officer also serves as a referral source for students, parents, and faculty for various community service agencies. The term of the agreement is July 01, 2023, through June 30, 2024.

The City and the School Board will split the cost of the School Resource Office's salary and benefits. In accordance with the agreement, the School Board will pay the City the sum of \$58,018.24 and will be made on a monthly basis in twelve (12) equal installments in the amounts listed in Exhibit A, attached hereto, payable by the fifth (5th) business day of the month following the last day of the calendar month within which the services were provided.

Budget Impact: The revenue from Seminole County for the School Resource Officer's salary and benefits in the amount of \$58,018.24 will be deposited as it is received into the General Fund SRO revenue account #001-0000-337.20-01.

Recommendation: The City Manager and Police Chief recommend approval of Resolution 23-3362.

Prepared by: Brandy Ramirez, Administrative Services Coordinator

Attachments:

1. Resolution 23-3362

2. Agreement

RESOLUTION 23-3362

A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND THE SEMINOLE COUNTY SCHOOL BOARD FOR SERVICES OF A SCHOOL RESOURCE OFFICER FOR THE 2023-2024 SCHOOL YEAR; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE

WHEREAS, the Seminole County School Board has requested, and the City of Casselberry agrees to provide law enforcement personnel to perform the duties and responsibilities of a School Resource Officer at South Seminole Middle School; and

WHEREAS, the City of Casselberry wishes to enter into an agreement with the Seminole County School Board for services of a School Resource Officer commencing on July 1, 2023, and continuing through June 30, 2024; and

WHEREAS, said Agreement provides for the City of Casselberry and the Seminole County School Board to fund the salary costs of the School Resource Officer, with the Seminole County School Board compensating the City of Casselberry the sum of \$58,018.24 will be made on a monthly basis in twelve (12) equal installments in the amounts listed in Exhibit A, attached hereto, payable by the fifth (5th) business day of the month following the last day of the calendar month within which the services were provided

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA AS FOLLOWS:

SECTION I. The City Commission hereby approves the Agreement and duties of the School Resource Officer for the 2023-2024 school year between the City of Casselberry and the Seminole County School Board, attached hereto as Exhibit A, and authorizes the Mayor to execute said Agreement for and on behalf of the City of Casselberry.

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

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

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

PASSED AND ADOPTED this _____ day of _____ 2023.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

**CITY OF CASSELBERRY/SCHOOL BOARD OF SEMINOLE COUNTY,
FLORIDA SRO AGREEMENT
2023-2024**

THIS AGREEMENT is made and entered into by the **SCHOOL BOARD OF SEMINOLE COUNTY**, hereinafter referred to as “**SCHOOL BOARD**,” whose address is 400 East Lake Mary Blvd., Sanford, Florida 32773, and **CITY OF CASSELBERRY**, a municipal corporation, hereinafter referred to as the “**CITY**”.

WITNESSETH:

WHEREAS, in accordance with Section 163.01, Florida Statutes, the **CITY** and the **SCHOOL BOARD** are authorized to enter into inter-local agreements for the provision of services; and

WHEREAS, Section 1006.12 Florida Statutes, requires one or more safe-school officers at each school facility within the school district; and

WHEREAS, the **CITY** and the **SCHOOL BOARD** have previously instituted the provisions of Section 1006.12, Florida Statutes, by providing for a School Resource Officer at each of the traditional non-charter public schools in Seminole County pursuant to the School Resource Officer Program; and

WHEREAS, the **SCHOOL BOARD** desires to continue implementing the provisions of Section 1006.12, Florida Statutes, by providing for a School Resource Officer (this term shall have the same meaning as School Resource Officer within Section 1006.12, Florida Statute and shall hereinafter be referred to as “SRO”) at each of the traditional non-charter public schools in Seminole County pursuant to the School Resource Officer Program; and

WHEREAS, the **SCHOOL BOARD** has requested that the **CITY** continue to provide law enforcement personnel in certain Seminole County Public Schools to provide services as SROs; and

WHEREAS, the **CITY** has agreed to continue to provide law enforcement SROs to perform the duties of SRO in certain Seminole County Public Schools; and

WHEREAS, the **SCHOOL BOARD** has established a Seminole County Public School District School & Security Director (“School Safety & Security Director”) to enhance existing school safety initiatives in existence between the **SCHOOL BOARD** and county and municipal law enforcement participants in the SRO Program and the Project You(th) K-12 curriculum (“Project Youth”) administered throughout Seminole County Public Schools; and

WHEREAS, the School Safety & Security Director has many duties and responsibilities and among them is the responsibility for providing oversight of the SRO Program, Project You(th) and the Law Enforcement Canine Program administered within Seminole County Public Schools which includes oversight in the areas of selection requirements, training, curriculum, the provision of services, and compliance with minimum training requirements; and

WHEREAS, the **CITY** and the **SCHOOL BOARD** are authorized to enter into inter-local agreements for the provision of services and to provide for cost-sharing between **CITY** and **SCHOOL BOARD** to provide funding for services; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the **CITY** and **SCHOOL BOARD** agree as follows:

1. Term and Termination

- a. The TERM of this Agreement shall be from July 1, 2023, until June 30, 2024, the date of signatures by the parties notwithstanding, and subject to annual appropriation by both parties.
- b. This Agreement may be terminated by either party, with or without cause, by providing thirty (30) days written notification in advance to the other party. In the event of termination, payment for services will be prorated to coincide with the date of termination.

2. Purpose

- a. The purpose of this Agreement is to provide compliance requirements consistent with section 1006.12, Florida Statutes and to provide for the protection and safety of the school, school personnel, property, students, and visitors. It is also the purpose of this Agreement to foster better relations between students and law enforcement personnel, to deter crime on or about school premises by the presence of a law enforcement SRO, to enforce local and state laws, and to have law enforcement SROs available for presentations to students, faculty and parents concerning law enforcement, school safety and related law enforcement subjects. This Agreement also provides for the operation and funding of Project You(th) which is a curriculum developed for K-12 students in Seminole County Schools.
- b. To enhance existing school safety initiatives in existence between the **SCHOOL BOARD** and county and municipal law enforcement participants in the School Resource Program and Project You(th) and establish uniformity through the direction of the School Safety & Security Director so that effective crisis preparedness and uniform response to threats to student safety, both real and threatened, within the school environment are addressed.

3. Cooperation

- a. It is agreed that both parties shall provide all necessary cooperation and assistance so as to facilitate this Agreement and achieve the goals set forth in Section 1006.12, Florida Statutes.
- b. It is also agreed that both parties will provide all reasonable and necessary cooperation to facilitate the accomplishment of the **SCHOOL BOARD'S** statutory obligations as it relates to school safety, the goals and objectives of the School Safety & Security Director position and the duties and responsibilities of the School Safety & Security Director.

4. The CITY agrees to:

- a. Provide SROs full-time who will perform the duties set forth in Exhibit A (School Resource SRO) which is attached hereto and made a part hereof for all purposes by reference and attachment, available to perform the duties set forth in Exhibit A, who will begin services upon the start of the 2023-2024 school year. The **CITY** shall be responsible for all operating and outfitting costs. All SROs provided shall, at a minimum, be equipped with a patrol vehicle, a duty weapon, radio, and such equipment issued by the **CITY** to officers. Additionally, the SROs shall maintain full fitness for duty in order to be able to respond to crisis situations. The expectation of service is that a sworn law enforcement SRO (preferably a trained school resource SRO) will be on campus daily and provide continuous coverage during school hours. If the **CITY** is unable to fulfill these requirements, it will inform the School Safety Director in a timely manner and the **CITY** shall adjust its compensation and payment reimbursement invoice to the **SCHOOL BOARD** to reflect the service deficiency.
- b. Notwithstanding the requirements outlined herein, the requirements of (4)(a) are not applicable during a critical event/incident where both parties agree upon the reallocation of mission critical assets.
- c. Provide full-time SROs who will perform the duties set forth in Exhibit B (Project You(th)) in addition to Exhibit A and which is also attached hereto and made a part hereof for all purposes by reference and attachment.
- d. The SRO duty hours will not exceed a 40-hour work week and will correspond to those days and during those hours that the assigned school is in regular session and those days and during those hours when Seminole County Public Schools are operating a summer learning session. The SRO shall be on school grounds and on duty at least fifteen (15) minutes prior to the start of the school day session and remain on school grounds and on duty for at least fifteen (15) minutes after the school day session concludes. This time shall be computed as part of the total 40-hour work week. If any **CITY** Officer, including the assigned SRO, is sought in exceptional circumstances outside the regular workday, such

as, parent-teacher conferences, sporting events or other special school events, the school principal, in consultation with the SRO and the SRO's supervisor may use "flex" time established by the shorter workday on Wednesdays and days when school is not in session to cover after school events outside of the SRO's normal work schedule, provided the total time worked does not exceed a 40 hour work week and coverage during normal school hours is not affected. If CITY officer services cannot be accommodated by use of "flex" time then this additional time shall be treated and handled as an off-duty detail consistent with the **CITY'S** procedures and pricing.

e. The SRO will wear the **CITY** officer uniform at all times while on duty as an SRO; however, appropriate civilian attire may be worn on those occasions mutually agreed upon by the Principal and the **CITY** or their appropriate designees.

f. Facilitate the provision and payment of statutory required and non-statutory required specialized training as mandated by the School Safety & Security Director, for officers assigned to fulfill the terms of this Agreement, and their assignment consistent with the specific job function, so that they can perform law enforcement duties in a public-school environment. Specialized training includes, but is not limited to, the following: Basic SRO Training, SRO wrap around training, Crisis Intervention Training, Instructor Techniques, Project You(th), Trauma-Informed Care, Cyber Safety-Social Media Dangers and Awareness, Autism Awareness, Bullying Prevention, Exceptional Student Education Awareness Training, Mental Health Crisis Intervention Training, Stop the Bleed Training, Student Threat Assessment, and training addressing active threats, hostage situations, bomb threats, de-escalation and incident command and anything determined to be a critical need by the School Safety & Security Director.

g. Provide the SRO with equipment and resources needed to attend and participate in training, provided reasonable notice of the required equipment and resources is communicated to the SRO or the SRO's supervisor.

h. Provide for the payment of all salaries, wages, other compensation, and benefits for all SROs assigned to perform services set forth in this Agreement.

i. The **CITY** agrees to provide to the Seminole County Public School Safety & Security Director an affidavit which shall be accepted as certification that each SRO is in compliance with the requirements of section 1006.12, Florida Statutes, and which indicates that the **CITY** has completed a criminal background check, drug testing, and a psychological evaluation on the assigned SRO and that the assigned SRO is a certified law enforcement officer, as defined in section 943.10(1), Florida Statutes who is employed by **CITY**, a law enforcement CITY as defined in section 943.10(4) Florida Statutes. The powers and duties of the SRO must continue throughout the SRO's tenure as a school resource officer.

j. The **CITY** shall also submit an affidavit to certify that the SRO has completed mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention and designed to improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety as soon as practical after completion.

l. The **CITY** will ensure any officer working in a Seminole County Public School, even on a temporary basis, in the capacity of a Safe School Officer as defined by Section 1006.12, Florida Statutes, has completed a criminal background check, drug testing, and psychological evaluation and is a certified law enforcement officer, as defined in Section 943.10(1), Florida Statutes, who is employed by the **CITY**, a law enforcement CITY as defined in Section 943.10(4), Florida Statutes.

m. Assure that the SRO uses any information made accessible to him or her by the **SCHOOL BOARD** or the School Safety & Security Director pursuant to this Agreement, or by virtue of SRO's participation as a member of the District's Threat Management Team, and only for the purposes for which the disclosure was made or as otherwise authorized pursuant to section 1006.07(7) Florida Statutes and The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). **CITY** acknowledges and agrees that the assigned SROs are not "school officials" pursuant to section 1002.221, Florida Statutes, 20 U.S.C. Section 1232g, and the federal regulations issued pursuant thereto. A disclosure of unauthorized information by the assigned SRO to any person or party of unauthorized confidential information made confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22 Florida Statutes, may result in the immediate termination of the assigned SRO and may also result in termination of this Agreement.

n. Assure any SRO working in the schools in the capacity of a SRO is familiar with the contents of this Agreement and the **SCHOOL BOARD'S** Student Conduct and Discipline Code.

o. Maintain a record of daily law enforcement personnel coverage, by school, for each school that is within the **CITY's** scope of responsibility. The **CITY**, on a quarterly basis, shall submit documentation electronically by use of an X-CAD search report to the School Safety & Security Director to support the **SCHOOL BOARD'S** State of Florida audit requirements. Any report that does not depict 100% coverage for any given school day may be supplemented by supporting documentation on the **CITY'S** letterhead to establish 100% coverage. The **CITY** will adjust the invoice to address any lack of coverage.

- p. Assist the School's School Safety & Security Director and the **SCHOOL BOARD** to address any action which poses a threat to school safety, whether it involves a threat to the school, a student, staff member or third party.
- q. Notify the School Safety & Security Director of the following: lockdown, use of force that exceeds a routine takedown or redirection, felony arrest on campus, massive school disruption, medical emergency or any event that could cause public concern or attention.
- r. Although the School Safety & Security Director is expected to perform as the Incident Commander in any critical school-related incident, the SRO's CITY supervisor will also be on-site and part of the Unified Command Structure to help ensure that the best interests of the school and law enforcement are met.
- s. The **CITY** will provide the School Safety & Security Director with immediate notification in writing of any SRO whose employment with the **CITY** has been dismissed for misconduct or has otherwise been disciplined as this information must, in turn, be reported by the School District to the Office of Safe Schools immediately after, but no later than 72 hours afterwards, pursuant to Section 1006.12 (5), Florida Statutes.
- t. **CITY** will provide the School & Security Safety Director with immediate notification of any SRO that discharges his or her firearm in the exercise of the safe school officer's duties, other than for training purposes, as this information must, in turn, be reported by the School District to the Office of Safe Schools immediately after, but no later than 72 hours afterward, pursuant to Section 1006.12 (5), Florida Statutes.
- u. **CITY** agrees that the assigned SRO will not affect the arrest of any Seminole County Public School child aged ten or younger without the pre-approval of the **CITY's** school resource supervisor. In any such circumstance, timely notice must be provided to the School Safety Director. Additionally, the assigned SRO will also comply with the "Kaia Rolle Act" set forth in section 985.031 Florida Statutes prohibiting a child younger than seven years of age from being arrested, charged, or adjudicated delinquent for a delinquent act or violation of law, unless the violation of law is a forcible felony as defined in section 776.08, Florida Statutes. **CITY** agrees that it will maintain a policy consistent with this provision.
- v. The **CITY** may, at the **CITY's** sole expense and discretion, purchase and install one (1) gun safe at any of the schools that are within the **CITY's** scope of responsibility. The **CITY** may arrange for the installation, during non-instructional hours, of a firearm safe suitable for the storage of a **CITY** issued rifle for use by the SRO. The safe selected by the **CITY** must have the following features:

1. Biometric fingerprint technology that can be controlled by **the CITY** without causing **SCHOOL BOARD** to collect, obtain, or retain information in violation of section 1002.222, Florida Statutes.
 2. Steel deadbolt locking system
 3. Fire-rated for a minimum of three (3) hours
 4. Anti-pry tabs
 5. Tamper-resistant inner edges
 6. Eight gauges or heavier wall thickness
 7. The safe will be bolted down to the floor
- w. The **CITY** will ensure that the location selected for any gun safe will be able to structurally support the gun safe and its contents and that any installed gun safe will not be easily removed or tampered with by unauthorized persons. The **CITY** shall be responsible for the cost of the safe, installation, and maintenance of the selected safe. The **CITY** will coordinate with **SCHOOL BOARD** officials regarding the location and placement of any gun safe so such items may be incorporated into the school's security plan. Further, the **CITY** shall have a written policy/procedure on file with the School Safety & Security Director, that at a minimum provides for the following:
1. SRO shall not leave their assigned rifle in the safe overnight;
 2. SRO will transport the rifle into/out of the school in a rifle case, in a discrete manner on a daily basis; and
 3. The **CITY** policy will provide that in the event of an active threat within the assigned school, the SRO will not deviate their direct path to the active threat to recover the rifle.
- If either Party determines after this Agreement is terminated or after it expires that it will not enter into an Agreement for the following school year, the **CITY** will remove such gun safes and restore the premises to their original condition within thirty (30) calendar days from the notification of termination or by the end of the term of this Agreement, which occurs last, or such items shall become the **SCHOOL BOARD**'s property and **SCHOOL BOARD** may dispose of the safes as it sees fit and appropriate. However, the contents of the gun safes shall remain the property of **CITY** and **SCHOOL BOARD** shall return the contents to **CITY** before disposing of the gun safes.
- x. The **CITY** will ensure assigned SROs are promoting and utilizing any approved school safety technology at the direction of the School Safety & Security Director.
- y. Ensure that the assigned SRO has been advised that mechanical devices, to include handcuffs, may not be used to restrain students with disabilities except in grades 6 through 12 in accordance with section 1003.573, Florida Statutes.

- z. Ensure that the SROs are physically present and participate in active assailant drills.

5. The SCHOOL BOARD agrees to:

- a. Fund fifty percent (50%) of the negotiated rate (averaged personnel cost of a CITY officer) for personnel costs, including benefits, but excluding overtime, for one (1) CITY personnel assigned to perform services as set forth in this Agreement for the twelve-month period from July 1, 2023, to June 30, 2024. The CITY will provide one SRO at each Seminole County Public School covered by the CITY.
- b. Reserved.
- c. Provide the assigned SROs with access to information and resources needed to perform the objectives in this Agreement, to include office space, preferably within the public entrance area of the school site, computer access, school staff contact information, and directory information pursuant to SCHOOL BOARD Policy 8330.01, as reasonably necessary and allowed by law to address a specific school or safety response identified by SCHOOL BOARD or the Principal.
- d. Provide each SRO with access to the Florida Safe Schools Assessment Tool (FSSAT) for the SRO's use in assisting the school with conducting security assessments in order to help it identify threats, vulnerabilities, and appropriate safety controls for the school.
- e. Ensure that each school's Threat Management Team involves a person with expertise in law enforcement, ideally the SRO or other police officer assigned to the school, in the Threat Assessment Process and Final Decision Making as required by section. 1006.07, Florida Statutes. Except in the event of a conflict or unavailability of the assigned school SRO, the SCHOOL BOARD agrees to designate the assigned school SRO as a member of the school's Threat Management Team.
- f. Provide the CITY and SRO with reasonable time each quarter to provide relevant school safety training to school staff.
- g. Pursuant to "Alyssa's Law," Section 1006.07, Florida Statutes, the SCHOOL BOARD has implemented and agrees to continue to implement a mobile panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. SCHOOL BOARD further agrees that each SRO assigned to a Seminole County Public Schools will be provided access to the District's approved soft panic app on their

cellular phones. The app will be the primary mass communication tool to alert the school staff of an emergency in compliance with “Alyssa’s Law.”

- h. Upon request of **CITY**, **SCHOOL BOARD** will provide a suitable location in a non-instructional room within each school to which an SRO is assigned, for the placement of a firearm safe suitable for the storage of a **CITY** issued rifle. The chosen room will be equipped with a solid locking door and covered by the school’s video security camera system. The provision of this location is subject to the **CITY’s** compliance with section 4(v) above.
- i. **SCHOOL BOARD** will share with **CITY**, its zero-tolerance policy which identifies acts that are required to be reported under the school environmental safety incident reporting (SESIR) pursuant to section 1006.07(9), Florida Statutes, any Department of Education Rules enacted as part of SESIR¹ and policies which also address the other requirements of section 1006.13, Florida Statutes. **SCHOOL BOARD** personnel in each school will report all required reportable SESIR incidents to the assigned SRO as soon as practicable. Any updates or changes to these requirements or policies will be provided to **CITY**.

6. BOTH PARTIES agree:

- a. To work cooperatively with the **SCHOOL BOARD** and the School Safety & Security Director to proactively address school security issues and to provide students, faculty, and parents with quality law enforcement services and the safest learning environment possible.
- b. To work cooperatively with the **SCHOOL BOARD** and the School Safety & Security Director to equip all K-12 students with the right safety skills to make informed decisions in life and build a positive relationship with law enforcement SROs.
- c. That SROs are at all times employees of the **CITY** inclusive for purposes of workers compensation and tort liability pursuant to Section 768.28, Florida Statutes. SROs, when performing their duties, shall be deemed to be acting within the course and scope of the SROs’ employment with the **CITY**. Appointment of SROs will be made by the **CITY**. The **CITY** and designated staff, in coordination with the Superintendent and his designee(s), shall assign or reassign SROs to

¹ Currently Dept. of Education Emergency Rule 6AER23-01 has been implemented, a copy of which is attached.

specific schools based upon many factors to include, but not limited to seniority, experience as a School Resource Officer, conflicts or potential conflicts of interest that would or could adversely affect the school (i.e., personal relationships with administrators, students, and/or teachers), and the needs and requests of the Superintendent.

- d. That SROs are law enforcement officers and not school administrators or school employees. In all matters relating to the performance of law enforcement functions, such as but not limited to, criminal incident investigations and on-campus arrests, and the means and methods for restraint, questioning, and detention of suspects, the SRO shall be subject to all standard operating procedures of the **CITY** and applicable local, state or federal law. However, section 1006.07, Florida Statutes recognizes that Threat Management Teams have been established at each school and their duties include the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students even if such behavior does not constitute a completed crime.
- e. SROs shall not act as school disciplinarians, as disciplining students is a school responsibility. School officials shall handle matters involving school disciplinary matters of students, which are non-criminal. The **SCHOOL BOARD** will follow Florida Statutes and Department of Education Rules for required reporting of SESIR incidents. However, if the Principal or his or her designee believes that an incident rises to the level of a violation of the law, the Principal or his or her designee is to contact the assigned SRO. The SRO shall then determine whether law enforcement action is appropriate. The SRO is encouraged to seek consultation with his or her **CITY** supervisor in any matter or situation he/she deems appropriate.
- f. In all situations wherein the assigned SRO contemplates criminal charges involving any employee of the **SCHOOL BOARD** or a student's arrest for a felony occurring on the school grounds during the school day, the matter shall be brought to the attention of the School Safety & Security Director and his/her assigned **CITY** supervisor, as well as the Principal, as soon as practicable. With regard to the arrest of a school employee for a felony or misdemeanor involving abuse of a child or the sale or possession of a controlled substance, the **AGENCY** will provide notice of the arrest and the specific charge for which the employee was arrested to the School Safety & Security Director, the School Principal and the School District Superintendent within 48 hours of the arrest as required under section 1012.797, Florida Statutes.³

- g. To the extent allowed by law and as practicable, both parties agree to give advance notice to the other and the opportunity for input prior to the release of any press release, media statements, or social media post on all matters related to law enforcement actions taken on school grounds or dealing with **SCHOOL BOARD** students or faculty.

-
- h. All body-worn camera recordings captured by the **CITY's** SROs within the school remain the property and work product of the CITY. Any requests made to the **SCHOOL BOARD** by a third party for copies of video recordings shall be referred to the **CITY's** Records Division for handling in accordance with Florida law. The **CITY** and **SCHOOL BOARD** further agree that if equipped with the use of a body-worn camera, then the camera operation is part of the SRO's uniform. It is the intention of this Agreement that within the school setting, the body-worn cameras will only be used when taking law enforcement action, or as otherwise authorized by the **CITY'S** policy.
 - i. In the event that schools are closed due to circumstances beyond the control of the Parties, the **CITY** chief of police and District Superintendent will meet to discuss opportunities for the **CITY** to temporarily absorb the SROs and/or opportunities for the SROs to perform other duties benefiting the district or district-related duties.
 - j. Work with each other to assist the school district mental health coordinator as needed to meet the requirements of section 1006.07 (6) (b), Florida Statutes.⁴
 - k. The Parties agree to notify the School Safety & Security Director of all false tips through FortifyFL so that notification of said false tip can be investigated by law enforcement pursuant to section 943.082(2)(c), Florida Statutes.
 - l. Although **SCHOOL BOARD** production of school video surveillance to CITY will be determined on a case by case basis, the parties agree that there is a presumption that the **SCHOOL BOARD** will provide CITY with school surveillance, without the need for a subpoena or Court Order, upon written request from CITY setting forth a representation that said information is: (1) needed based upon an articulable and significant threat to the health or safety of a student or other individuals; and (2) is needed to protect the health or safety of a student or other individuals; and (3) is needed in furtherance of that CITY's official duties and responsibilities. Requests, whether by subpoena or in writing, shall be directed to the **SCHOOL BOARD's** Legal Services Department for processing.

7. Services

This Agreement may be modified by addendum for additional services to be performed by the **CITY** if mutually agreed upon by both parties and set forth in writing. Any Addendum shall set forth additional services to be performed and compensation for said services.

8. Compensation and Payment

- a. The **SCHOOL BOARD** agrees to reimburse the **CITY** for providing School Resource Officers as set forth herein as negotiated and agreed to by the Parties. Payments will be made on a monthly basis in 12 equal installments, payable by the 5th business day of the month following the last day of the calendar month within which the services were provided. This agreement is a cost sharing agreement. The **SCHOOL BOARD**'s cost is as follows:

CITY Fiscal Year 2023-2024 SRO Costs	
50% of annual negotiated rate per SRO (\$116,036.48 per SRO) for one (1) SRO (50% per SRO is \$58,018.24)	\$ 58,018.24
Known billable total for Fiscal Year 2023-2024	\$ 58,018.24
Known Monthly Rate for 2023 - 2024	\$ 4,834.85 + \$.04 last month

- b. Invoices will be sent by the **CITY** to the **SCHOOL BOARD** at least 15 days prior to the payment due date. The **SCHOOL BOARD** shall remit payments to the following address:

City of Casselberry Finance Department
95 Triplet Lake Drive
Casselberry, FL 32707

- c. The **CITY** shall make every reasonable effort to submit to the **SCHOOL BOARD** Superintendent no later than June 1st of each year the costs for providing services as set forth in this Agreement for the upcoming school district fiscal year beginning

July 1st. This anticipated cost shall not be binding upon the **SCHOOL BOARD** and shall be subject to negotiation between the **CITY** and the **SCHOOL BOARD**.

9. Hold Harmless

a. The **SCHOOL BOARD** agrees to hold harmless the **CITY**, its SROs, employees, and agents, from any liability, loss, damage, judgment, lien, expense, and costs sustained or incurred in connection with any claims, suits, actions, or proceedings made or brought against the **CITY** as a result of any act or omissions of the **SCHOOL BOARD**, its officers, employees or agents, in the performance of its obligations under this Agreement.

b. The **CITY** agrees to hold harmless the **SCHOOL BOARD**, its officers, employees, and agents, from any liability, loss, damage, judgment, lien, expense, and costs sustained or incurred in connection with any claims, suits, actions, or proceedings made or brought against the **SCHOOL BOARD** as a result of any acts or omissions of the **CITY**, its officers, employees or agents.

c. The **CITY** and the **SCHOOL BOARD** shall each be responsible for their own liabilities arising from their willful or negligent acts and omissions related to activities undertaken by such party in accordance with the terms of this Agreement. There shall be no indemnification of either party by the other. The **CITY** and the **SCHOOL BOARD** are each a political subdivision of the State of Florida and enjoy the privilege of limited sovereign immunity as set forth in section 768.28, Florida Statutes, related to sovereign immunity and limitations on damages arising from actions in tort. Nothing in this Agreement shall be construed as a waiver of any privilege, defense or immunity afforded by law to any of the parties to this Agreement or their respective employees, officers, or agents.

10. Dispute Resolution

a. All policy disputes shall be referred by the Principal to his/her executive director and by the SRO to the School Safety & Security Director and to his/her CITY department supervisor for resolution.

b. In the event the Principal of the school to which the SRO is assigned feels that the particular SRO is not adequately performing his or her duties and responsibilities, the Principal shall recommend to the Superintendent of Schools or his designee, that the SRO be removed from the program at his/her school and shall state the reasons therefore in writing.

- i. Within a reasonable time after receiving the recommendation from the Principal, the Superintendent or his designee shall advise the **CITY** or its designee of the Principal's request.
 - ii. If the **CITY** so desires, the Superintendent and the **CITY** or their designees shall meet with the SRO to mediate or resolve any problems which may exist.
 - iii. If within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be assigned by the **CITY** after input from the School Safety & Security Director and the Superintendent.
- c. This Agreement shall be governed by and construed with the laws of the State of Florida. Venue shall be in the State Courts of Seminole County, Florida or the Federal Courts of the Middle District of Florida, Orlando Division.
- d. The **CITY** Chief of Police and the School Superintendent shall meet in an effort to resolve any disputes concerning this Agreement prior to the initiation of any litigation save and except for claims arising from actions as set forth in Section 768.28, Florida Statutes or other pertinent Florida Statutes or Federal law.

11. Notices

Whenever any party desires or is required by law to give notice unto the other party, notice shall be sent by certified mail or hand-delivered to

For CITY:

City of Casselberry Finance Department
95 Triplet Lake Drive
Casselberry, FL 32707

For SCHOOL BOARD:

Serita D. Beamon, Superintendent
Seminole County Public Schools
400 East Lake Mary Boulevard
Sanford, Florida 32773

12. Agreement Point of Contact

For purposes of administration, interpretation, and resolution of issues arising from the interpretation of this Agreement, the following individuals are designated as CITY points of contact:

For CITY:

Larry D. Krantz, Chief of Police
95 Triplet Lake Drive
Casselberry, FL 32707

For SCHOOL BOARD:

Captain Tracy Fortenberry
School Safety & Security Director
Seminole County Public Schools
400 East Lake Mary Boulevard
Sanford, Florida 32773

13. Entire Agreement

- a. It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties relating to the subject matter hereof.
- b. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties, and duly executed on behalf of each party as set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed.

CITY OF CASSELBERRY

David Henson, Mayor/Commissioner

Donna G. Gardner, City Clerk

Date: _____, 2023

Date: _____, 2023

Approved as to form and legal sufficiency:

Catherine Reischmann, City Attorney

Date: _____, 2023

THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA

Kraus, Chairman Kristine

Date: _____, 2023

Witness: _____

ATTEST:

Serita Beamon, Superintendent

Date: _____, 2023

Witness: _____

EXHIBIT "A"

SRO DUTIES AND RESPONSIBILITIES

In addition to the routine duties and responsibilities of **CITY**, a School Resource Officer (SRO) will have the following specific duties and responsibilities:

1. The SRO shall at all times perform his/her duties in accordance with the **CITY's** standard operating procedures.
2. The SRO shall maintain all law enforcement powers, duties and responsibilities inclusive of his/her position as an officer while assigned to the school resource officer program.
3. The SRO shall undergo a criminal background check, drug testing, and a psychological evaluation as outlined in section 1006.12(1)(c) Florida Statutes, prior to reporting to duty at the assigned school.
4. The SRO shall be responsible to his/her **CITY** in all matters relating to employment, except that activities conducted by the SRO which are part of the regular school instructional program shall be under the direction of the principal or his / her designee and the Seminole County School Safety & Security Director.
5. The SRO duty hours will not exceed a 40-hour work week corresponding to those days and during those hours that the SRO's assigned school is in regular or summer session. The SRO shall be on school grounds and on duty at least fifteen (15) minutes prior to the start of the school day session and remain on school grounds and on duty for at least fifteen (15) minutes after the school day session concludes. This time shall be part of the SRO's 43-hour work week. The **SCHOOL BOARD** will advise the **CITY** by May 15, 2024, of all applicable summer school session days and schools which will be operating and thus require an SRO under this Agreement.
 - a. The SRO provided shall, at a minimum, be equipped with a patrol vehicle, duty weapon, radio, and such equipment issued by the **CITY** to SRO. Additionally, the SRO so assigned shall maintain full fitness for duty in order to be able to respond to crisis situations. The expectation of service is that a sworn law enforcement SRO (preferably a trained SRO) will be on campus daily and provide continuous coverage during school hours as set forth herein. If the **CITY** is unable to fulfill these requirements, it will inform the School Safety & Security Director in a timely

manner and the **CITY** shall adjust its compensation and payment reimbursement invoice to the **SCHOOL BOARD** to reflect the service deficiency.

- b. Notwithstanding the requirements outlined herein, the requirements of paragraph 6(a) are not applicable during a critical event/incident where both parties agree upon the reallocation of mission-critical assets.
 - c. The SRO shall record his/her service time on campus by logging onto MiCAD utilizing the 15SRO code and clear from the event upon the end of their shift.
- 6. The SRO shall perform such duties as directed by his/her CITY when school is not in regular session or not needed during the summer sessions as determined by the School Safety & Security Director. The Principal or his designee shall advise the SRO's supervisor of the school's calendar.
 - 7. No students will be contacted during school hours in conjunction with a criminal investigation of any nature without notice first being given to the school's Principal. Any such contacts will be conducted in accordance with **CITY's** standard operating procedures.
 - 8. All student record information will be maintained in accordance with the provisions of Florida Statutes.
 - 9. The SRO will interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SRO is attendance. The SRO will not be assigned to a permanent school-related duty post so as not to establish predictable patterns. The expectation is that the SRO will roam the school premises, check perimeters, and remain unpredictable.
 - 10. The SRO will consult with the Principal and School Safety & Security Director regarding procedures for emergency drills and for actual emergencies, including but not limited to, fires, natural disasters, active assailant and hostage situations, and bomb threats.
 - 11. The SRO will be given sufficient time at the beginning of the school year to conduct training for school administrators, faculty, staff, and students on School Crises and Emergency plans, bomb threat(s) procedures, active-assailant situations, hostage situations, workplace violence, bomb lockdown and barricade, school evacuation procedures and other school safety matters as determined by the Principal and / or the School Safety & Security Director. A reasonable amount of time will also be provided quarterly for the SRO to provide relevant school safety training to school staff. The SRO shall provide the necessary training.

12. The SRO will train and assist the school administration with conducting and documenting lockdown and/or evacuation drills during the school year as scheduled by the Principal. The SRO will also assist in completing after-action reports to document emergency drills and real-world incidents.
13. The SRO shall assist in the completion of the Florida Department of Education Florida Safe Schools Assessment Tools: School Security Risk Assessment.
14. As a member of the School Threat Management Safety Team, the SRO shall participate in the threat management process and final decision making pursuant to section 1006.07(7), Florida Statutes.
15. The SRO will serve as a referral resource for students, faculty, and parents to community agencies.
16. The SRO will serve as a law enforcement resource person to the school administration, school security officers and the School Safety & Security Director.
17. The SRO will assist the school principal, school security officer and the School Safety & Security Director in developing plans and strategies for the prevention and control of dangerous situations at the school.
18. The SRO will coordinate activities with the school guidance department in an effort to identify services and/ or resource materials for those students who exhibit indications of early delinquent behavior or are truant.
19. The SRO shall participate in classroom teaching activities as requested by the school principal. The SRO will be given appropriate classroom time for approved Juvenile Intervention and Crime Reduction programs.
20. At the Principal's request, the SRO shall attend meetings of the school faculty, student council, parent-teacher organization, and other such school-based meetings that occur during the workday or arranged through the use of "flex" time. The SRO shall attend all meetings and training mandated and scheduled by the School Safety & Security Director, provided reasonable notice of said training is provided to the SRO or the SRO's supervisor. Unattended mandated training may be substituted with compatible training as determined by the School Safety & Security Director upon his review of an executed attendance sheet and review of the lesson plan to decide whether or not it meets the desired training objectives.
21. The SRO shall be informed of any situation occurring on school grounds that the Principal or his/her designee believes to be a violation of the law or criminal in nature and all

incidents required to be reported under the school environmental safety incident reporting pursuant to section 1006.07(9), Florida Statutes. The SRO shall in turn report these incidents to the School Safety & Security Director.

22. The SRO and Principal shall work together to keep each other informed during the course of all criminal investigations if not prohibited by law or **CITY'S** policy.
23. The SRO shall communicate with the Principal when determining whether a student arrest will be made or if there is an alternative solution to the incident, which would still comply with Florida State Statute. The final decision for arrest or not to arrest will be with the attending SRO on scene at the incident and will be subject to "Kaia Rolle Act" set forth in section 985.031, Florida Statutes.
24. The SRO shall be thoroughly familiar with the **SCHOOL BOARD** Student Conduct and Disciplinary Code, and particularly the **SCHOOL BOARD** designated "Zero Tolerance" incidents on school grounds, the list of all required reporting SESIR incidents which must be reported to law enforcement, the CITY'S active assailant response policy, and the BOARD'S Active Assailant Procedures as may be amended from time to time.
25. The SRO shall also be familiar with the school's criteria for recommending to law enforcement that a student who commits a criminal offense be allowed to participate in a civil citation or similar prearrest diversion program as an alternative to expulsion or arrest. The SRO will also be familiar with the school's criteria for assigning a student who commits a petty act of misconduct, as defined by the district school board pursuant to section 1006.13(2)(c), Florida Statutes to a school-based intervention program. If a student's assignment is based on a noncriminal offense, the student's participation in a school-based intervention program may not be entered into the Juvenile Justice Information System Prevention Web.
26. All sworn statements from the School Administrator(s), Teacher(s) and other staff members related to an incident where law enforcement action was deemed to be appropriate, must be provided to the SRO prior to the end of the day that the incident or event occurred.
27. SROs are expected to conduct regular safety and security checks, including but not limited to classroom locked door compliance, visitor management digital check-in process, and emergency drill compliance and report them to the School Safety & Security Director if they cannot be resolved or corrected in a timely manner.
28. SROs will assist the school administration in assuring faculty and student readiness for all potential hazards and critical incidents.

29. The primary responsibility of the SRO is the safety of all students, staff, and school property and to provide emergency response and stabilization of critical school incidents.
30. Newly assigned SROs are required to complete all required training as set for in this Agreement or designated by the School Safety & Security Director by December 30, 2021, if not previously completed or unless the time period is extended by the Seminole County Public School Safety & Security Director.
31. If any CITY officer including the assigned SRO is sought in exceptional circumstances, outside the regular workday, or as otherwise described herein, such as sporting events or other special school events, this time shall be treated and handled as an off-duty detail consistent with the **CITY'S** procedures.
32. SRO'S will notify the School Safety & Security Director and Principal of the following which occur on school grounds, during school transportation, or during school-sponsored activities if he is made aware of them: lockdown, use of force that exceeds a routine takedown or redirection, felony arrest on campus, massive school disruption, medical emergency; weapons possession or use when there is intended harm toward another person; hostage, and active assailant situations; murder, homicide, or manslaughter; sex offenses, including rape, sexual assault, or sexual misconduct involving a student or school personnel and similar activities involving school personnel; any involuntary examination, as defined in section 394.455 Florida Statutes, which are initiated at a school, on school transportation, or at a school-sponsored activity by the SRO where the SRO is involved or any event the SRO reasonably believes could cause public concern or attention. Additionally, the SRO will notify the School Safety & Security Director and the principal immediately upon learning that any school employee has been charged with a felony or misdemeanor involving the abuse of a minor child or the sale or possession of a controlled substance.
33. If an SRO evaluates a minor student as possibly meeting criteria for involuntary treatment pursuant to Section 394.451, Florida Statutes, et seq. (Baker Act), the SRO should follow his/her **CITY** policy in deciding whether to proceed with initiating Baker Act proceedings; or alternatively, and only if consistent with **CITY** procedure and policy, allowing the student's parents or legal guardian to take custody of the student in exchange for written confirmation from the parent/guardian that the student will be provided with an immediate professional mental health evaluation. Alternatives to initiating a Baker Act proceeding should not be employed SRO must initiate Baker Act proceedings if the SRO believes the parents will not follow through with the mental health evaluation, or if SRO believes the minor student is in extreme crisis. Prior to initiating any Baker Act and transporting a student to a facility for an involuntary examination pursuant to section 394.463 Florida Statutes, the SRO will notify the principal or his or her designee so that the school official has the opportunity to make "a reasonable attempt to notify" the student's parent, guardian, or other known emergency contact whom the student's parent or guardian has authorized

to receive notification of an involuntary examination. This does not negate the SRO's responsibility for parental notification requirements pursuant to CITY policy and Florida Law.

34. The SRO shall promote and utilize any approved school safety technology at the direction of the School Safety & Security Director.
35. If requested by the Principal and in accordance with the Principal's direction, the elementary school SRO will participate in the school's School Safety Patrol program.
36. The following additional duties and responsibilities shall apply if the assigned SRO or replacement SRO is required by the **CITY** to utilize a body-worn camera in the normal course of his/her business.
 - a. **CITY** shall have a clear body-worn camera policy which shall address its use in the school, a copy of which shall be provided to the **SCHOOL BOARD** and the principal of each applicable school.
 - b. The use of the body-worn camera is for use solely when the SRO is performing law enforcement functions on campus. The body-worn cameras are not to be left on for continuous recording and will only be activated when the SRO is performing a law enforcement function on campus.
 - c. **CITY** must have clearly articulated standards for secure evidence storage and preservation, a copy of which shall be provided to the **SCHOOL BOARD** and the Principal of each applicable school.
 - d. **CITY** is responsible for having each applicable SRO participate in ongoing CITY training pertaining to equipment use, and applicable laws concerning the use of the body worn cameras.
 - e. The SRO will document the use of the body-worn camera by use of CITY case reference or other method when the body-worn camera is used within the school and will provide the School Safety & Security Director such documentation upon request and as authorized by law.
 - f. The SRO shall not release any body-worn camera recording, except as strictly authorized or required by law and CITY policy.
37. The SRO will not use mechanical devices to restrain students with disabilities except such devices may be used in grades 6 through 12 in accordance with section 1003.573, Florida Statutes. Handcuffs are considered mechanical restraints.

38. The SRO must be physically present and participate in all active assailant drills.

EXHIBIT "B"

PROJECT YOUTH K-12 CURRICULUM SRO CITY DUTIES AND RESPONSIBILITIES

In addition to the routine duties and responsibilities of an SRO assigned to a school enumerated in Exhibit "A," all SROs will have the following additional specific duties and responsibilities related to Project You(th), an awareness and prevention curriculum:

1. All elementary school SROs shall present the adopted Project You(th) K-5 curriculum to public elementary school students that will include two lessons for grades K-4 and six lessons for fifth-grade students. The SRO will coordinate classroom visitations with prekindergarten and ESE students not receiving this curriculum. They will coordinate the scheduling of these lessons and visitations with the Principal or his / her designee, given the training program adopted and approved by the School Safety & Security Director.
2. All middle school SROs shall present the adopted Project You(th) 6th Grade curriculum to public middle school students that will include four lessons taught over four lesson periods. The SRO will coordinate the scheduling of these lessons with the Principal or his/her designee at the beginning of the school year. Additional Project You(th) lessons that satisfy the State of Florida KSA requirements are available for grades seven and eight. These lessons may be taught by the SRO, at their discretion and availability due to other duties and responsibilities, as well as any teacher.

Additional Project You(th) lessons that satisfy the State of Florida KSA requirements are available for high school students. These lessons may be taught by the SRO, at their discretion and availability due to other duties and responsibilities, as well as any teacher.



CITY MANAGER M E M O R A N D U M

7.H.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Budget Amendment #23-069 for Construction of Lake Kathryn Circle Complete Street Improvements Project

Introduction: Approval of Budget Amendment #23-069 to provide \$10,000 in additional funding for construction of the Lake Kathryn Circle Complete Street Improvements project is requested. (Ref: ITB-2021-0812 and PW 1805)

Background: As part of its Multimodal Transportation Master Plan, the City programmed the Lake Kathryn Circle Complete Street Improvements project (PW 1805) to improve pedestrian connectivity and safety along the north-south portion of Lake Kathryn Circle from Seminola Boulevard to the Laura Street/Wisteria Lane intersection. The project includes narrowing the road to 20 feet, providing space on the east side of the street for an 8 ft. wide sidewalk and wide landscape strips.

For efficiency and cost effectiveness, the City has integrated water and sewer utility improvements into this project as well. Utility improvements include extension of the City's sanitary sewer system so that several lakeside lots can be switched from septic tanks to sanitary sewer, which will help reduce pollutant loads to Lake Kathryn.

On August 24, 2020 via Resolution 20-3187, the City Commission approved submittal of an application to the Florida Department of Environmental Protection (FDEP) through the "Protecting Florida Together" website to assist with the utility portion of the project. In addition to utility improvements along the north-south portion of Lake Kathryn Circle, the grant submittal included an alternative that would also extend sewer to the lakefront residential lots on the east-west portion.

In addition, on October 12, 2020, the City Commission approved additional funding to design the east-west portion, as this was not part of the project's original scope.

FDEP subsequently informed the City that it had been awarded grant funding for a total project amount not to exceed \$1,615,107, inclusive of a local match not to exceed \$807,553.50. The project includes constructing approximately 3,000 linear feet of gravity sewer, installing manholes and sanitary service laterals, decommissioning over 30 septic tanks, and roadway restoration. The City Commission approved the final version of the grant agreement with FDEP on March 8, 2021 via Resolution 21-3227. Under the original terms of the grant, the work was to be completed by December 31, 2022, but that deadline has since been extended to September 30, 2023.

On January 10, 2022, as the result of a solicitation process (Ref. ITB-2021-0812) the City Commission awarded construction of the project to Stage Door II, Inc. in the amount of \$3,631,917.00. A budget was also established for a 5% contingency (\$181,595.85) so that the City Manager could execute change orders up to that amount should the need arise.

Construction of the project is nearing final completion, with only "punch list" items remaining to be resolved.

Discussion: To date, five Change Orders totaling \$81,582 have been executed with Stage Door II in order to cover unforeseen field issues and quantity overruns. Another Change Order is necessary to address additional overruns and underruns on the project. As of the writing of this agenda item, this Change Order has not yet been finalized, but it is anticipated overall the construction cost will stay within the 5% contingency established. However, based on preliminary analysis, it is anticipated there will be insufficient funds in one particular expense account for the relevant pay items addressed by the latest proposed Change Order. Therefore a Budget Amendment is necessary to provide additional funding to the appropriate expense account. Budget Amendment #23-069 provides an additional \$10,000 in funding for the affected account. Staff anticipates this entire amount should not be needed, but it is recommended in order to be conservative so that project can be closed out timely with the final Change Order without the need to return to City Commission.

Budget Impact: Budget Amendment #23-069 will provide sufficient funding for this item by increasing the Water and Sewer Fund Other Non-operating Sources account# 401-0000-389.90-00 and the Distribution and Collection Sewer Improvements account #401-0751-536.63-12 each by \$10,000.

Recommendation: The City Manager and the Public Works & Utilities Director recommend approval of Budget Amendment #23-069 to provide \$10,000 in additional funding for construction of project PW 1805 Lake Kathryn Circle Complete Street Improvements.

Prepared by: Kelly Brock, Public Works & Utilities Director

Attachments:

1. BA 23-069



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 23-069
DATE: 7/24/2023
TO: Randy Newlon, City Manager
FROM: Kelly Brock, Ph.D, P.E., Public Works & Utilities Director

EXPLANATION OF REQUEST:

This budget amendment seeks City Commission approval to provide additional funding for construction of the Lake Kathryn Complete Street Improvements Project, in the amount of \$10,000.

Resolution #: _____ **Reso Date:** _____ **Asset #:** _____ **Project #:** PW1805

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
401-0000-389.90-00	Other Non-operating Sources	\$ 10,000
401-0751-536.63-12	Sewer Improvements	\$ 10,000

REQUESTED BY: *Kelly Brock* Digitally signed by Kelly Brock
Date: 2023.07.13 12:01:36 -04'00'
Kelly Brock, Ph.D, P.E., Public Works & Utilities Director

FINANCE DEPT: *Gladymir Ortega* Digitally signed by Gladymir Ortega
Date: 2023.07.13 13:11:33 -04'00'
Gladymir Ortega, MBA, Finance Director

COMMISSION ACTION: _____ approved _____ denied **Date:** _____

DULY RECORDED: _____ **Date:** _____
Donna G. Gardner, CMC, City Clerk

FINANCE USE ONLY

Entered by: _____ Date: _____ Count: _____ Group# _____ Approved by: _____

Revised 03/14/23



CITY MANAGER M E M O R A N D U M

7.I.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Amendment No. 1 to the Agreement with Ferguson Waterworks for Plumbing Supplies

Introduction: Approval of Amendment No. 1 to the agreement with Ferguson Waterworks by piggybacking Florida Municipal Power Agency Bid #ITB-2019-021 for plumbing supplies on an as-needed basis for an amount that shall not exceed \$220,000 annually is requested. (Ref: PBA-2020-0665)

Background: The City of Casselberry owns, operates, and maintains a distribution and collection system that consists of about 450 miles of various water/wastewater pipe, irrigation systems throughout the City limits, and a number of facilities containing plumbing. Public Works & Utilities staff uses a wide variety of plumbing materials to maintain these various piping systems. Ferguson Waterworks has provided plumbing supplies to the City for a number of years.

On December 11, 2019, Florida Municipal Power Agency (FMPA) entered in to an Agreement with Ferguson Waterworks for plumbing supplies. The term of the FMPA agreement is January 1, 2020 through December 31, 2025.

The City of Casselberry subsequently entered in to a Piggyback Agreement PBA-2020-0665 for the purchase of plumbing supplies through Ferguson Waterworks with established discounts from June 23, 2020 through December 31, 2025 for an amount not to exceed \$200,000 annually for a total expenditure of \$1,000,000.

Discussion: The current Piggyback Agreement is for \$200,000 annually. City staff has identified the need for an additional \$20,000.00 annually to ensure adequate inventory for the remainder of the term. Therefore, the proposed Amendment No. 1 to the Piggyback Agreement is for additional compensation in the amount of \$20,000 annually on an as needed basis, for a cumulative amount of \$1,060,000 for the term of the agreement.

Budget Impact: Funding has been provided for the purchase of plumbing supplies in the FY 2023 budget in the following Water and Sewer Utility Fund and General Fund accounts:

- Repairs and Maintenance/Water account #401-0751-536.46-01
- Repairs and Maintenance/Sewer account #401-0751-536.46-03
- Repairs and Maintenance/Reuse account #401-0751-536.46-08
- City Facilities Repairs and Maintenance account #001-0722-519.46-00

Other various operating accounts may be used as deemed appropriate. Appropriations beyond Fiscal Year 2023 are subject to future City Commission approval.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Ammendment No.1 to the agreement with Ferguson Waterworks for an annual amount not to exceed \$220,000.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Amendment No. 1
2. FMPA Joint Purchase Project

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org
PBA-2020-0665 – Plumbing Supplies Amendment No. 1

June 22, 2023

Mr. Justin Montandon
Ferguson Waterworks
801 Thorpe Road
Orlando, Florida 32824

Subject: **Request to Utilize Solicitation – PBA-2020-0665 Amendment No. 1**
Increase the not-to-exceed amount for the remainder of the term.
Florida Municipal Power Agency ITB# 2019-021

Dear Mr. Montandon:

The City of Casselberry (hereinafter referred to as the "CITY") Purchasing Policy Section 5.3 and State Statutes allows intergovernmental cooperative purchases when the proposer awarded a contract by another entity will permit purchases by the City at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the City. With your permission, the City would like to utilize the subject solicitation that was awarded to your firm by the Florida Municipal Power Agency. The term of this Amendment shall be from the date of approval through December 31, 2025. For informational purposes, the estimated annual expenditure was \$200,000.00 on an as needed basis for a total expenditure of \$1,000,000.00 for the term of this agreement. The revised estimated annual expenditure is \$220,000.00 on an as needed basis for the remainder of the term for a total expenditure of \$1,060,000.00 for the term of this agreement.

if you agree to the City of Casselberry's request to utilize the solicitation that was awarded to your company, please sign below in blue ink, mail the ORIGINAL to the Purchasing staff member at the address below, and e-mail a copy to the staff member's email address listed below. You will be notified after the City of Casselberry's applicable approval. Please note that a purchase order is required for all materials and goods to be received by the City. The City's standard purchase order terms and conditions are included herein as Exhibit "A". There is no guarantee of the actual quantity to be purchased and all purchases will be made on an as needed basis. The original government contract and City's standard purchase order terms and conditions are included herein as Exhibit "A". All of the terms and conditions set out in the original contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein. There is no guarantee of the actual quantity to be purchased and all purchases will be made on an as needed basis."

Please contact procurement at 407-262-7700, Ext. 1142, or by email at procurement@casselberry.org if you should have any questions. Thank you for your attention to this matter. We look forward to working with you in the future.

Ferguson Waterworks agrees to allow The City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 to utilize the subject solicitation that was awarded to your firm.

Rob Pinkston

Signature*

Ferguson Waterworks
Contractor

6/22/2023

Date

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of June 2023 by (Rob Pinkston, Municipal Area Sales Manager) of (Ferguson Waterworks), a Virginia corporation, on behalf of the corporation. (He/she is personally known to me or has produced (drivers license) as identification

[Notary Seal]



Holly S. Kinias
Notary Public
Name typed, printed or stamped
My Commission Expires: 6-18-27

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org
PBA-2020-0665 – Plumbing Supplies Amendment No. 1

Accepted: **CITY OF CASSELBERRY, FLORIDA**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2022.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org
PBA-2020-0665 – Plumbing Supplies Amendment No. 1

Exhibit "A"

Florida Municipal Power Agency (FMPA)
Joint Purchase Project, Bid Tabulation and Award Memo
and City of Casselberry Terms and Conditions
are hereby incorporated and made available as individual documents.

Exhibit A

SECRETARIAL CERTIFICATE
OF
AUTHORIZATION

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Florida, are doing business as Ferguson Waterworks, and ii) Justin Montandon is in Outside Sales in Florida and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2018, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Justin Montandon as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2020.

Dated: 5/22/19



FERGUSON ENTERPRISES, LLC

By: [Signature]
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia)

City of Newport News)

Sworn to subscribed and acknowledged before me this 22nd day of May, 2019, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

[Signature]
Notary – Casey Mehlhoff

My commission expires: July 31, 2022





Sharon Samuels
Member Services Programs and Procurement Administrator

December 11, 2019

MEMORANDUM

TO: FMPA Members
FROM: Sharon Samuels 
SUBJECT: Wastewater Pipes, Valves, & Fittings - Bid Award – ITB# 2019-021

The Joint Purchase Project has reviewed the bids received for the Purchase and Delivery of Wastewater Pipes, Valves, & Fittings Bid. These bids were received in response to the FMPA Invitation to Bid No. 2019-021 via AURSI. The JPP does not have the authority to actually award bids. Rather, the JPP recommends awards to each participating member.

FMPA received bids from Consolidated Pipe & Supply of Orlando, FL; Hayes Pipes of Tampa, FL; and Ferguson Waterworks of Orlando, FL.

The recommended award is all items to Ferguson Waterworks.

The awarded bidder, Ferguson Waterworks, will extend the prices bid to other FMPA Members. This bid award is effective January 1, 2020 through December 31, 2025; at that time the Participating Members will determine whether to rebid or extend the award by mutual consent.

Below is the contact information for the awarded bidder:

Ferguson Waterworks
801 Thorpe Road
Orlando, FL 32824
P: 407-859-7473
P: 407-739-6165
Contact: Justin Montandon

All of the exceptions or other conditions taken by Ferguson Waterworks are included with this letter. If you have any questions, please give me a call.

Attachments
cc: Bidders

WASTEWATER PIPES, VALVES & FITTINGS BID
FMPA ITB# 2019-021

Bidders Exceptions and Clarifications

Consolidated Pipe & Supply.

- Bid 3M, Apollo Conbraco, American Flow Control, Star, NIBCO, National, Mueller Co., ENDOT, Spears, Smith Blair, Tigre, Oatey, Custom Fab, Trench Tough Plus, and Matco Norca
- Delivery time of 5-14 days, depending on the item.
- Took no exceptions.

Hayes Pipe.

- Bid American Flow Control and Mueller Co
- Delivery time of 2-28 days, depending on the item.
- Took no exceptions.

Ferguson Waterworks.

- Bid 3M, American Flow Control, Apollo Conbraco, Custom Fab, National, Mueller Co., Romac, Proflo, ENDOT, Spears, Sigma, NIBCO, Tigre, Oatey, Tyler Union
- Delivery time of 2-14 days, depending on the item.
- Took no exceptions.

Ferguson Waterworks Proposal For:

**Purchase & Delivery of Wastewater Pipe, Valves & Fittings
Due November 26th, 2019 1:30 PM**



**Florida Municipal Power Agency
8553 Commodity Circle– Orlando, Florida 32819**



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Section 1: Introduction-Mission Statement

Florida Municipal Power Agency,

Our below company mission statement identifies many of our core attributes .

OUR MISSION IS...

- To develop collaborative relationships with our customers.
- To be the premier customer-oriented supplier of value-added services.
- To partner with vendors who help us meet our customers' needs.
- To provide a broad range of products and services to our customer base and strive to build and maintain customer loyalty.
- To continually improve our performance applying the latest technologies and executing Quality Objectives to enhance our processes and strengthen our framework.
- To operate with integrity and achieve our mission in an ethical manner.
- To maintain and improve a Quality Management System.
- To provide our associates with a work environment that promotes communication and opportunities for personal growth and career development.
- To conduct business responsibly and in a manner built on a culture of protecting the health and safety of our employees and the public.
- To make a contribution to our communities as individuals and as a company.
- To succeed as a business and to provide a return to our shareholders.

Our distinction of being the top distributor in the United States demonstrates our dedication to customer service; taken not only to conduct business and service with FMPA Members, but to participate in the community, lending jobs and to service the area.

Section 1: Introduction- History of Ferguson

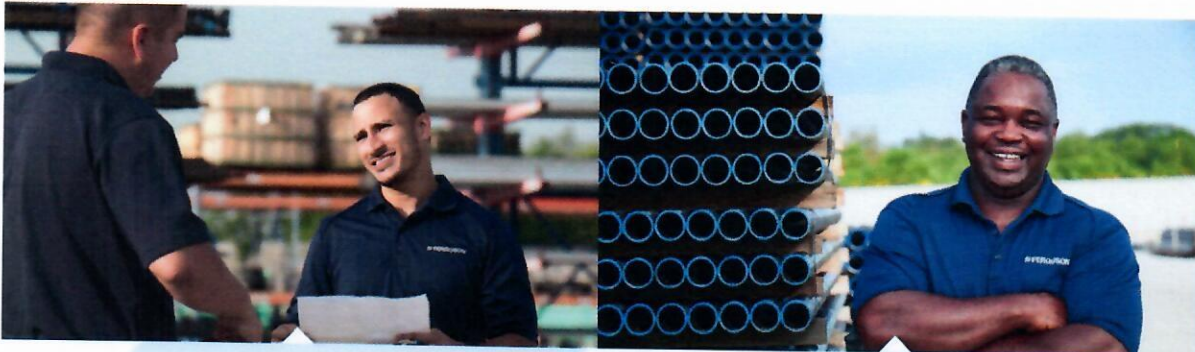


FERGUSON: A HISTORY OF SUCCESS

Ferguson is a company committed to the growth of its business and its people. Founded in 1953 by Charles Ferguson, Ralph Lenz, and Johnny Smither, the company began with a modest \$165,000 starting capital. Ferguson's first two locations opened in Colmar Manor, Md., a suburb of Washington D.C., and Birmingham, Ala., for the purpose of servicing smaller plumbing contractors. In 1954, Crossroads Supply opened in Alexandria, Va., and became the umbrella company for the three locations. Peebles Supply was opened in 1959 in Hampton, Va., by David Peebles, who became the company's second president in 1969 and changed the name of the managing company to Ferguson Enterprises Inc., in honor of the company's mentor.

Under Peebles' leadership, Ferguson grew to be an industry leader by idealizing the American dream of owning and operating a business. Ferguson managers who started locations under their own names were truly entrepreneurs, structuring their businesses based on local market demands. Peebles' instituted Ferguson's Training Program, which was designed to attract the best and brightest the workforce had to offer. Peebles' philosophy of aggressive expansion and his vision of what we could become served Ferguson well during this period of growth. By 1982, when the company was acquired by Wolseley plc, Ferguson had 76 locations in 11 states and \$142 million in annual sales. Wolseley's financial strength contributed to Ferguson's phenomenal growth in the next decade with the addition of 13 new states, bringing the total number of locations to nearly 200.

Section 1: Introduction- History of Ferguson



In 1989, Charlie Banks, Ferguson's first official trainee, became the company's second President and CEO. With Banks' guidance, Ferguson grew from \$606 million in sales to over \$3.3 billion and had more than 500 locations in 38 states. In May 2001, Banks took over as Group Chief Executive of Wolseley, Ferguson's parent company, and Claude "Chip" Hornsby stepped in to guide Ferguson as President and CEO. In 2005, John Stegeman was appointed Ferguson's President and CEO, as Hornsby transitioned to Wolseley's Group Chief Executive after Mr. Bank's retirement the following year.

Frank Roach was appointed CEO for Wolseley's North American operations in December 2005, and in August 2009, he assumed additional responsibilities as CEO of Ferguson. In the late 2000s, Ferguson's growth began to slow as the recession hit traditional construction markets. Ferguson weathered the challenge by renewing its focus on efficiency, with key oversight by Roach and his leadership team. The focus on discipline helped prepare Ferguson for the coming period of immense growth and record-high profits.

After nearly 41 years with Ferguson, Roach retired in July 2017 and passed the reins to longtime Chief Operating Officer, Kevin Murphy. Under Murphy's guidance, Ferguson continues to focus on developing its associates and providing unrivaled customer service - a proven strategy that will allow Ferguson to continue to meet its goals for the future. The company's diversification across multiple business sectors, including residential plumbing, waterworks, HVAC/R and commercial/industrial supply, have positioned the company to succeed, regardless of the economic climate.

Ferguson is a company that has proven it can adapt to the times. The company's rich history and second-to-none customer service make it an industry leader, but its associates make Ferguson the company it is today.

Section 1: Introduction: Headquarters Location

Ferguson Corporate Headquarters

Ferguson Enterprises
 PO Box 2778
 12500 Jefferson Avenue
 Newport News, Virginia
 23602, USA
 T: 757-874-7795
 F: 757-989-2501
 E: first.last@ferguson.com
 W: www.ferguson.com

State of Incorporation: Virginia

Number of years in business: 65

Names and contact information of key personnel:

<i>Justin Montandon – Outside Municipal Sales</i>	<i>Justin.montandon@ferguson.com</i>	<i>407-739-6165</i>
Greg Pullis – Inside Municipal Sales	Gregory.Pullis@ferguson.com	407-859-7473
Darren Campbell – General Manager	Darren.Campbell@ferguson.com	407-383-9462
Jake Lane – Sales Manager	Jake.Lane@ferguson.com	407-405-1761
Greg Terry – Operations Manager	Gregory.Terry@ferguson.com	407-963-6131

Resume of Primary Contract Justin Montandon on next page.

Justin Montandon is the day to day contact / Emergency middle of the night contact / Lead contact for setting up Manufactures Demonstrations / Account Questions and much more.

Greg Pullis is the customer service contact who solely works with Justin, and Municipal customers. Greg is in also in front of the computer each day, ready to answer any questions.

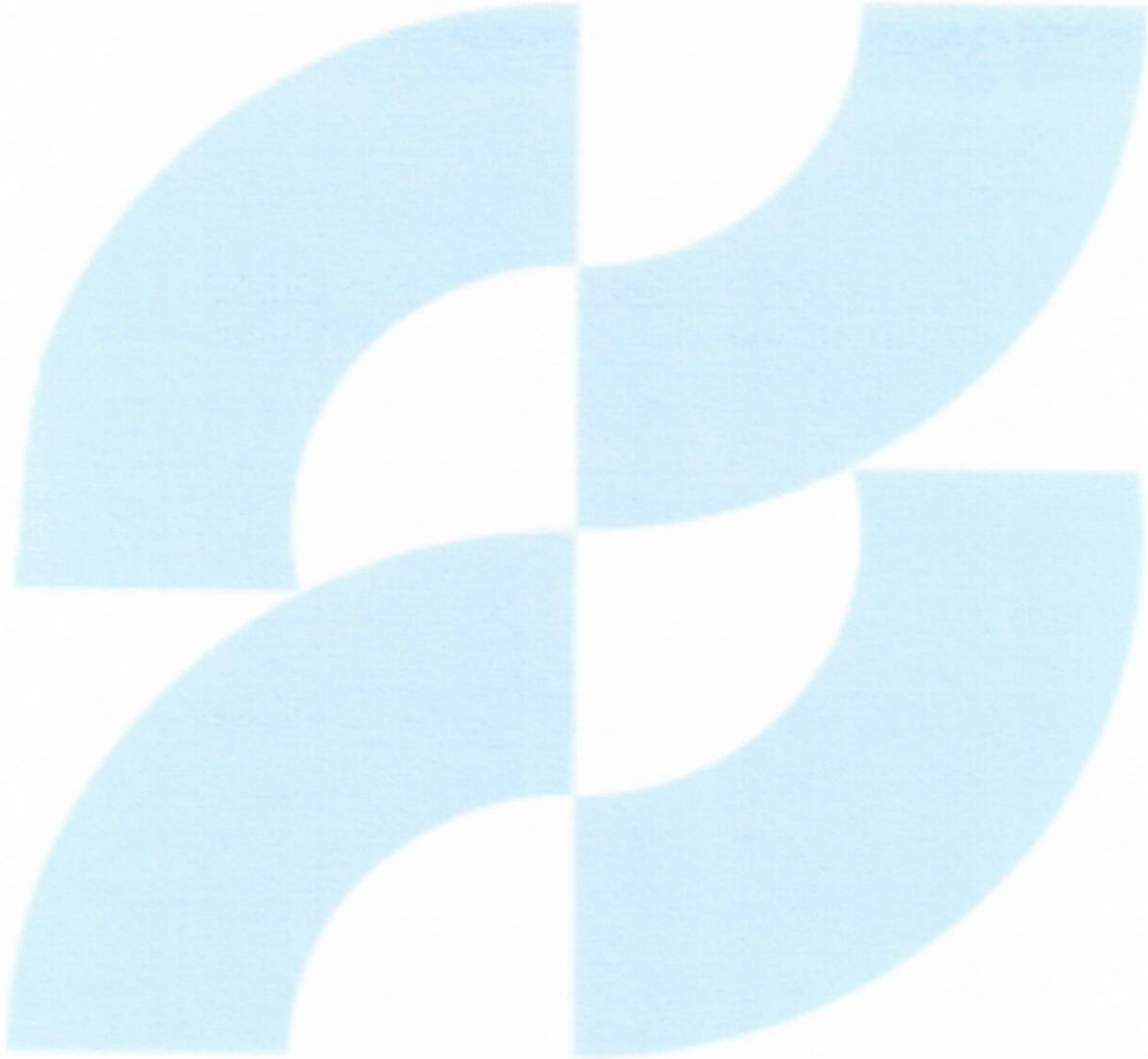


Justin
Montandon
Municipal
Sales



Contact Information	
(407)739-6165 Justin.Montandon@ferguson.com	
Summary	
Justin joined Ferguson Waterworks immediately after graduating from the University of Florida in 2004. He quickly completed Ferguson's Sales / Management program, and excelled in his following Inside sales role. In 2006 he was promoted to Manager of Training & Development, and promoted again the following year, to his current role Municipal Outside Sales. Justin employs his 15 years of experience with Utility infrastructure to provide excellent customer service to his Municipal Customer's. Justin lives with his wife Ashley, and two children, Kennedy & Logan in Longwood, Florida.	
Experience	
Ferguson Waterworks – Municipal Sales	August 2007- Present
• Responsible for AMR/AMI system sales & support for Orange, Lake, Volusia, Seminole, Osceola Counties • Reliable- Has personally provided over 25 emergency / After hours deliveries to his Municipal Customers • Provides Prompt, accurate, friendly, and consistent customer service • Loyal and Dependable– Ferguson is his sole employer after graduating in 2004 • Conducted hundreds of Waterworks Product demonstrations	
Ferguson Waterworks – Manager of Training & Development	June 2006 – July 2007
• Created the Training program for one of the largest Ferguson locations in the country • Developed over 12 associates for Outside Sales / inside sales position • Created operational Efficiencies that saved Thousands of man hours	
Ferguson Waterworks Inside Sales-	March 2005 - July 2006
• Handled over 30 contractors during one of the busiest developing periods in American history • Coordinated logistics, Material Procurement, Created Submittal, Proactive customer service • receiving, Counter Sales, Credits, Inventory control • Completed training Program in Pompano Beach Location- Shipping / receiving / Counter Sales	
Education	
University of Florida	2001-2004
Major: Bachelor of Arts in Business Administration Minor: Mass Communications, Spanish	
Graduated with Honors- Cum Laude Designation	

Section 2: Required Forms and Submittals



**PROPOSAL TO FURNISH
PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount 0 % for payment made within 30 days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on the attached Bid Forms.

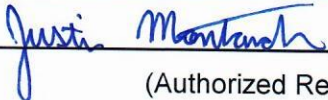
Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number	<u>N/A</u>	Dated	<u>N/A</u>
Number	<u></u>	Dated	<u></u>

Respectfully submitted:

Company Name: Ferguson Waterworks (Ferguson Enterprises, LLC)

Signature: 

(Authorized Representative)

Justin Montandon

(Type or Print Name of Signer)

Address: 801 Thorpe Road
Orlando, FL 32824

E-Mail Address: justin.montandon@ferguson.com

Telephone Number: 407-859-7473

Toll Free Number: 407-859-7473

Date: 11/11/2019

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that
Ferguson Waterworks does:

(Name of business) (Ferguson Enterprises, LLC)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.


Vendor's Signature

11/11/2019
Date

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

**** Leaving this Form Blank- not needed as we are submitting

STATEMENT OF NO BID

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to bid on your Invitation to Bid, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for THE PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS
FMPA ITB # 2019-021

 X We DO NOT take exception to the Bid Specifications.

 We TAKE exception to the Bid Specifications as follows:

Company Name: Ferguson Waterworks (Ferguson Enterprises, LLC)

By: Justin Montandon
(Authorized Person's Signature)

 Justin Montandon- Municipal Sales
(Print or type name and title of signer)

Company Address: 801 Thorpe Road Orlando, FL 32824

Telephone Number: 407-859-7473

Toll Free Number: 407-859-7473

Fax Number: 407-859-9561

Date: 11/11/2019

Minority Business Status: Yes ☐ No ☒ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

(Ferguson Enterprises, LLC)

The Contractor/Bidder, Ferguson Waterworks 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Justin Montandon- Municipal Sales

Name and Title of Contractor's Authorized Official

11/11/2019

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 59 through 69 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement
Remedies
Equal Employment Opportunity
Contract Hours and Safety Standards Act
Clean Air Act
Federal Water Pollution control Act
Access to Records
Suspension and Debarment
Byrd Anti-Lobbying Amendment
Procurement of Recovered Materials
DHS Seal, Logo, and Flags



Signature of Contractor's Authorized Official

Justin Montandon- Municipal Sales

Name and Title of Contractor's Authorized Official

11/11/2019

Date

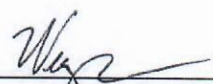
**SECRETARIAL CERTIFICATE
OF
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Florida, are doing business as Ferguson Waterworks, and ii) Justin Montandon is in Outside Sales in Florida and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2018, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Justin Montandon as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2020.

Dated: 5/22/19



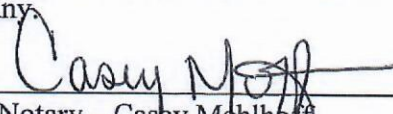
FERGUSON ENTERPRISES, LLC

By: 
Wesley E. Rice, Assistant Secretary

Commonwealth of Virginia)

City of Newport News)

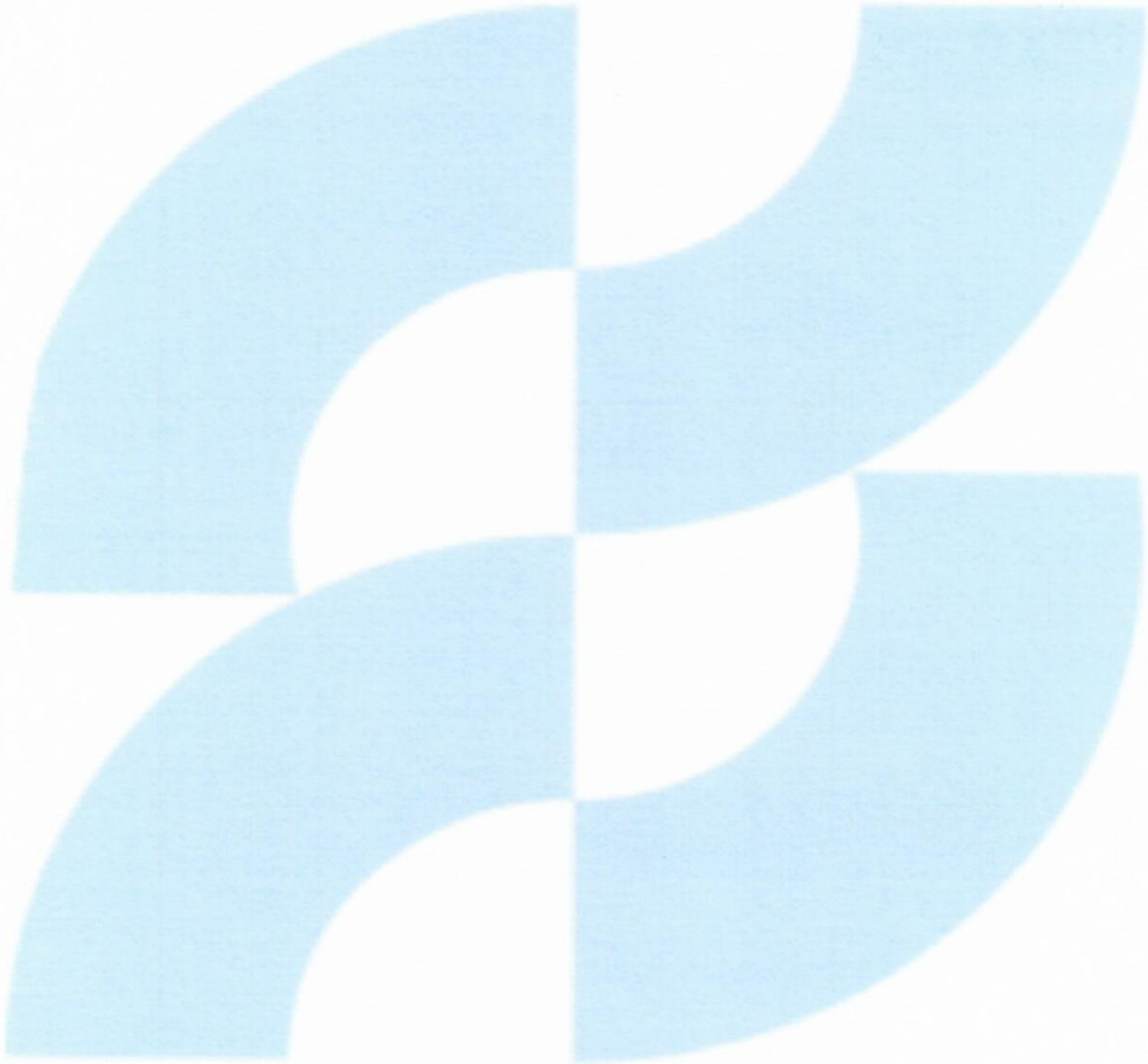
Sworn to subscribed and acknowledged before me this 22nd day of May, 2019, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.


Notary – Casey Mehlhoff

My commission expires: July 31, 2022



Section 3: Value Added Services



**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT
PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS**

ADDITIONAL INFORMATION (Ref. Terms & Conditions Section 14)

Please provide the following items:

- 1) A complete description of Value Added Services to be provided by the bidder.
- 2) A list of existing similar contracts.
- 3) Contact information for existing contracts.

ADDITIONAL INFORMATION (Ref. Terms & Conditions Section 18.1)

As indicated in Section 18.1 of our Terms & Conditions, please provide the discount percentage for the entire bid award.

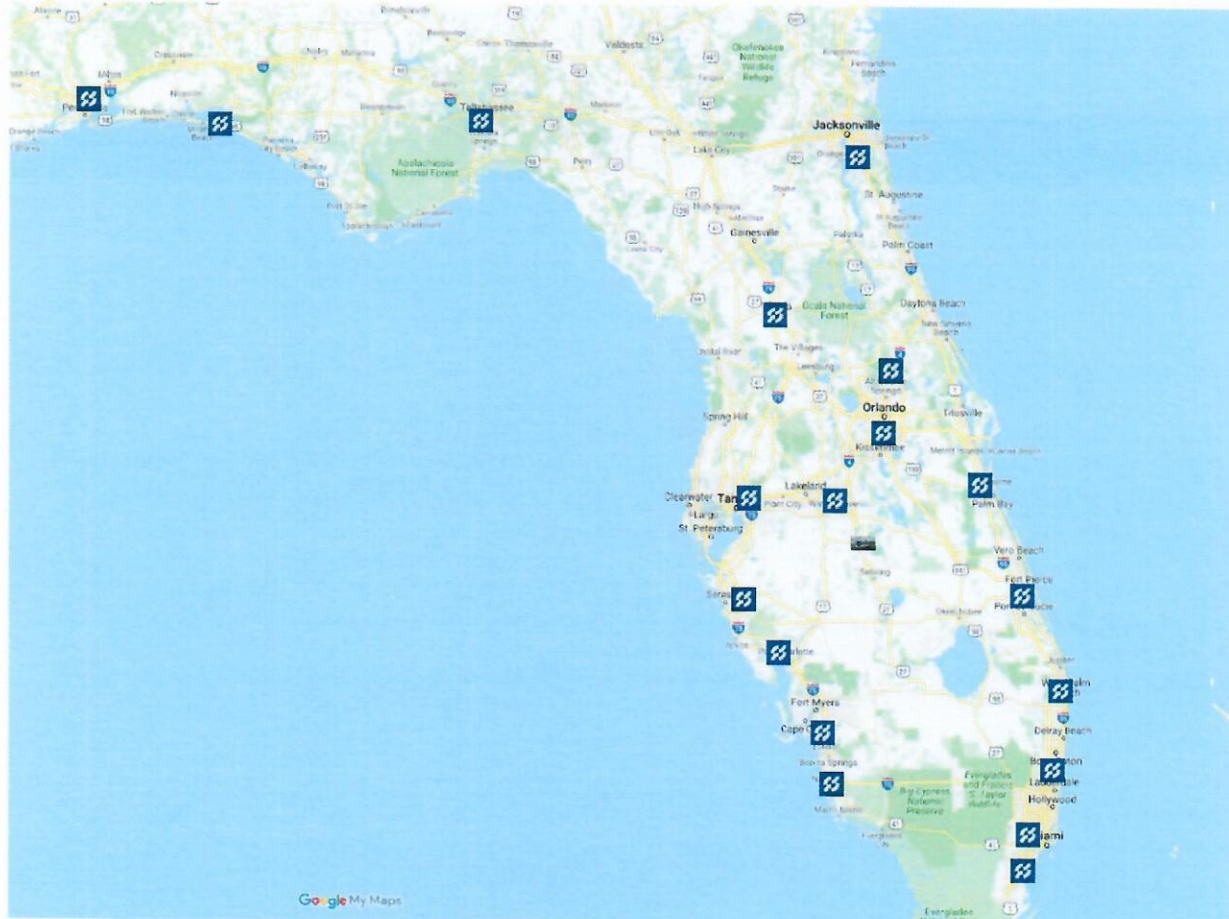
(Please see Following Page)

Section 3: Value Added Services

Key Components of our Value Added Service

- I. **Ferguson's Network of Locations**– Ferguson's Network of branches contains 19 Water / Wastewater specific Branch locations in Florida alone. Perfect for Organizations like FMPA Who has members all over the state. In addition Ferguson's master 500,000 square foot distribution Center is located in Frostproof, Florida.
- II. **Ferguson "Fast Link"**– The Ability of Ferguson to link The customer's and Ferguson's part numbers, is a key link In our Value added Supply Chain. We detail the significance of This feature, and how it saves Time & Money.
- III. **Ferguson.com and Customer customization**– Ferguson. Com is Ferguson's state Of the art, Fully interactive website. Functionality includes Real time access to Contract Pricing, Product availability, Product Specification sheets, Customizable "My Lists", and much more. FMPA members can actually search and order utilizing their own part numbers.
- IV. **Ferguson's Price lock**– Ensures that the contract price Is correctly for all FMPA Member Orders, regardless of method Purchase. Phone call / Online / Counter pickup / Delivery

Section 3: Value Added Services– Ferguson’s Network



Ferguson Waterworks Locations

Tampa
Miami
Pensacola
Melbourne
Sanford

Santa Rosa Beach
Winter Haven
Port Charlotte
Fort Pierce
Naples

Jacksonville
Pompano Beach
Orlando
Fort Myers
Tallahassee

Ocala
Riviera Beach
Sarasota
Miami

Southeast Distribution Center

500,000 SF Frostproof, FL

Tab 3: Value Added Services

Key Components of our Value Added Service

I. Question: What are some of the Value added Benefits of having the customers part number, and Ferguson's Part numbers linked together?

#1) Saves FMPA members from Handwriting hundreds or thousands of Part codes a Year. Many municipalities track parts as they flow through their inventory system. When a municipality receives a part they ordered, most manually write their own part number for each item on the packing slip. This helps confirm that each part ordered was received, and the Packing list can be matched up to the purchase order. Having the Part number automatically print, eliminates the need to Hand write saving time.

#2) The Customers part numbers Also automatically Print on invoices. This makes matching up invoices to open purchase orders much easier.

#3) Ensure that you get the exact Brand you want every time!

Customers can have different product needs due to their unique Geographic location, Soil type, Climate. A good example being Coastal cities may require a product to be made of a certain grade of Brass or Stainless Steel. Once this need is confirmed, Ferguson links up the customers code to the exact specification Needed. This means the correct part will pull up automatically every time. No more relying on suppliers to "remember" the Specialty coating needed. This reduces / eliminates shipping Errors saving precious time.

Tab 3: Value Added Services—

Tab 3: Value added Services

-Part Number Link

Example #2) Customer Invoices– St. Clouds part numbers appear on invoices



FEL-MELBOURNE WATERWORKS #751
PO BOX 100286
ATLANTA, GA 30384-0286

EMAIL DUPLICATE INVOICE

Deliver To: **LESLIE**
From: Justin Montandon
Comments:

Please Contact With Questions:
321-723-3177

Invoice Number	Customer	Page
1721364-2	273	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 87.12

FEL-MELBOURNE WATERWORKS #751
PO BOX 100286
ATLANTA, GA 30384-0286

Sold To:
CITY OF SAINT CLOUD
ACCTS PAYABLE
1300 NINTH STREET
ST CLOUD, FL 34769

Ship To:
CITY OF ST. CLOUD WAREHOUSE
3100 COMMUNICATIONS ROAD
LARRY 407-957-7247
SAINT CLOUD, FL 34769

Ship Wise	Sell Wise	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
751	751	FLE	076644	229	Warehouse	10/29/2019	100174
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
9	9	67000500001	16 OZ BLUE OATEY CEMENT OI	6.640	EA	59.76	
6	6	67000500002	PVC PURPLE PRIMER CLEANERSZ: 1 P OI	4.560	EA	27.36	
Invoice Sub-Total						87.12	
Tax						0.00	
Total Amt						87.12	

Item Number	Description	U
67000500001	16 OZ BLUE OATEY CEMENT OI	
67000500002	PVC PURPLE PRIMER CLEANERSZ: 1 P OI	
Invoice Sub-Total		

Tab 3: Responses to all Qualifications

Part Number Link- Commonly asked Questions

What if a FMPA Member adds a new inventory item, or what if the manufacturer we prefer for an item changes? How is Ferguson's part link updated, how long will it take?

If a FMPA member adds a new item to their inventory, or an existing product changes, Ferguson can make changes on our side Immediately. This is a big deal because the part link is handled by your local Ferguson branch. With a simple phone call or email to Ferguson, a local associate can make the change in minutes. Many other companies in our industry don't even have a part number link as an option. Other companies have to have these changes made at their headquarters, and it may take weeks / months to process

Can I use my part numbers to look up Product information at Ferguson.com?

Yes! Upon selecting Ferguson as a Supplier, you would be able to enter the Part number on the Ferguson.Com website. After we complete our "Part link double check" we can verify all the information is accurate. By typing in your part number You have access to that items Box Quantity information, Manufacturer Part number, Product Pictures, Spec-sheets, Pricing, and more

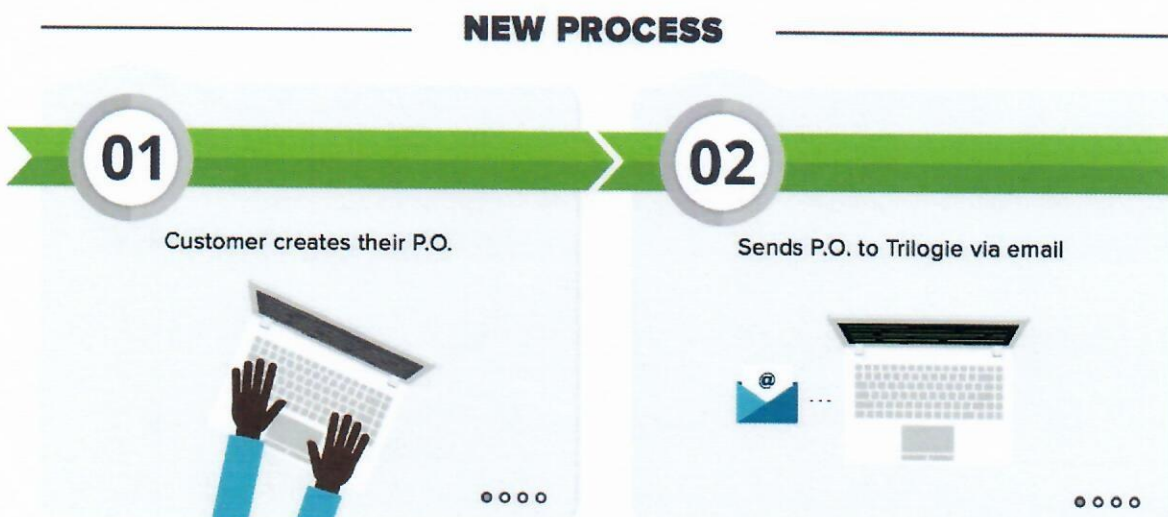
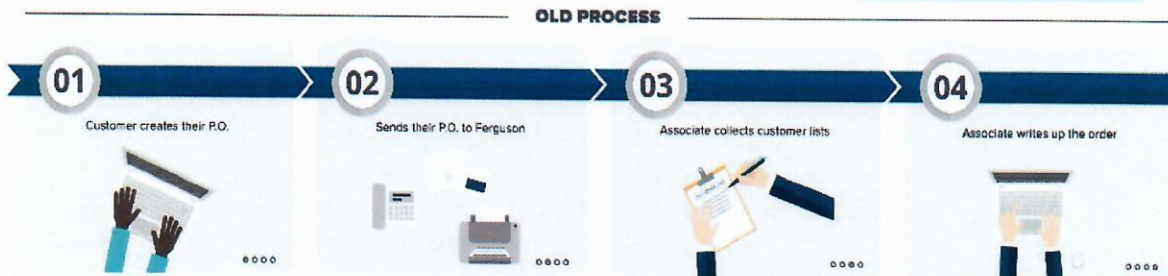
Tab 3: Responses to all Qualifications

Ferguson's Purchase Order Integration System-
Your Full Order is in our system within minutes of Receiving P.O.

For Customers that have Electronically generated purchase orders, another Free Value added service is available. If you have a computer system that Creates your purchase orders, and you have the ability to email orders, then this system may be for you.

Purchase orders we receive by email, can be "Mapped Out" by our Integration System. The computer system learns and memorizes the key information is located. This information includes part numbers, Quantity, delivery Address, ordered by information, Purchase order number, and more.

Now, when a purchase order is received via email, it is sent electronically into Ferguson Order system. All Ferguson Orlando municipal staff, receive a notification that you have placed an order, and our computer system enters your order immediately. This eliminates the need for a person to enter the order into Ferguson's system manually.



Tab 3: Value Added Services

- Price Lock

Ferguson Price Lock

Ferguson Waterworks has a "Price Lock" option in its computer system. After Ferguson and A Customer enter into an agreement, that pricing can be locked in place on the customers Account. This is important because no matter who at St. Cloud or Bushnell places an order, they will receive their contract price. This applies to any phone orders, material ordered by purchase order, Orders placed online, and any other ordering methods.

FMPA members can verify anytime that this lock is in place with their part number, and the Ferguson.com website. A live presentation is available for the price lock, or any Other of the Value added services offered.

Section 3: Value added Services

Value Added Services- Ferguson.com & Invoice Integration

Doing business with Ferguson is more convenient and easier than ever. Ferguson.com is packed with distinct features to help FMPA members quickly place orders, access product details, and manage accounts at the office and on-the-go, 24/7.

Our free, real time website gives our customers quick access to products, time-saving account details and convenient online ordering. Ferguson.com is packed with features that customers can't find anywhere else.

Ferguson.com offers personalized product codes, 12 month's purchase history (View Purchase History), favorite's lists (My Lists) & Quick Order for easy on-line purchasing of FMPA member's commonly ordered items. As mentioned before, One of the big advantages to Ferguson.com is we offer code cross referencing, meaning that we can cross reference St. Cloud or Bushnell's warehouse product code with Ferguson part numbers. Customers can go on-line and type in their part number and it will automatically reference the Ferguson code, making search and Quick Order very convenient.

Our customer inventory management (CIM) services are built around the customer's business processes. Ferguson provides bin labels, customized & barcoded reference catalogs, and bar-code reading scanners to make stock replenishment and inventory counts so much easier. Our program is scalable and built to fit whatever our customers need. Over 1000 scanners have been deployed around the nation to our various customers. For iPhone and Android users, Ferguson has a Smart Phone Bar Code scanner App free of charge.

With Ferguson.com, you can see your current account status and manage cash flow. Flexible payment options available such as credit card payment or credit terms account. Print AR statements or research invoices whenever needed.

INVOICE INTEGRATION

Ferguson can also provide electronic invoices to update our customers accounting system. This option requires that our customer's program can send and/or receive electronic documents via EDI, XML, CXML, TXT, CSV, etc.) Upon award, Ferguson's National integration Specialist, would obtain the necessary OUC computer system information. With this Information, we can provide the different integration options available.

Section 3: Value Added Services

-Reducing Overall Cost

III. Reducing Overall cost- There are many ways that Ferguson will save you time and Money. At FMPA members request, we can schedule individual warehouse review sessions. During Warehouse review sessions, we review all of the brands and inventory items that are currently in stock at your warehouse. We will prepare a list of money / time saving alternates and new products for you to review in a follow-up meeting.

Options that Ferguson will present to FMPA customers for Consideration **Review of stocking areas, and conversations on the following:**

- #1) Installation time- Is there an alternate product of equal / Superior quality, that will take less time to install
- #2) Price Savings- Is there is a product that is equal / Superior in Quality, that is less expensive
- #3) Availability- Are there any products that are frequently delayed from the manufacturer. If so we will stock these products for you locally. in addition we will present other options for more reliable/ logistically closer manufacturers
- #4) Product advances- Is there a product available that can take the place of multiple products. (Example- advances in Repair clamps, where 1 clamp can cover all types of pipe for a size, and replace 3 clamps on the shelf)

At this time we would like to confirm that Ferguson will only ship products to FMPA Members that meet all standards and specifications of the AWWA.

Section 3: Value added Services

-Reducing Overall Cost

III. Previous Example of Warehouse Review Session

American Flow control teamed up with Fellow manufacturer, Romac, to offer valves and fittings with Romac's Alpha connection. This connection allows the customer to attach hydrants and valves With a single bolt and no additional parts. In the past, the city had to purchase and install separate restrains, bolts, gaskets. On average, this new connection saves around 20 minutes per side! Ferguson carries these products in Local warehouses.



Section 3- Value Added Services

Emergency Delivery / After Hours Action Plan

- I. Ferguson currently offers After hours / Emergency access to inventory material. Over the years, Ferguson has handled emergency needs arising from Storm Events, broken water mains, and more. Ferguson understands the need for having more than one associate ready to respond.

Please see the below Action Plan

Step 1: Call your Primary contact / salesman Justin Montandon

Justin's cell phone is always on. Even if Justin is out of town, he has a team behind him. Even when out of town, Justin has his laptop on him, and has live access to Ferguson's Inventory levels. Ferguson salesman have keys to the Orlando location, and can personally open up Ferguson's store. Even if out of town, Justin will coordinate with other Ferguson associates to have the store opened.

Question: What happens if I call Justin and I get his voicemail?

Step 2: Ferguson management also has access to the branch, and is committed to answering after hours emergencies. Please see the following cell phone numbers of key Ferguson Personnel. If Justin's voicemail is reached, we have 4 backup's currently in place.

Ron Olson- Orlando Warehouse Manager	cell: 407-947-6167
Greg Terry- Orlando Operations Manager	cell: 407-963-6131
Jake Lane- Orlando Sales Manager	cell: 407-405-1761
Darren Campbell- Orlando General Manager	cell: 407-383-9462

Section 3: Value Added Services

Emergency Delivery / After Hours Action Plan (continued)

Below is a specific list of processes to maintain a responsible managed inventory:

- Identify emergency and repair items with FMPA Members staff and agree on stocking levels.
- Discuss the item minimums/maximums for products needed to be kept at customer's locations and at Local Ferguson Branches.
- In addition, incorporate quantities of known upcoming projects with new monthly demands to create better and timelier purchase quantities.

Ferguson Stocks many Storm related Emergency Products

Your local Ferguson has diversified into many products that are frequently need During emergency situations. This list includes

Generators
Sand Bags
Compaction Equipment
Trench Boxes
Jobsite Trailers
Full line of Stihl Saws / Products

In addition, Ferguson also has the after hours contact numbers for manufactures in our Community. Between Ferguson's relationships, and Sister companies, there are not many Products that are outside of Ferguson's access.

Section 3: Value added Services Ferguson's in House HDPE team

Ferguson's In House HDPE Fusion Team

(Please see our Full website at www.HDPE.Com)

Wolseley Industrial Group is a Division of Ferguson that specializes in all things HDPE. Ferguson's Wolseley Industrial Division, has its own team of Fusion Tech's, Fusion Equipment, and much more. We also offer training, where we can teach your employees the Science of Fusing HDPE.

WOLSELEY
INDUSTRIAL GROUP

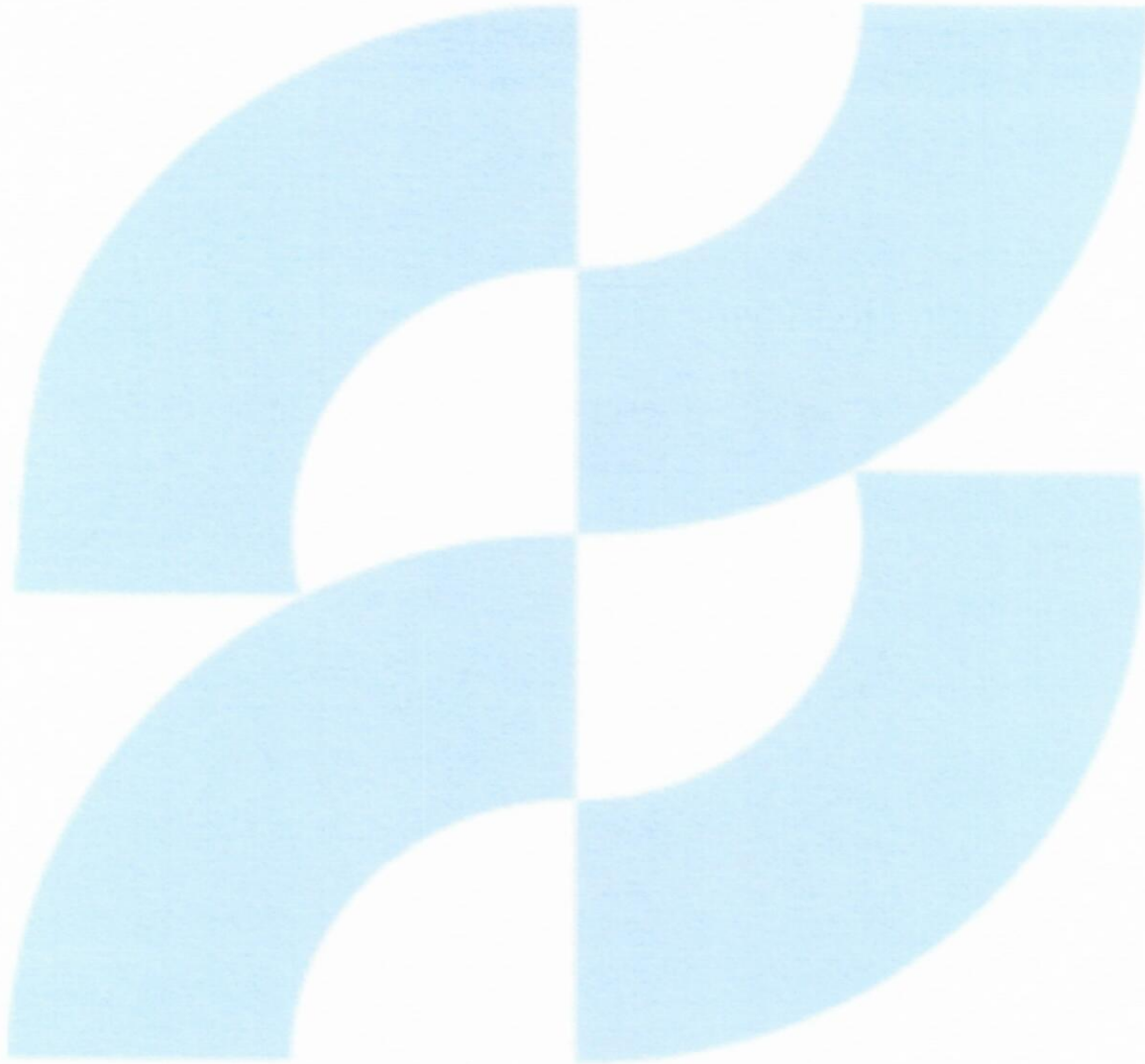
**INDUSTRIAL
PLASTICS**
Pipe, Fabrication and Fusion Services



CONTACT ONE OF OUR HDPE FABRICATION FACILITIES TO LEARN MORE.

FLORIDA Lakeland (863) 667-1686	NORTH CAROLINA Washington (252) 946-8071	TEXAS La Porte (713) 491-1970	WASHINGTON Washougal (360) 835-2129
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Section 4: Additional Discount for Award of Entire Bid



Section 4: Discount Offered for Award of Entire Bid

Ferguson is pleased to offer an additional 5% discount off all net Price listed if awarded the entire bid.

We believe an award to one supplier is in the best interest of FMPA members.

By awarding to 1 key supplier, it will reduce the number of invoices the customers Receive from material Suppliers. In turn it also reduces the number of payments the city has to make each year. The Receiving departments at the city benefit from having less shipments. Purchasing saves time eliminating looking up what item to award to order from each vendor.

Section 4: Additional Item needs

Ferguson understands that FMPA members may have a large variety pipes, valves, and fittings in their existing infrastructure. Installation methods and materials have changed drastically over the years, and Predicting what we will need to repair is Not always possible. These repairs can often require a different connection style, coating, length, manufacturer etc. For this reason, Ferguson is pleased to provide the following discounts off manufactures most recently published List prices. Ferguson will hold the discount percentages firm during each term, and will request any changes via the same methodology listed in the terms and conditions for this bid. These discounts all reflect an additional discount above and beyond Ferguson's 2020 Florida Municipal Discount Listing.



Percentage Discount's off Manufactures List Price Catalog

Manufacturer	Category	Discount	%
American Cast Iron Pipe Company	Ductile Iron Pipe	10	%
American Flow Control	Gate Valves	53	%
American Flow Control	Hydrants	46	%
American Flow Control	Hydrant Parts	10	%
ARI	Air release Valves	15	%
Backflows	(Wilkins, Watts, Apollo, etc	(Ferguson cost + 15 to 29% for shipping)	%
Charlotte	sch40 fittings up to 8"	78	%
Charlotts	Sch80 Fittings up to 8"	78	%
Check Valve Parts	Multiple Manufactures	10	%
Custom Fab / US pipe Fab	P-401 Fittings	50	%
Custom Fab / US pipe Fab	P-401 Spools	48	%
Custom Fab / US pipe Fab	Cement Lined Spools	48	%
Ebaa	Restraints	50	%
Endot	Poly Tubing	Net Sheet	%
Ferguson	Pipe Supports	10	%
Ferguson Industrial Plastics	HDPE Risers	Net sheet	%
Ferguson Industrial Plastics	Flange Adapters / Backup Rings	net sheet	%
Ferguson Industrial Plastics	Custom HDPE Fittings	neet sheet	%
Ferguson Industrial Plastics	HDPE Technician Services	net sheet	%
Fernco	standard Couplings	70	%
Fernco	Shielded Couplings	25	%
FIP	Wall Pipe / Sleeves	40	%
FNW	Valves	60	%
FNW	Camlocks	43%	%
FNW	Brass Valves	70	%
Ford Meter Box	Saddles- Section AA	42.5	%
Ford Meter Box	Brass Items (Corps, Curbs, Coup, Fittings, ins	51	%
Ford Meter Box	Iron Yoke Items	51	%
Ford Meter Box	Repair Clamps	45	%
Ford Meter Box	Tapping Sleeves	45	%



Percentage Discount's off Manufactures List Price Catalog

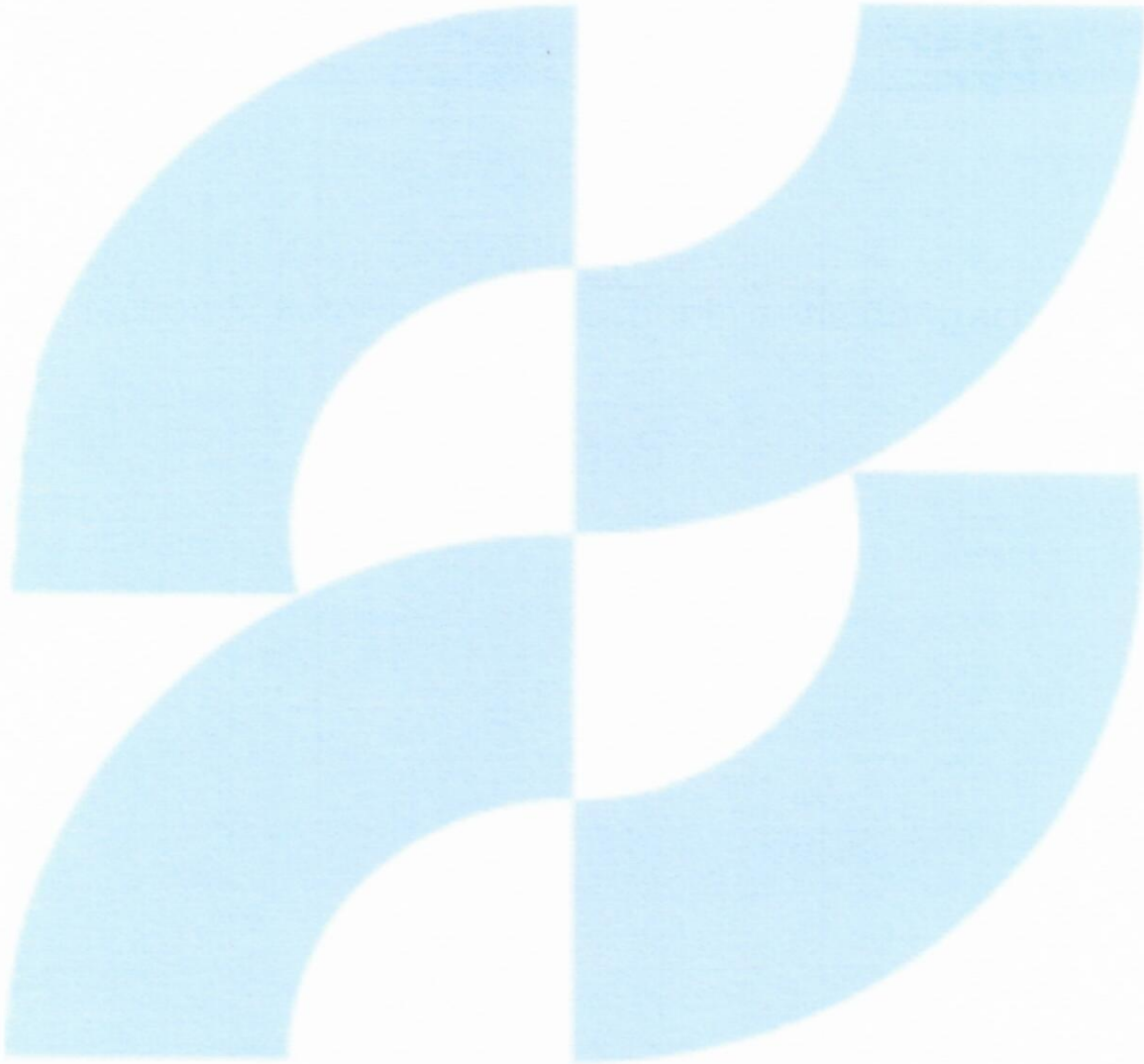
Manufacturer	Category	Discount	%
Ford Meter Box	Import Restraints	45	%
Ford Meter Box	Domestic Restraints	45	%
Gauges	(Wika, Winters, Ashcroft)	cost + (30-45%)	%
Highfield	Bullet Locks	8	%
Hydrant Parts	Multiple Manufactures	10	%
Hydroguard	Flushing Devices	1	%
Link Seals	Link Seals	20	%
Max Adapters	Sewer Adapters	10	%
Meritt Brass	LF Brass Import	62	%
Meritt Brass	LF Brass Domestic	78	%
Meritt Brass	Brass Nipples	94	%
Meritt Brass	SS Cast Fittings	80	%
Meritt Brass	SS Nipples	94	%
Meter Boxes	(Carson, DFW, NDS, Polymer Concrete	(Ferguson cost + 15 to 29% for shipping)	%
Misc Storm / Public Works Items	Misc Storm / Public Works Items	20	%
Mueller Systems	Meters	22	%
Mueller Systems	Meter Infrastructure	22	%
Multi Fittings	4"-18" Molded Fittings	74	%
Oatey	Cleaners	50	%
Oatey	Glue	50	%
Oatey	Primers	50	%
Pollard Water	Flushing	Book is netprice, & free Shipping	%
Pollard Water	Metering	Book is netprice, & free Shipping	%
Pollard Water	Safety	Book is netprice, & free Shipping	%
Pollard Water	Chemicals	Book is netprice, & free Shipping	%
Pollard Water	Dechlorination	Book is netprice, & free Shipping	%
ProFlo	Valves	50	%
ProFlo	Dresser Repair Coup	50	%
ProFlo	Unions	65	%
Proselect	Bolt kits- MJ / Transition	50	%



Percentage Discount's off Manufactures List Price Catalog

Manufacturer	Category	Discount	%
Proselect	Flange Bolt Kits	58	%
PVC Pipe	PVC pipe	5% off Net sheet	%
Romac Industries	Alpha Items	37	%
Romac Industries	Macro Items	40	%
Romac Industries	Saddles	60	%
Sigma Corporation	Restraints	60	%
Sigma Corporation	Fittings	55	%
Sigma Corporation	Valve Boxes	50	%
Smith Blair	Fittings	40	%
Spears Manufacturing	Sch40 White Molded Fittings up to 8"	60	%
Spears Manufacturing	Sch80 Gray Molded fittings up to 8"	70	%
Spears Manufacturing	Compression Couplings	36	%
Spears Manufacturing	Valves, Misc Fittings, Other Fittings	29	%
Suntree - OldCastle	NSBB	4% Off final MSRP project pricing	%
Suntree- Oldcastle	MISC Products	4% Off final MSRP project pricing	%
SW Services	Debris Caps	65	%
Telsco	Repair Items	37	%
Tyler Union	P401 Fittings	55	%
Tyler Union	Import Cement Lined Fittings . FBE	55	%
Tyler Union	Domestic Cement Lined	17	%
Tyler Union	Import Valve Box	30	%
Tyler Union	Domestic Valve Box	net sheet	%
US Foundry	Rings / Covers	5% off Net sheet	%
Waterous- (purchased by American flow)	Check valves	50	%
Waterous- (purchased by American Flow)	Fire Hydrants	46	%
Additional items not listed	Stock items	up to 14% over cost	%
Additional items not listed	Non-stock items	up to 19% over cost	%

Section 5: References and List of Existing Contracts



Section 5: Similar Contracts & Contact information

I. Introduction to Similar Contracts / References

Ferguson currently services hundreds of Cities, Towns, Counties, Villages, Agencies, and Utility Commissions in the state of Florida.

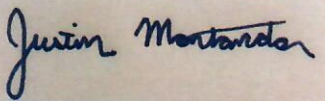
In the following pages, we highlighted 3 of these accounts. These accounts were selected to display our experience with the following

1. Municipalities that have Power and Sewer / Water (GRU)
2. Municipalities that have large Service Areas (Collier County)
3. Our experience working with other CO-Ops (E&I)

With each of our customers, we find they have their own unique Utility Systems, and sets of challenges. Ferguson has met these challenges with a unique combination of inhouse solutions.

If there is any additional information needs, questions, or concerns, please feel free to contact me personally

Sincerely



Justin Montandon
Cell: 407-739-6165
Email: Justin.Montandon

Section 5: Similar Contracts & Contact information

B. GRU (Gainesville Regional Utilities)



About GRU:

Gainesville Regional Utilities, known as GRU, is a multi-service utility owned by the City of Gainesville. We are the 5th largest municipal electric utility in Florida.

- GRU serves approximately 93,000 retail and wholesale customers in Gainesville and surrounding areas, offering:
 - Electric
 - Natural gas
 - Water
 - Wastewater
 - Telecommunications services

Ferguson has been the preferred Vendor for Gainesville Regional Utility for many years. We Selected GRU and JEA for the reference portion of this proposal, to demonstrate our experience with Utilities that have both Power and Water. Since 2015, Ferguson has service GRU on their contract for Water materials #2015-005 The Supply chain specialist for GRU is Kenneth Hunt And his contract information is below

Kenneth E. Hunt- Supply Chain Specialist
(Ph) 352-393-1215
huntke@gru.com

Section 5: Similar Contracts & Contact information



A. Collier County

-Located in Southwest Florida, Collier County has an Approximate population of 350,000. In 2014, Ferguson was awarded Collier's inventory contract. During this time Ferguson helped determine key stocking levels, visited over 120 customer jobsites, and housed the material for county projects at Ferguson's Local Location. After the maximum 4 year term, the contract was rebid. Collier County awarded Ferguson the contract again In 2018. Key components of the recent bid award were financial strength, company capabilities, and Savings to the County.

Contact information:

Pamela Libby– Distribution Manager
Phone: 239-252-6239
Pamela.Libby@colliercountyfl.gov
4370 Mercantile Avenue, Naples FL 34104

Contract # 17-7176 for Underground Utility Parts Supplier

Section 5: Similar Contracts & Contact information



C. E&I Cooperative Services

E&I is the largest Member owned, non-profit purchasing Cooperative servicing the needs of Education. E&I solicited for proposals for its Members for Plumbing Equipment & Supplies.

While This contract offering is only open to E&I Members, the contract Award lends to Ferguson's experience with Cooperative Groups

E&I Contract # CNR01322
RFP # 683177

Getting Started:	Complete the E&I Ferguson LOP www.eandi.org/lop-rfi/ferguson-lop/
Contract Effective Dates:	10/19/2012 - 10/31/2022
Pricing/Discounts:	Full Product Line Pricing available.
Place Orders With:	Dedicated E&I National Sales Center Team contact information: Phone: (855) 232-0025 Fax: (800) 414-7063 Email: eandi.customerservice@ferguson.com Website: http://www.ferguson.com Hours of Operation: M-F 7 a.m. to 8 p.m. ET Ferguson is available as part of E&I's ESM and JAGGAER offerings.
Federal ID#:	54-1211771
Credit Card Accepted:	American Express, Discover, MasterCard, Visa
Payment Terms:	Net 30, unless superseded by state statute
Invoicing by:	Supplier
Delivery Terms:	F.O.B. destination, prepaid and allowed 1-5 days ARO



Event # ITB-10/28/2019-5-SS
Creation Date 10/28/2019
Due Date-Time 11/26/2019-01:30 PM EST
Description Purchase & Delivery of Wastewater Pipes, Valves, & Fittings - ITB# 2019-021
Event Notes Each line item is to include purchase and delivery. Please email or mail the required forms (Pages AOC-1 and BF-1; submit pages DF-1, AOC-2, and AOC-3 if applicable for your company) by the time of bid opening.

LineNo	StockNo	Description			Qty	Alt	Notes
1	500-03000	4" 1403-XR Water Ball Maker - Blue			1	No	For City of St. Cloud
Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	9.05	9.05	2	Ferguson Waterworks - Orlando, FL	3M	3M05113871764	Item is kept in stock, lead time ranges from same day to 1-2 days
1	11.00	11.00	5	Consolidated Pipe & Supply - Orlando, FL	3M	3M05113871764	
2	500-03001	4" 1404-XR Water Ball Marker -Green			1	No	For City of St. Cloud
Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	9.05	9.05	2	Ferguson Waterworks - Orlando, FL	3M	3M05113871765	Item is kept in stock, lead time ranges from same day to 1-2 days
1	11.00	11.00	5	Consolidated Pipe & Supply - Orlando, FL	3M	3M05113871765	
3	500-03002	4" EMS 4 in. Ball Marker, Purple			1	No	For City of St. Cloud
Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	9.05	9.05	2	Ferguson Waterworks - Orlando, FL	3M	3M05113875702	Item is kept in stock, lead time ranges from same day to 1-2 days

4 [500-03003](#) Water Marking tape - 400m Electronic Marking System 1 No For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	1,589.00	1,589.00	2	Ferguson Waterworks - Orlando, FL	3M	3M05112861293	Item is kept in stock, lead time ranges from same day to 1-2 days
1	2,400.00	2,400.00	14	Consolidated Pipe & Supply - Orlando, FL	3M	3M05112861293	

5 [500-03004](#) 1 in. Brass Full Port NPT 600# Ball Valve 5 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
5	14.36	71.80	2	Ferguson Waterworks - Orlando, FL	Apollo Conbraco	A94ALF10501A	Item is kept in stock, lead time ranges from same day to 1-2 days
5	17.00	85.00	5	Consolidated Pipe & Supply - Orlando, FL	Apollo Conbraco	A94ALF10501A	

6 [500-03005](#) 2 in. Brass Full Port NPT 600# Ball Valve 5 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
5	50.84	254.20	2	Ferguson Waterworks - Orlando, FL	Apollo Conbraco	A94ALF10801A	Item is kept in stock, lead time ranges from same day to 1-2 days
5	51.00	255.00	5	Consolidated Pipe & Supply - Orlando, FL	Apollo Conbraco	A94ALF10801A	

7

[500-03006](#)2 in. Joint Ductile Iron, Threaded, Open Left Resilient Wedge
Gate Valve, operating nut

10

Yes

For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
10	217.08	2,170.80	2	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC2502SSOL	Item is kept in stock, lead time ranges from same day to 1-2 days
10	228.10	2,281.00	14	Hayes Pipe - Tampa, FL	American Flow Control	AFC2502SSOL	****QUOTING MUELLER BRAND GATE VALVES****
10	252.50	2,525.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller	Gate Valve	Price quoted is for a 2" Mueller Threaded Gate Valve

8

[500-03007](#)3 in. Mechanical Joint Ductile Iron Open Left Resilient Wedge
Gate Valve, L/A

5

Yes

For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
5	318.33	1,591.65	2	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC2503ALAGMM U	Item is kept in stock, lead time ranges from same day to 1-2 days
5	323.25	1,616.25	14	Hayes Pipe - Tampa, FL	American Flow Control	AFC2503ALAGMM U	****QUOTING MUELLER BRAND GATE VALVES****
5	370.00	1,850.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller	Gate Valve	Price quoted is for a 3" Mueller MJ Gate Valve

9

[500-03008](#)

4 in. Flanged Ductile Iron Open Left Resilient Wedge Gate Valve, OS&Y

1

No

For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	375.00	375.00	3	Hayes Pipe - Tampa, FL	American Flow Control	AFC2504FFOLHW	
1	410.00	410.00	14	Consolidated Pipe & Supply - Orlando, FL	American Flow Control	AFC2504FFOLHW	Price quoted is for 4" Mueller Flanged Gate Valve
1	463.72	463.72	2	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC2504FFOLHW	Item is kept in stock, lead time ranges from same day to 1-2 days

10

[500-03009](#)

6 in. Flanged Ductile Iron Open Left Resilient Wedge Gate Valve

1

Yes

For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	471.01	471.01	2	Ferguson Waterworks - Orlando, FL	Mueller	A2361069000UOL	Item is kept in stock, lead time ranges from same day to 1-2 days
1	494.90	494.90	3	Hayes Pipe - Tampa, FL	Mueller	A2361069000UOL	
1	548.00	548.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller	A2361069000UOL	

11 [500-03010](#) 6 in. Mechanical Joint Ductile Iron Open Left Resilient Wedge Gate Valve, L/A 3 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
3	454.00	1,362.00	2	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC2506MMLAOL	Item is kept in stock, lead time ranges from same day to 1-2 days
3	476.60	1,429.80	5	Hayes Pipe - Tampa, FL	Mueller Company		
3	527.50	1,582.50	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

12 [500-03011](#) 6 in. Ductile Iron Mechancial Joint, Resilient Wedge, Open Left, Tapping Valve, L/A 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	633.00	633.00	2	Ferguson Waterworks - Orlando, FL	American Flow Control		Item is kept in stock, lead time ranges from same day to 1-2 days
1	665.55	665.55	7	Hayes Pipe - Tampa, FL	Mueller Company		
1	736.00	736.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

13

[500-03012](#)

8 in. Mechanical Joint Ductile Iron Open Left Resilient Wedge Gate Valve, L/A

1

Yes

For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	722.52	722.52	2	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC2508MMLAOL	Item is kept in stock, lead time ranges from same day to 1-2 days
1	760.00	760.00	5	Hayes Pipe - Tampa, FL	Mueller Company		
1	840.00	840.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

14

[500-03013](#)

10 in. Mechanical Joint Ductile Iron Open Left Resilient Wedge Gate Valve, L/A

2

Yes

For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
2	1,126.30	2,252.60	2	Ferguson Waterworks - Orlando, FL	American Flow Control		Item is kept in stock, lead time ranges from same day to 1-2 days
2	1,183.50	2,367.00	7	Hayes Pipe - Tampa, FL	Mueller Company		
2	1,310.00	2,620.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

15

[500-03019](#)24 in. Mechanical Joint, Ductile Iron, Open Left, Resilient
Wedge Gate Valve, L/A-Bevel

1

Yes

For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	12,105.00	12,105.00	14	Ferguson Waterworks - Orlando, FL	American Flow Control		Item ships from the factory
1	14,792.00	14,792.00	28	Hayes Pipe - Tampa, FL	Mueller Company		
1	15,590.00	15,590.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

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[500-03020](#)24 in. Mechanical Joint Ductile Iron Open Left Resilient
Wedge Gate Valve, L/A- Spur

1

Yes

For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	12,105.00	12,105.00	14	Ferguson Waterworks - Orlando, FL	American Flow Control		item ships from the factory
1	14,895.83	14,895.83	28	Hayes Pipe - Tampa, FL	Mueller Company		
1	15,941.50	15,941.50	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

17 [500-03022](#) 6" 2500 Series ALPHA, Restrained Joint Ductile Iron, Open Left 1 Yes For City of St. Cloud
Resilient Wedge gate valve, Bronze

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	598.00	598.00	2	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC2606ALAFAA	Item is kept in stock, lead time ranges from same day to 1-2 days

18 [500-03026](#) Housing Cover CAP SCREW F/ 5-1/4" B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	7.60	7.60	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC84112	ships from the American Factory lead time 4-5 days

19 [500-03027](#) Housing Gasket F/ 5-1/4" B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	10.45	10.45	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC-8414	ships from the American Factory lead time 4-5 days

20 [500-03033](#) Housing O-Ring F/ 5-1/4" B84B - 2 required 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	10.45	10.45	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC548422	ships from the American Factory lead time 4-5 days

21 [500-03039](#) Coupling and Cotter Pin, Stainless/Bronze, ROD COUP PINS & COTTER PINS 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	10.45	10.45	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC54842931	ships from the American Factory lead time 4-5 days

22 [500-03042](#) Hydrant Seat, W/ O-RING, F/ 5-1/4", B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	312.55	312.55	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC54843502	ships from the American Factory lead time 4-5 days

23 [500-03043](#) Seat O-ring, Buna-N, F/ 5-1/4", B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	19.00	19.00	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC5484361	ships from the American Factory lead time 4-5 days

24 [500-03046](#) Barrel Gasket, Composition Rubber, 5-1/4", B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	10.45	10.45	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC5484381	ships from the American Factory lead time 4-5 days

25 [500-03048](#) Hydrant Valve Top, Gray Iron, F/ 5-1/4", B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	87.40	87.40	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC548440	ships from the American Factory lead time 4-5 days

26 [500-03049](#) Hydrant Valve, Rubber, F/ 5-1/4" B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	114.00	114.00	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC548441	ships from the American Factory lead time 4-5 days

27 [500-03050](#) Hydrant Valve Bottom, Ductile Iron, F/ 5-1/4" B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	122.50	122.50	5	Ferguson Waterworks - Orlando, FL	American Flow Control	AFC548442	ships from the American Factory lead time 4-5 days

28 [500-03060](#) 5-1/4 VO B84B HYD 3`6 BURY OL L/A 2 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
2	1583.25	3166.50	2	Ferguson Waterworks - Orlando, FL	American Flow Control		In stock locally, 1-2 days to ship

29 [500-03061](#) Assembled Hydrant 4' BURY OL, 5-1/4 VO, B84B 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	1620.64	1620.64	2	Ferguson Waterworks - Orlando, FL	American Flow Control		In stock locally, 1-2 days to ship

30 [500-03063](#) 5-1/4 VO B84B HYD 5'0 BURY OL 2 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
2	1695.92	3391.84	2	Ferguson Waterworks - Orlando, FL	American Flow Control		In stock locally, 1-2 days to ship

31 [500-03064](#) 6" Hydrant extension 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	271.30	271.30	2	Ferguson Waterworks - Orlando, FL	American Flow Control		in stock
1	474.50	474.50	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

32 [500-03065](#) 12" Hydrant Extension 5 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
5	321.00	1605.00	2	Ferguson Waterworks - Orlando, FL	American Flow Control		in stock locally, delivery in 1-2 days
5	558.00	2790.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

33 [500-03066](#) 18" Hydrant Extension 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	329.00	329.00	2	Ferguson Waterworks - Orlando, FL	American Flow Control		in stock locally, delivery in 1-2 days
1	632.00	632.00	14	Consolidated Pipe & Supply - Orlando, FL	Mueller Company		

34 [500-03067](#) 3/4-2 Tapping Machine Kit 1 Yes for City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	1,994.00	1,994.00	2	Ferguson Waterworks - Orlando, FL	AquaTap	ATMKFK	in stock locally, delivery in 1-2 days

35 [500-03068](#) 3 in. Brass Valve ID Tag 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	14.50	14.50	4	Ferguson Waterworks - Orlando, FL	Custom Fab	BVTM	Most of these are made for specific locations / valve sizes. We stock most common verbiage, and can have custom ones made and delivered in aprox 4 days. All are the same price
1	20.00	20.00	14	Consolidated Pipe & Supply - Orlando, FL	Custom Fab	BVTM	

36 [500-03072](#) 2 in. WROT Copper X Copper, 90 degree elbow 2-1/8 OD 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	13.50	13.50	2	Ferguson Waterworks - Orlando, FL	NIBCO	C9K	in stock locally, delivery in 1-2 days
1	15.00	15.00	7	Consolidated Pipe & Supply - Orlando, FL	NIBCO	C9K	

37 [500-03074](#) 2 in. Wrot Copper Coupling 2-1/8 in OD 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	6.25	6.25	2	Ferguson Waterworks - Orlando, FL	NIBCO	CCK	in stock locally, delivery in 1-2 days
1	7.00	7.00	7	Consolidated Pipe & Supply - Orlando, FL	NIBCO	CCK	

38 [500-03076](#) 1 in. Wrot Copper x Female Adapter 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	6.00	6.00	7	Consolidated Pipe & Supply - Orlando, FL	NIBCO	CFAG	
1	6.29	6.29	2	Ferguson Waterworks - Orlando, FL	NIBCO	CFAG	in stock locally, delivery in 1-2 days

39 [500-03383](#) 12 in. Ductile Iron Mechanical Joint Wedge Gland Restraint 10 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
10	59.05	590.50	2	Ferguson Waterworks - Orlando, FL	Sigma	SSLDE12	in stock locally, delivery in 1-2 days
10	86.00	860.00	7	Consolidated Pipe & Supply - Orlando, FL	Star		

40 [500-03369](#) 10 X 14 SDR35 PVC Gasket Sewer Drainage Pipe 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	71.40	1,785.00	7	Consolidated Pipe & Supply - Orlando, FL	National		Price quoted is per stick(14 ft) of pipe
25	84.14	2,103.50	2	Ferguson Waterworks - Orlando, FL	National		Price is for each piece, which is 14 feet long in stock locally, delivery in 1-2 days

41 [500-03368](#) 8 X 14 SDR35 PVC Gasket Sewer Drainage Pipe 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	45.50	1,137.50	7	Consolidated Pipe & Supply - Orlando, FL	National		Price quoted is per stick(14 ft) of pipe
25	53.76	1,344.00	2	Ferguson Waterworks - Orlando, FL	National		Price is for each piece, which is 14 feet long in stock locally, delivery in 1-2 days

42 [500-03367](#) 6 X 14 SDR35 PVC Gasket Sewer Drainage Pipe 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	25.35	1,267.50	7	Consolidated Pipe & Supply - Orlando, FL	National		Price quoted is per stick(14 ft) of pipe
50	29.82	1,491.00	2	Ferguson Waterworks - Orlando, FL	National		Price is for each piece, which is 14 feet long in stock locally, delivery in 1-2 days

43 [500-03366](#) 4 X 14 SDR35 PVC Gasket Sewer Drainage Pipe 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	11.76	588.00	7	Consolidated Pipe & Supply - Orlando, FL	National		Price quoted is per stick(14 ft) of pipe
50	13.58	679.00	2	Ferguson Waterworks - Orlando, FL	National		Price is for each piece, which is 14 feet long in stock locally, delivery in 1-2 days

44 [500-03364](#) 12 X 2 IP Double Stainless Strap, Nylon, Saddle 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	85.00	1,275.00	2	Ferguson Waterworks - Orlando, FL	Romac	R202N143872	in stock, can deliver in 1-2 days
15	105.00	1,575.00	7	Consolidated Pipe & Supply - Orlando, FL	Smith Blair		

45 [500-03362](#) 10 X 2 IP Double Stainless Strap, Nylon, Saddle 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	68.15	1,022.25	2	Ferguson Waterworks - Orlando, FL	Romac	R202N121242	in stock, can deliver in 1-2 days
15	91.50	1,372.50	7	Consolidated Pipe & Supply - Orlando, FL	Smith Blair		

46 [500-03359](#) 8 X 2 IP Double Stainless Strap, Nylon, Saddle 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	60.19	902.85	2	Ferguson Waterworks - Orlando, FL	Romac	R202N090572	in stock, can deliver in 1-2 days
15	78.50	1,177.50	7	Consolidated Pipe & Supply - Orlando, FL	Smith Blair		

47 [500-03356](#) 6 X 1-1/2 IP Double Stainless Strap, Nylon, Saddle 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	52.73	790.95	2	Ferguson Waterworks - Orlando, FL	Romac	R202N069062	in stock, can deliver in 1-2 days
15	61.00	915.00	7	Consolidated Pipe & Supply - Orlando, FL	Smith Blair		

48 [500-03355](#) 6 X 2 IP Double Stainless Strap, Nylon, Saddle 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	52.73	790.95	2	Ferguson Waterworks - Orlando, FL	Romac	R202N069072	in stock, can deliver in 1-2 days
15	67.50	1,012.50	7	Consolidated Pipe & Supply - Orlando, FL	Smith Blair		

49 [500-03353](#) 4 X 2 IP Double Stainless Strap, Nylon, Saddle 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	46.00	690.00	2	Ferguson Waterworks - Orlando, FL	Romac	R202N048072	in stock, can deliver in 1-2 days
15	59.00	885.00	7	Consolidated Pipe & Supply - Orlando, FL	Smith Blair		

50 [500-03351](#) 2 in. IPS Straight PVC and Rubber Compression Coupling 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	5.50	137.50	2	Ferguson Waterworks - Orlando, FL	Proflo	PFPCK	in stock, can deliver in 1-2 days
25	6.00	150.00	7	Consolidated Pipe & Supply - Orlando, FL	Proflo	PFPCK	Price quoted is for Matco-Norca PVC Compression Coupling

51 [500-03350](#) 1-1/2 in. IPS Straight PVC and Rubber Compression Coupling 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	3.92	98.00	2	Ferguson Waterworks - Orlando, FL	Proflo	PFPCCJ	in stock, can deliver in 1-2 days
25	5.50	137.50	7	Consolidated Pipe & Supply - Orlando, FL	Proflo	PFPCCJ	Price quoted is for Matco Norca PVC Compression Coupling

52 [500-03349](#) 1-1/4 in. IPS Straight PVC and Rubber Compression Coupling 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	3.10	77.50	2	Ferguson Waterworks - Orlando, FL	Proflo	PFPCCCH	in stock, can deliver in 1-2 days
25	5.00	125.00	7	Consolidated Pipe & Supply - Orlando, FL	Proflo	PFPCCCH	Price quoted is for Matco Norca PVC Compression Coupling

53 [500-03348](#) 1 in. IPS Straight PVC and Rubber Compression Coupling 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	2.33	58.25	2	Ferguson Waterworks - Orlando, FL	Proflo	PFPCCG	in stock, can deliver in 1-2 days
25	4.50	112.50	7	Consolidated Pipe & Supply - Orlando, FL	Proflo	PFPCCG	Price quoted is for Matco Norca PVC Compression Coupling

54 [500-03347](#) 3/4 in. IPS Straight PVC and Rubber Compression Coupling 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	1.50	37.50	2	Ferguson Waterworks - Orlando, FL	Proflo	PFPCCF	in stock, can deliver in 1-2 days
25	4.50	112.50	7	Consolidated Pipe & Supply - Orlando, FL	Proflo	PFPCCF	Price quoted is for Matco Norca PVC Compression Coupling

55 [500-03346](#) 6 in. MIP Countersunk Square Cut IPS Brass Plug 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	13.50	337.50	2	Ferguson Waterworks - Orlando, FL	Proflo	PFBP5CSKU	in stock, can deliver in 1-2 days
25	17.00	425.00	7	Consolidated Pipe & Supply - Orlando, FL	Proflo	PFBP5CSKU	Price quoted is for Matco Norca

56 [500-03344](#) 100ft. x 2in. SDR 9 CTS HDPE Pressure Pipe - DR9 BLUE PIPE 200 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
200	1.50	300.00	2	Ferguson Waterworks - Orlando, FL	ENDOT		in stock, can deliver in 1-2 days
200	131.50	26,300.00	3	Consolidated Pipe & Supply - Orlando, FL	ENDOT		Price quoted is per roll(100 ft) of pipe

57 [500-03342](#) 100ft. x 1in. SDR 9 CTS HDPE Pressure Pipe - DR9 BLUE PIPE 500 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
500	0.50	250.00	2	Ferguson Waterworks - Orlando, FL	ENDOT		in stock, can deliver in 1-2 days
500	37.50	18,750.00	3	Consolidated Pipe & Supply - Orlando, FL	ENDOT		Price quoted is per roll(100 ft) of pipe

58 [500-03341](#) 100ft. x 3/4in. SDR 9 CTS HDPE Pressure Pipe 300 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
300	0.35	105.00	2	Ferguson Waterworks - Orlando, FL	ENDOT		in stock, can deliver in 1-2 days
300	22.95	6,885.00	3	Consolidated Pipe & Supply - Orlando, FL	ENDOT		Price quoted is per roll(100 ft) of pipe

59 [500-03340](#) 1in. MPT Straight Schedule 40 PVC threaded PLUG 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	1.06	26.50	2	Ferguson Waterworks - Orlando, FL	Spears	450-010	in stock, can deliver in 1-2 days
25	1.25	31.25	3	Consolidated Pipe & Supply - Orlando, FL	Spears	450-010	
25	1.25	31.25	5	Consolidated Pipe & Supply - Orlando, FL	Spears	450-010	
25	1.25	31.25	5	Consolidated Pipe & Supply - Orlando, FL	Spears	450-010	

60 [500-03338](#) 1 in. Socket Straight Schedule 40 PVC Tee 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.60	15.00	2	Ferguson Waterworks - Orlando, FL	Spears	401-015	in stock, can deliver in 1-2 days
25	1.25	31.25	3	Consolidated Pipe & Supply - Orlando, FL	Spears	401-015	

61 [500-03337](#) 3/4 in. Socket Straight Schedule 40 PVC Tee 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.50	12.50	2	Ferguson Waterworks - Orlando, FL	Spears	403-095	in stock, can deliver in 1-2 days
25	2.00	50.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears	403-095	

62 [500-03336](#) 2 in. Socket x MPT Straight Schedule 40 PVC Adapter 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.86	21.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	1.50	37.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

63 [500-03335](#) 1 in. Socket x MPT Straight Schedule 40 PVC Adapter 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.40	10.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	1.25	31.25	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

64 [500-03334](#) 3/4 in. Socket x MPT Straight Schedule 40 PVC Adapter 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.22	5.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	1.25	31.25	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

65 [500-03333](#) 2 in. Socket x FPT Straight Schedule 40 PVC Adapter 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.88	22.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	1.75	43.75	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

66 [500-03332](#) 1 x 3/4 in. Socket x FPT Reducing Schedule 40 PVC Adapter 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.60	15.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	1.25	31.25	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

67 [500-03331](#) 1 in. Socket x FPT Straight Schedule 40 PVC Adapter 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	0.37	18.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
50	1.25	62.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

68 [500-03330](#) 3/4 in. Socket x FPT Straight Schedule 40 PVC Adapter 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	0.32	16.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
50	1.25	62.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

69 [500-03329](#) 2 in. Socket x Slip Schedule 40 PVC Coupling 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	0.79	39.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
50	1.75	87.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

70 [500-03328](#) 1-1/2 in. Socket x Slip Schedule 40 PVC Coupling 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	0.52	26.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
50	1.50	75.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

71 [500-03327](#) 1 in. Socket x Slip Schedule 40 PVC Coupling 100 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
100	0.35	35.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
100	1.25	125.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

72 [500-03326](#) 3/4 in. Socket x Slip Schedule 40 PVC Coupling 100 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
100	0.20	20.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
100	1.25	125.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

73 [500-03325](#) 3 in. Socket Schedule 40S Straight PVC Cap 0 No

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	2.39	2.39	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
1	3.50	3.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

74 [500-03324](#) 1 in. Socket Schedule 40S Straight PVC Cap 0 No

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	0.37	0.37	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
1	1.75	1.75	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

75 [500-03323](#) 3/4 in. Socket Schedule 40S Straight PVC Cap 0 No

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	0.23	0.23	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
1	1.50	1.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

76 [500-03322](#) 2 x 1-1/2 in. Spigot x Socket Reducing Schedule 40 PVC Bushing 0 No

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	1.00	1.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
1	3.50	3.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

77 [500-03321](#) 1-1/2 x 1-1/4 in. Spigot x Socket Reducing Schedule 40 PVC Bushing 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.60	15.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	3.00	75.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

78 [500-03320](#) 1-1/2 x 1 in. Spigot x Socket Reducing Schedule 40 PVC Bushing 0 No

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	0.60	0.60	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
1	1.75	1.75	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

79 [500-03319](#) 1 x 3/4 in. Spigot x Socket Reducing Schedule 40 PVC Bushing 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.42	10.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	1.75	43.75	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

80 [500-03318](#) 2 in. Socket Straight Schedule 40 PVC 90 Degree Elbow 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	1.33	33.25	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	4.00	100.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

81 [500-03317](#) 1-1/2 in. Socket Straight Schedule 40 PVC 90 Degree Elbow 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.85	21.25	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	2.00	50.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

82 [500-03316](#) 1 in. Socket Straight Schedule 40 PVC 90 Degree Elbow 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	0.45	22.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
50	2.25	112.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

83 [500-03315](#) 3/4 in. Socket Straight Schedule 40 PVC 90 Degree Elbow 0 No

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	0.25	0.25	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
1	1.75	1.75	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

84 [500-03314](#) 1 in. Socket Straight Schedule 40 PVC 45 Degree Elbow 0 No

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	0.69	0.69	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
1	2.50	2.50	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

85 [500-03313](#) 3/4 in. Socket Straight Schedule 40 PVC 45 Degree Elbow 25 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
25	0.57	14.25	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
25	2.00	50.00	3	Consolidated Pipe & Supply - Orlando, FL	Spears		

86 [500-03311](#) 2in. x 20 ft. Schedule 40, Bell End, PVC Pressure Pipe 100 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
100	0.67	67.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
100	0.75	75.00	14	Consolidated Pipe & Supply - Orlando, FL	Spears		Charlotte Pipe, Price quoted is per ft

87 [500-03312](#) 3 in. x 20 ft. Schedule 40, Bell End, PVC Pressure Pipe 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	1.15	57.50	14	Consolidated Pipe & Supply - Orlando, FL	Spears		Charlotte Pipe, Price quoted is per ft.
50	1.34	67.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days

88 [500-03310](#) 1-1/2 in. X 20 FT Schedule 40, Bell End, PVC Pressure Pipe 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	0.49	24.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
50	0.55	27.50	14	Consolidated Pipe & Supply - Orlando, FL	Spears		Charlotte Pipe, price quoted is per ft.

89 [500-03309](#) 1-1/4X20 FT Schedule 40, Bell End, PVC Pressure Pipe 1 No For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	0.48	0.48	14	Consolidated Pipe & Supply - Orlando, FL	Spears		Charlotte Pipe, price quoted is per ft.
1	0.51	0.51	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days

90 [500-03308](#) 1 in. X 20 ft. Schedule 40, Bell End, PVC Pressure Pipe 200 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
200	0.32	64.00	2	Ferguson Waterworks - Orlando, FL		P40BEPG20	in stock, can deliver in 1-2 days
200	0.45	90.00	14	Consolidated Pipe & Supply - Orlando, FL		P40BEPG20	Charlotte Pipe, price quoted is per ft.

91 [500-03307](#) 3/4 in. X 20 ft. Schedule 40, Bell End, PVC Pressure Pipe 50 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
50	0.23	11.50	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
50	0.43	21.50	14	Consolidated Pipe & Supply - Orlando, FL	Spears		Charlotte Pipe, price quoted is per ft.

92 [500-03306](#) 1/2 in. X 20 FT Schedule 40, Bell End, PVC Pressure Pipe 150 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
150	0.20	30.00	2	Ferguson Waterworks - Orlando, FL	Spears		in stock, can deliver in 1-2 days
150	0.40	60.00	14	Consolidated Pipe & Supply - Orlando, FL	Spears		Charlotte Pipe, price quoted is per ft.

93 [500-03305](#) 32 OZ. PVC Heavy Duty Gray Cement 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	13.00	13.00	2	Ferguson Waterworks - Orlando, FL	Oatey	O31105	in stock, can deliver in 1-2 days

94 [500-03304](#) 16 oz. RAIN-R-SHINE PVC Cement 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	7.45	7.45	2	Ferguson Waterworks - Orlando, FL	Oatey	O30893	in stock, can deliver in 1-2 days
1	13.00	13.00	3	Consolidated Pipe & Supply - Orlando, FL	Oatey	O30893	

95 [500-03303](#) 16 oz. Purple Primer/Cleaner 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	5.50	5.50	2	Ferguson Waterworks - Orlando, FL	Oatey	O30796	in stock, can deliver in 1-2 days
1	11.50	11.50	3	Consolidated Pipe & Supply - Orlando, FL	Oatey	O30796	

96 [500-03302](#) 16 oz. No. 5 PASTE FLUX 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	5.78	5.78	2	Ferguson Waterworks - Orlando, FL	Oatey	O30041	in stock, can deliver in 1-2 days

97 [500-03301](#) 6 in. Gasket Straight SDR 35 PVC 22-1/2 Degree Elbow 1 Yes For City of St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
1	12.45	12.45	2	Ferguson Waterworks - Orlando, FL	Tigre		in stock, can deliver in 1-2 days
1	14.50	14.50	3	Consolidated Pipe & Supply - Orlando, FL	Trench Tough Plus		

98 [500-03283](#) 6 PVC SWR PLUG, SDR35 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	5.25	78.75	3	Consolidated Pipe & Supply - Orlando, FL	Tigre		
15	11.20	168.00	2	Ferguson Waterworks - Orlando, FL	Tigre		in stock, can deliver in 1-2 days

99 [500-03273](#) 4 PVC SWR REC THRD CO PLUG 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	4.39	65.85	2	Ferguson Waterworks - Orlando, FL	Tigre		in stock, can deliver in 1-2 days
15	5.00	75.00	3	Consolidated Pipe & Supply - Orlando, FL	Tigre		

100 [500-03267](#) 12 in. Mechanical Joint Ductile Iron C153 Short Body Tee 15 Yes For Cities of Bushnell and St. Cloud

Qty Quoted	Price	Extended	Delivery	Supplier Name	Manufacturer	Catalog No.	Remarks
15	223.00	3,345.00	2	Ferguson Waterworks - Orlando, FL	Tyler Union		in stock, can deliver in 1-2 days
15	248.00	3,720.00	3	Consolidated Pipe & Supply - Orlando, FL	Star		



JOINT PURCHASE PROJECT

**PURCHASE & DELIVERY
OF
WASTEWATER PIPE, VALVES &
FITTINGS**

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
(407) 355-7767
www.fmpa.com

NOTICE: Because purchases pursuant to this ITB may qualify for Federal Emergency Management Agency (“FEMA”) financial assistance, this Invitation to Bid and subsequent purchase orders are intended to comply with federal competitive selection and contractual requirements, including the requirements of 2 C.F.R. §§ 200.31-.326.



FLORIDA MUNICIPAL POWER AGENCY JOINT PURCHASE PROJECT

-
- Bids shall be submitted on the form provided and must be manually signed.
 - Bids received after the opening date and time will be rejected and returned unopened.
 - The attached Invitation shall become part of any purchase order resulting from this Invitation to Bid.
-

See attached Invitation for Bid, General Conditions, Specifications, and Bid Forms for detailed description.

PLACE OF DELIVERY: FOB DESTINATION

The services to be Furnished Hereunder Shall be Delivered with All Transportation Charges Paid By the Supplier to Destination.

It is the intent and purpose of the Florida Municipal Power Agency that this Invitation for Bid promotes competitive bidding. It shall be the bidder's responsibility to advise if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation For Bid to a single source. Such notification must be submitted in writing and must be received by not later than ten (10) days prior to the bid opening date.

FLORIDA MUNICIPAL POWER AGENCY

JOINT PURCHASE PROJECT TERMS AND CONDITIONS

The Florida Municipal Power Agency (FMPA) was formed in 1978 for the purpose of providing a means for its members to benefit from a joint association of fellow municipally-owned utilities, including joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

In July of 1994 by action of its Board of Directors FMPA created a Project for the joint purchasing of services, materials, supplies, and equipment utilized in the generation, transmission, and distribution of electricity.

Those FMPA members desiring to share in the benefits of joint purchasing of services, materials, supplies and equipment have executed a project procurement agreement with FMPA and are a Participating Member of the Project.

The Procurement Agreement between FMPA and the Project Participants provides for FMPA to administer the Project for the selection, bidding, and awarding of services, materials, supplies, and equipment utilized by the Project Participating Member and for the Project Participating Member to secure services, materials, supplies, and equipment through this Project, thus enjoying the benefits resulting from bulk purchasing.

1. OVERVIEW

This is a joint Invitation to Bid issued by the Florida Municipal Power Agency (FMPA) as agent to solicit and award on behalf of the following FMPA Participating Members.

City of Bushnell
City of St. Cloud

This bid is for five (5) year contract for the purchase and delivery of items/services as listed.

2. PURCHASING MATERIALS

Subsequent to the award, the Project Participating Members named above, will through their own initiative issue purchase orders and make subsequent release(s) of shipment to the vendor(s) awarded the contract pursuant to this Invitation to Bid. For those Participating Members, FMPA is acting as a "Solicitation Agent" only and shall not be held liable for any costs, or damages incurred pursuant to any agreement (purchase order) entered into by them with the successful bidder or offeror to this solicitation.

3. PARTICIPATING MEMBERS

This invitation to bid and specification is requesting bids for the specified services to be provided to the Participating Members. It is anticipated that Municipal Electrical Systems other than those Participating Members listed in paragraph above may wish to purchase the specified services. Therefore, the bidder(s) is requested to extend the quoted price to any municipal system. In that event, all of the applicable terms and conditions of this specification shall apply. A map showing the FMPA members is included at the end of this section.

4. FMPA'S RESPONSIBILITY

FMPA is responsible to administer the solicitation of the bids and the subsequent recommendation for award. FMPA has sole authority to modify the specification prior to bid opening and resolve disputes arising from interpretation thereof.

5. PRODUCTS/SERVICES

Products/Services will be purchased in accordance with the prices, terms, and conditions of this Invitation to Bid and any subsequent contract or purchase order.

6. QUANTITIES

The QUANTITIES listed for each item on the Bid Form are the aggregate MINIMUM ANNUAL ESTIMATED REQUIREMENTS; therefore, the estimated quantities are not guaranteed. Quantities are a good faith estimate and are based on projected usage but it is specifically understood and agreed: (1) that these quantities are approximate; (2) any increased quantities will be paid for at the contract price; (3) supplier shall not have any claim against the participating member(s) for quantities less than the estimated amounts; and, (4) participating member(s) shall purchase ALL their requirements from the contract awardee(s) only unless awardee is unable to meet all the terms and conditions specified (including delivery) or a bona fide condition of emergency exists.

6.1 Vendor shall include with the bid any standard packaging quantities and/or minimum order quantity. Unless otherwise indicated, FMPA shall assume a standard package size of one and a minimum order quantity of one.

6.2 Vendor shall indicate guaranteed delivery from receipt of purchase order for each type, size or class of item bid as applicable.

6.3 The Project Participating Member reserves the right to reject in whole or in part, any or all materials which in its judgment is not as specified, reflects unsatisfactory workmanship or is damaged. In this event, payment shall be withheld corresponding to value of the rejected material until such the delivery is complete and accepted as contracted for.

6.4 Certain Participating Member(s) are of such a size that individual construction projects have significant impact on their overall purchases. For this reason historical information is often unreliable in predicting the future. These Special Participating Member(s) are not providing estimated quantities but are identifying the items they might purchase and are committing to all the other obligations (including the purchase commitments in this paragraph 5) included in this bid specification. An assumed quantity of one (1) will be used for evaluation purposes. For purposes of this bid, the following cities are considered Special Participating Member(s): NONE.

- 6.5 The Participating Members have provided good faith estimates of their needs for the coming year. These good faith estimates do not include certain items but the Participating Members desire to have bid prices for all normal items so that they can readily respond to unforeseen requirements. Even though no quantities are given for these units on the bid forms, bidders are requested to provide bids for these units. An assumed quantity of one (1) will be used in the evaluation of the bids.
- 6.6 Some Participating Members may desire that the awarded vendor stock some or all items that they have been awarded. Vendor stocking is optional and should be indicated on the optional bid form where applicable. Bidders should inform FMPA of all conditions surrounding the provision of stocking on the part of the vendor. Notification of all clarifications made by the Bidders, should be listed on page AOC-1 of the bid forms.
 - 6.6.1 Each Participating Member desiring to have items stocked will provide a firm quantity for each item. The bidder, if awarded the stocked item, will be required to immediately purchase the quantity desired and have it available for immediate delivery to the Participating Member. The Participating Member shall be invoiced for any quantities when taken.
 - 6.6.2 At the end of the initial term of this bid any quantity left in the Bidders warehouse shall be delivered to the Participating Member and an appropriately invoiced.
 - 6.6.3 If a Participating Member desires more than the firm quantity stated for the item during the year, the pricing and delivery time shown on the "regular" bid form shall prevail.

7. EXTENSION OPTION

This bid may be extended on a year-to-year basis at the conclusion of the five-year term by mutual agreement between the Project Participating Member(s) and the successful bidder(s) provided the same terms, conditions, and prices exist, subject to Escalation/De-escalation as provided in Section 12. Should any supplier(s) choose not to renew their portion of the bid award, the Project Participating Member reserves the right to terminate the Contract with that supplier(s) and re-advertise or select a second supplier.

8. BID FORMS, VARIANCES, ALTERNATES, AND COMPLETENESS

- 8.1 Bids must be submitted on attached FMPA bid forms, although additional information may be attached. Bidders must indicate any variances from FMPA requested specifications, terms and conditions; otherwise bidders must fully comply with FMPA requested specifications, terms and conditions. Alternate bids will not be considered unless specifically indicated otherwise by these Terms and Conditions.
- 8.2 All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.

- 8.3 Pages BF-1 and AOC-1 of this bid package are required forms and MUST be included in Bidder's response appropriately filled out and signed. Bidder to complete pages DF-1 and AOC-2 and AOC-3 if applicable.
- 8.4 Each bidder shall submit complete and definitive information on his offering in sufficient detail to permit a complete analysis of the Bid.
- 8.5 Bidders shall quote on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- 8.6 When quotations on certain items are optional, bidders shall insert the words "No Bid" in the space provided for an item for which no quotation is made.
- 8.7 Incorporation in the bid of substantial exceptions to the Terms and Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the contract documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance".
- 8.8 The bid must be signed by an authorized agent or officer of the firm.
- 8.9 Each bidder shall submit with the bid complete manufacturer's description.
- 8.10 Any bid not having sufficient descriptive matter to describe accurately the equipment or materials proposed may be rejected as irregular. The descriptive matter submitted by the bidder will be retained by FMPA.
- 8.11 Verbal statements made by the Bidder at any time regarding quality, quantity, or arrangement of product/equipment will not be considered.

9. VARIANCE WITH APPLICABLE LAW

If the Bidder observes that the specifications are at variance with any applicable law, ordinance, rule or regulation, he shall promptly notify FMPA in writing and any necessary changes shall be made. If the Vendor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the procedure above, he shall bear all cost incident to such violation.

10. QUALITY TERMS/GUARANTY

- 10.1 FMPA and the Participating Members reserve the right to reject any or all materials if in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.
- 10.2 If any product delivered does not meet applicable specifications or if the product will not produce the effect that the supplier represents to FMPA, the supplier shall pick up the product from the Participating Members at no expense to FMPA or the Participating Member.
- 10.3 Also, the supplier shall refund to the Participating Member any money, which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.
- 10.4 The Vendor guarantees that the product will be as specified and will be free from defects in design, workmanship, and materials. If within the guarantee period the product fails to meet the provisions of this guarantee, the Vendor shall promptly correct any defects, including non-conformance with the purchase documents by adjustment, repair, or replacement of all defective parts or materials. The

guarantee period shall begin on the date of delivery and shall end twelve months later.

11. BIDDER RESPONSIBILITY

Bidders are instructed to carefully read and comply with all requirements as specified in the Terms and Conditions, Technical Specifications, and Bid Forms.

The Awarded Bidder shall:

- At its expense, obtain all required licenses and permits for operating a business in the state of Florida as well as any necessary surrounding counties.
- At its expense, obtain all necessary licenses and permits as described in these specifications. Contract employees requiring licensing by City, County or State Codes, shall not be allowed to work until said licenses are obtained.
- The Awarded Bidder shall obtain, at its expense, permits or agreements from the proper governmental entities or the state of Florida to execute work.
- Provide proof of Insurance
- Adhere to FMPA's Terms and Conditions, Technical Specifications, and Bid Forms

12. ESCALATION/DE-ESCALATION

- 12.1 Bid prices shall remain firm for a period of one year from the date of award. At the end of one year, bid prices shall be adjusted up or down according to documented changes in the price of materials (copper, aluminum, steel, oil, plastics/resin, etc.), transportation, and labor; however, this shall not be construed in any way to increase vendor's margin of profit. It shall be the responsibility of the awarded bidder(s) to fully document the changes and satisfy the Participating Member(s) as to the amount of the change.
- 12.2 In the event an awarded bidder and the Participating Member(s) cannot agree on the amount of the change, the Participating Member(s) may elect to terminate the contract.

At the time the option to renew is to be exercised, the bid prices may be changed for the following reasons:

- 12.3 Manufacturer's production cost may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- 12.4 Approved (Florida P.S.C.) freight rate changes may change the total bid prices.
- 12.5 Florida Department of Transportation monthly index shall be recognized and approved, when applicable.
- 12.6 All written requests for price increases must include a back-up documentation as to the nature of the increase and shall be submitted to FMPA at least 30 days prior to renewal of contract. Approval of each request shall be by written confirmation from FMPA. If FMPA should consider said increase unwarranted or unreasonable, FMPA reserves the right to terminate the contract with the vendor and re-advertise or select a second supplier. Any price decreases at the manufacturer's level shall be reflected in an immediate reduction of the bid prices and the vendor shall notify FMPA and the Project Participating Member(s) of said decrease.

13. PRICES BID

- 13.1 Prices bid, including payment discount if applicable, shall be used for payment and these prices shall be deemed to include payment in full for all transportation, labor and equipment used in delivering all supplies to the point of delivery. All items to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended.
- 13.2 Bidders shall bid unit prices, delivered, F.O.B., which will apply to each Project Participating Member desiring the designated item. Unit price bid for each item will not extend beyond the hundredth of a decimal, e.g. Non-acceptable \$2.423; Acceptable \$2.42.
- 13.3 No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.
- 13.4 Give both unit price and extend and total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items, unless specifically stated otherwise in these Terms and Conditions. Unless a bidder offers a discount on payment terms, it is understood that a minimum of 30 days will be required for payment, with time being computed from the latter of the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment discounts, if offered, shall be as requested by these Terms and Conditions and/or bid forms.
- 13.5 Any and all discounts, other than a payment discount, must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

14. BID AWARD PROCESS – BID RESPONSE CONTENTS

In addition to providing prices, bidders are requested to provide a detailed description of value added services they will provide to Participating Members during the five year term of the award and any subsequent renewals. In addition, each bidder should provide a descriptive list of existing long term contracts to which they are a party and provide contact information.

15. VENDOR EVALUATION

During the term of this award, the awarded bidder(s) will be evaluated by the Participating Members for delivery performance, accuracy of deliveries, and responsiveness. Failure of a bidder in any of these areas may be cause for termination of the award.

16. HONORING PRICES

Bidder warrants, by virtue of bidding, that any orders placed within the specified period shall be honored at the prices, terms, and conditions quoted.

17. DELIVERY

All deliveries shall be made during Participating Member's normal delivery hours. It is the responsibility of the supplier to coordinate deliveries with the Participating Members.

18. RESERVED RIGHTS

18.1 FMPA reserves the right to: 1) reject any and all bids or parts of bids, to waive irregularities and technicalities and to request re-bids; 2) recommend the award based on criteria other than price; 3) recommend the award that FMPA deems will best serve its Members interests; and, 4) recommend award of the contract according to one of the following:

- a) On a line item basis
- b) On a total order basis
- c) On a city by city basis
- d) On a "by zone" basis

Bidders will also be provided the opportunity to offer a discount if they are awarded the entire bid. Refer to the bid form page BF-2.

18.2 FMPA reserves the right to accept or reject any and/or all bids, or any part thereof and or/to waive irregularities and technicalities, and to request the submission of clarifying information. Also, FMPA reserves the right to accept all or any part of the bids and to increase or decrease quantities to meet additional or reduced requirements of FMPA Participating Members. Any sole response received may or may not be rejected by FMPA depending on available competition and timely needs of FMPA Participating Members.

18.3 To be responsive, a bidder shall submit a bid, which conforms in all material respects to the requirements set forth in the Invitation to Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully to contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

FMPA reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

19. BID EXCEPTIONS/DEVIATIONS TO SPECIFICATIONS

19.1 All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to FMPA specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

- 19.2 For purpose of bid evaluation, bidders must indicate any and all variance to requirements, terms, and conditions as stated in this document no matter how slight. If variations are not stated on the Affidavit of Compliance form attached herein, it shall be construed that the bid fully complies with the requirements, terms, and conditions.
- 19.3 The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the Project Participating Members, price, delivery and other factors considered. The offeror's proposal shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified, which affects the evaluation factors for award.

20. PERFORMANCE BOND/SURETY

Neither a bid nor a performance bond or surety is required pursuant to this Invitation to Bid.

21. FINAL CONTRACT

All the above Terms and Conditions, Special Instructions, and General Conditions shall be incorporated in the final contract and/or award.

22. INVOICES

Bidder agrees to send FMPA a copy of all invoices issued pursuant to this Bid, if requested.

23. OTHER BASIS FOR AWARD

Other factors that will be considered besides the lowest price are:

- Time of Delivery or Schedule
- Quality of workmanship as represented by references
- Past performance on previous FMPA awards
- Qualified Personnel (for Services)
- Capabilities to perform to the contractual requirements.

Exceptions to the bid may be considered if determined minor in nature and acceptable to FMPA's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.

24. OPENING LOCATION

The bids will be publicly opened at the Florida Municipal Power Agency (FMPA) 8553 Commodity Circle, Orlando, Florida 32819, in the presence of FMPA Officials at the stated time and date. All bidders or their representatives are invited to be present.

25. BID DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to FMPA for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to FMPA's office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

26. CLARIFICATION AND ADDENDA

26.1 Each bidder shall examine all Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation to Bid shall be made to FMPA. Clarification of bids submitted shall be in letter form, signed by bidder. FMPA shall not be responsible for oral interpretations given by any FMPA employee or representative. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bid, FMPA will attempt to notify all prospective bidders who have secured same. All addenda will be included on FMPA web site at www.fmpa.com

24.2 However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact FMPA by either calling (407) 355-7767 or by checking FMPA's web site, to determine if addenda were issued and to make such addenda a part of their bid.

27. SEALED AND MARKED

Two (2) signed copies of your bid shall be submitted in one sealed package, **clearly marked on the outside of package** with the Invitation to Bid Number, opening date and time addressed to:

Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819-9002
ATTN: Sharon Samuels

28. LEGAL NAME

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Bids shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted bid. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by person signing the bid.

29. BID EXPENSES

All expenses for making bids to FMPA are to be borne by the bidder.

30. IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set above for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 45 days to sell the Participating Members the goods or services set forth in the attached specification.

31. THE RIGHT TO AUDIT

The Contractor agrees to furnish such supporting detail as may be required by FMPA and the Participating Members to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by FMPA or the Participating Member, as appropriate. FMPA and the Participating Members shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment.

32. APPLICABLE LAWS

All applicable laws and regulations of the State of Florida and FMPA will apply to any resulting agreement, contract, or Purchase Order. Protestors shall seek resolution of their complaints initially with FMPA. A protest with respect to this Invitation for Bid shall be submitted in writing prior to the scheduled opening date of this bid.

33. CODE OF ETHICS

With respect to this bid, if any bidder violates or is a party to a violation of the Code of Ethics of the FMPA, Florida Statutes, Chapter 12, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and may be further disqualified from submitting any future bids for goods or services for FMPA.

34. COLLUSION

By offering a submission pursuant to this Invitation to Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this bid:

- 34.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor.
- 34.2 Any prices and/or cost data quoted for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- 34.3 No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

- 34.4 The only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- 34.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Bidder for the purpose of doing business.

35. INDEMNITY

After notification of award, the successful bidder shall indemnify and save harmless FMPA and its Participating Members from and against all claims, suits, actions, damages, or causes or action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgements, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason the defense of any such claim, suit or action, and the investigation therefor.

Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of FMPA as set forth in Florida Statute 768.28.

The successful bidder(s) covenants and agrees to indemnify and save harmless FMPA and its Participating Members and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which FMPA may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

36. WARRANTIES

The following Warranty terms may be in addition to or superseded by that which is set forth on the face of Participating Member's Purchase Order; whichever is in the best interest of the Participating Member.

a) Awarded Bidder warrants that all Goods and Services furnished under this bid award are: (1) to be free from defects in workmanship, material, manufacture, and design (where design is the bidder's responsibility); (2) comply with the requirements of this bid or purchase order and all applicable federal, state and local laws, rules, and regulations. (3) fit and sufficient for use intended by Participating Members to the extent such use is expressed in the terms of the purchase order. (4) free and clear of any lien, security interest, or other adverse claim against title; and (5) not infringe, including without limitation their sale or use alone or in combination, any US patents, trademarks, trade secrets, copyrights, or proprietary rights of any third party than due to the fault of action of FMPA and its Participating Members.

b) The foregoing warranties are to the exclusion of all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, and payment by Participating Members.

c) Warranties shall be effective for the period of time either set forth on the face of the Purchase Order expressly or one (1) year from the date of acceptance of work or eighteen (18) months from delivery of service or completion of the services, as applicable, whichever occurs first. Any repairs or replacements made to bidder's Goods and Services shall be warranted for the remainder of the original warranty term or 90 days, whichever is longer. Any work which does not conform to this warranty, shall be repaired or replaced by awarded bidder. Awarded bidder shall indemnify Participating Member for all cost incurred as a result of such nonconformity.

37. ACCEPTANCE OF SERVICES

Inspection and Acceptance of Services

Services shall be subject to Participating Member's inspection at any time. Participating Member may reject Services within a reasonable time after completed, if such Services do not comply with the requirements of the Purchase Order or (if provided by Participating Member) the specifications for the Services. The making or failure to make any inspection of, or payment for or acceptance of Services shall in no way impair Participating Member's right to reject or revoke its acceptance of nonconforming Services, or to avail itself of any other remedies to which Participating Member may be entitled, notwithstanding Participating Member's knowledge of the nonconformity, its substantiality or ease of discovery.

38. TERMINATION FOR DEFAULT

Any failure by Awarded Bidder to perform or comply with the terms and conditions of the Purchase Order which continues for ten (10) calendar days after written notice from Participating Member to Awarded Bidder demanding that such failure to perform be cured, shall be deemed an event of default by Awarded Bidder. Upon the occurrence of any such event of default, Participating Member may terminate the Purchase Order and pursue any remedies available at law or in equity.

39. TERMINATION FOR CONVENIENCE

Participating Member shall have the right in its sole discretion to terminate by written notice, in whole or in part, the Purchase Order for its convenience. Participating Member shall pay Awarded Bidder for any Services performed under the Specifications of the Bid Package prior to the termination date.

40. CONTROL OF WORK AND SUBCONTRACTORS

Awarded bidder shall be solely responsible for all methods, techniques, sequences, procedures, and safety programs in connection with the performance of the Work. In addition, Awarded bidder shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the Work.

41. MODIFICATION OR WITHDRAWAL OF BID

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to FMPA, at the place such bids are to be received and at any time prior to the time announced for opening of bids.

42. ERRORS IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

43. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

44. DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the Technical Specifications or Bid Forms, any equipment, material, or article or patented process, any trade name, make, or catalog number bid other than that specified herein is subject to disqualification if the substitution is not specifically approved in writing by FMPA.

Specified items bid shall be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, or appropriate attachments.

45. "OR EQUAL" INTERPRETATION

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with these procedures. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

46. USE OF TRADE NAMES

If allowed by the Technical Specifications and/or the Bid Forms, bidders may submit bids on items manufactured by other than the manufacturer specified. In these instances, bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to, the specifications. Failure of any bidder to furnish the data may be cause for rejection of the specified item(s) to which it pertains.

47. AUTHORIZED PRODUCT REPRESENTATION

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by FMPA that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

48. REGULATIONS

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal or State of Florida rules, regulations or other requirements, as each may apply.

49. CANCELLATION

It is the intention of FMPA to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of FMPA shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of FMPA.

50. ROYALTIES AND PATENTS

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment purchased, and shall defend all suits or claims for infringement of any patent right(s). FMPA shall be held harmless from loss on account thereof and any cost and attorney's fee incurred therefor.

51. TAXES

All of the equipment, materials, and articles incorporated in the product/work furnished and invoiced directly to FMPA are purchased for resale, and such sales are exempt from Florida's sales and use taxes. FMPA will furnish a resale certificate to the contractor or vendor. All of the equipment, materials, and articles incorporated in the product/work furnished and invoices directly to an individual city are not purchases for resale, and the invoices shall include all applicable state and local taxes unless the city provides a self accrual certificate to the contractor at the time of purchase.

52. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The Florida Municipal Power Agency, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement minority business will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

53. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(2)(a), FLORIDA STATUTES, all bidders should be aware of the following:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

54. DRUG-FREE WORKPLACE

A Drug-Free Workplace Statement should be completed, signed, and returned prior to award of bid. This form will be used whenever two or more bids that are identical with respect to price, quality, delivery, and service are received; a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

55. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

56. BUDGETARY CONSTRAINTS

The Florida Municipal Power Agency and the Participating Members reserve the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

57. MANUFACTURERS

FMPA will accept bids for products manufactured by the "Approved Manufacturers" and items that are "Or Equal" to the items listed in the Technical Specification. Items bid must meet or exceed the technical and performance standards of the approved items. Bids submitted for products not approved or equal to approved manufactured item will be rejected.

59. FEMA REIMBURSEMENT

This is an acknowledgement that Federal Emergency Management Agency ("FEMA") financial assistance may be used to fund this agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. However, the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to FMPA, Contractor, or any other party pertaining to any matter resulting from the contract. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

60. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction located in Leon County, Florida.

61. EQUAL EMPLOYMENT OPPORTUNITY

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

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) 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.

(e) 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.

(f) In the event of 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 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 as 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.

(g) Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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. 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 Contractor may request the United States to enter into such litigation to protect the interests of the United States.

62. CONTRACT 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 (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 (1) of this section, in the sum of \$10 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 (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 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

(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through (4) of this section.”

63. CLEAN AIR ACT

(a) 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.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

64. FEDERAL WATER POLLUTION CONTROL ACT

(a) 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.

(b) Contractor agrees to report each violation to FMPA and understands and agrees that FMPA will, in turn, report each violation as required to assure notification to the Florida Department of Environmental Protection, FEMA, and the appropriate Environmental Protection Agency Regional Office.

(c) Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

65. ACCESS TO RECORDS

(a) Contractor agrees to provide FMPA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

66. SUSPENSION AND DEBARMENT

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

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

(c) This certification is a material representation of fact relied upon by (_____). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

67. BYRD ANTI-LOBBYING AMENDMENT

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

68. PROCUREMENT OF RECOVERED MATERIALS

(a) 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—

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

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

69. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

LOCATION OF FMPA MEMBERS

State of Florida



**PROPOSAL TO FURNISH
PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS
FOR THE FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT**

I have carefully examined the Invitation to Bid, Terms and Conditions, Technical Specifications, Bid Forms, and any other documents accompanying or made a part of this Invitation. With full knowledge and understanding of the aforesaid, I agree to abide by all terms and conditions of this bid.

I hereby propose to furnish the materials/services specified in the Invitation at the prices quoted in my bid as indicated in the appropriate spaces on this and the attached sheets.

I certify that I am duly authorized to submit this bid on behalf of the vendor and that the vendor is ready, willing and able to perform if awarded the bid.

Prompt Payment Discount ____% for payment made within ____ days of delivery.

I agree to deliver to the designated place within each zone as appropriate as indicated in my submittal on the attached Bid Forms.

Prices quoted shall remain firm and irrevocable for a period of 365 days.

ADDENDA. The undersigned bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal (if applicable).

Number _____ Dated _____

Number _____ Dated _____

Respectfully submitted:

Company Name: _____

Signature: _____

(Authorized Representative)

(Type or Print Name of Signer)

Address: _____

E-Mail Address: _____

Telephone Number: _____

Toll Free Number: _____

Date: _____

**FLORIDA MUNICIPAL POWER AGENCY
JOINT PURCHASE PROJECT
PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS**

ADDITIONAL INFORMATION (Ref. Terms & Conditions Section 14)

Please provide the following items:

- 1) A complete description of Value Added Services to be provided by the bidder.
- 2) A list of existing similar contracts.
- 3) Contact information for existing contracts.

ADDITIONAL INFORMATION (Ref. Terms & Conditions Section 18.1)

As indicated in Section 18.1 of our Terms & Conditions, please provide the discount percentage for the entire bid award.

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the ties vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.
4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Vendor's Signature

Date

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

STATEMENT OF NO BID

General Manager
Florida Municipal Power Agency
Joint Purchase Project
8553 Commodity Circle
Orlando, FL 32819

We, the undersigned, have declined to bid on your Invitation to Bid, Florida Municipal Power Agency Joint Purchase Project Bid for Annual Requirement for THE PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS for the following reasons:

- ☐ We do not offer this service/product.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Unable to meet bond requirements.
- ☐ Other

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of bidders of the Florida Municipal Power Agency Joint Purchase Project.

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

AFFIDAVIT OF COMPLIANCE
PURCHASE & DELIVERY OF WASTEWATER PIPE, VALVES, & FITTINGS
FMPA ITB # 2019-021

_____ We DO NOT take exception to the Bid Specifications.

_____ We TAKE exception to the Bid Specifications as follows:

Company Name: _____

By: _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address: _____

Telephone Number: _____

Toll Free Number: _____

Fax Number: _____

Date: _____

Minority Business Status: Yes ☐ No ☐ If yes, please indicate type and certificate # below

Anti-Lobbying Declaration
Certification for Contracts, Grants, Loans and Cooperative Agreements
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor/bidder] 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor/Bidder, _____ 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Compliance Declaration

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

Regarding Sections 59 through 69 of this Invitation to Bid, the undersigned [Contractor/Bidder] certifies to the best of his or her knowledge, agrees, complies with the following FEMA requirements.

FEMA Reimbursement

Remedies

Equal Employment Opportunity

Contract Hours and Safety Standards Act

Clean Air Act

Federal Water Pollution control Act

Access to Records

Suspension and Debarment

Byrd Anti-Lobbying Amendment

Procurement of Recovered Materials

DHS Seal, Logo, and Flags

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



Thanks for your interest in serving our Members.



CITY MANAGER M E M O R A N D U M

7.J.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Award of RFP-2022-0917 and Execution of Agreements with Jones Lang LaSalle Americas, Inc. and Yellow Door Realty, LLC for Real Estate Brokerage and Consulting Services

Introduction: Approval to award RFP-2022-0917 and execute Agreements with Jones Lang LaSalle Americas, Inc. and Yellow Door Realty, LLC for Real Estate Brokerage and Consulting Services is requested.

Background: The City of Casselberry depends on contracted services for real estate brokerage and consulting services. On April 17, 2023, the City posted solicitation RFP-2022-0917 Real Estate Brokerage and Consulting Services. At that time, proposals were received from Jones Lang LaSalle Americas, Inc. and Yellow Door Realty, LLC. On Wednesday, June 14, 2023, the two firms were evaluated based on qualifications and experience, similar projects/past performance, project approach/work plan, and pricing. At the conclusion of the meeting, the evaluation committee recommended awarding agreements to both firms.

Discussion: RFP-2022-0917 provides for term agreements with Jones Lang LaSalle Americas, Inc. and Yellow Door Realty, LLC to provide Real Estate Brokerage and Consulting Services on an as-needed and as-budgeted basis. The initial term is for a period of five (5) years, from July 26, 2023 through July 15, 2028, with the opportunity for two (2) additional one (1) year term renewals when in the best interest of the City.

Task Authorizations above the signing authority of the City Manager shall be submitted to the City Commission for approval. The contractors may be compensated on an hourly basis for consulting services and on a commission basis for sale or purchase transaction services. No task authorization will be approved without a corresponding approved budget.

Budget Impact: There is no impact to the Fiscal Year 2023 Budget associated with the award of this agreement.

Recommendation: The City Manager recommends approval of the agreements with Jones Lang LaSalle Americas, Inc. and Yellow Door Realty, LLC for the provision Real Estate Brokerage and Consulting Services for five years (July 24, 2023 – July 23, 2028) with options to renew.

Prepared by: Lorie Mertens, Executive Assistant to City Manager

Attachments:

1. Jones Lang Lasalle Agreement
2. Yellow Door Realty LLC Agreement

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and Jones Lang LaSalle Americas, Inc., 250 South Orange Avenue, Suite 700P, Orlando, Florida 32801 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Real Estate Brokerage and Consulting Services, pursuant to RFP-2022-0917 which is included by reference and incorporated herein (except RFP Section 6.42 Truth in Negotiation Certification shall not be included nor incorporated herein, and); and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on July 24, 2023 and continue through July 23, 2028, and may be renewed for two (2) additional one (1) year terms when in the best interest of the CITY.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Scope of Services.

- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will be on an as-needed and as-budgeted basis for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. In conjunction with the Agreement, work to be provided under the Agreement will be authorized through the issuance of a Task Authorization and Purchase Order established by the City prior to the start of any project, service, or work by the Contractor.
- E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

SECTION 7 **APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 **STANDARD OF CARE**

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 **DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a material default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice if the subject of default is not cured within the ten (10) day cure period following written notice to cure.

SECTION 11 **BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 **PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 **INSURANCE**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and

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shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$500,000.00
b) Automobile Property Damage	\$500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$1,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Professional Liability (errors and omissions)	\$500,000.00
Worker's Compensation	\$1,000,000.00

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date;
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the

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CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 **CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 **PUBLIC RECORDS**

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the CITY to perform the services herein; and
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

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C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.

SECTION 16 **RIGHT TO INSPECTION**

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 **PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 18 **CORPORATE REPRESENTATIONS BY THE CONTRACTOR**

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 19 **INDEPENDENT CONTRACTOR**

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 20 **RELATIONSHIP OF PARTIES**

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

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SECTION 21 **THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 **FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 25 **COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 26 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all third party claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its

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obligations under the Agreement that result in personal injury or property damage. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 29 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 OPEN

SECTION 31 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

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SECTION 32 **ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 **AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES**

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 **SEVERABILITY**

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 **WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 **NOTICES**

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative

Attention: Procurement Manager
Entity Name: City of Casselberry
Street Address: 95 Triplet Lake Drive
City, State, Zip Code: Casselberry, Florida 32707

City Project Representative

City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry Florida 32707

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

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SECTION 37 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager

James "Randy" Newlon
City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
Telephone: 407-262-7700, Ext. 1130
Email address: jnewlon@casselberry.org

Contractor's Project Representative

Natalee Gleiter
Vice President
Jones Lang LaSalle Americas, Inc.
250 South Orange Avenue, Suite 700P
Orlando, Florida 32801
407-982-8576
natalee.gleiter@jll.com

SECTION 38 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 36 hereof.

SECTION 39 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 40 **EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the Contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

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Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section as a result of receiving inaccurate verification information from the E-verify program, if the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 42 **PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43 **HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 **ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 **CONSEQUENTIAL DAMAGES**

Except to the extent of any indemnification obligations, neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively "non-direct damages") resulting from its performance or non-performance of its obligations under the contract even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.

SECTION 46 **INTEGRATION/AMENDMENT**

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be

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amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 48 **SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE**

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 24th day of July, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

JONES LANG LASALLE AMERICAS, INC.

By: _____
Print: Matt Do
Title: Managing Director

For an individual acting in his or her own right:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of person acknowledging), who is personally known to me or who has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

For a corporation:

STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 10th of July by Matt Do, Managing Director of Jones Lang LaSalle Americas Inc., a Maryland corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.
(personally known)

[Notary Seal]

Notary Public

Mary Epstein

Mary Epstein
Name typed, printed or stamped

My Commission Expires: 8/12/2025



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Exhibit "A"
Scope of Services

- A. The Proposer will provide real estate brokerage services for real property located within or adjacent to the City of Casselberry or within or adjacent to its utility service area, on a continuing, non-exclusive, as-needed basis. These services are to be provided in connection with various miscellaneous needs including, but not limited to, condemnations, eminent domain, easements, or voluntary transactions. The specific needs involved are yet to be identified.
- B. At such time as the City of Casselberry has identified the need for specific services to be made, a City Representative will contact one of the selected Proposers to determine the specific scope of the project, schedule, and compensation to be paid. Assignments will be given at the City of Casselberry's sole discretion.
- C. Following selection and negotiation of an acceptable proposal and schedule for services a Task Authorization will be prepared. A sample Task Authorization is included as Exhibit "3". After approval of the Task Authorization by the City of Casselberry and the Proposer, a Purchase Order will be issued. No work is to be performed until the Purchase Order is issued by the City of Casselberry. The City of Casselberry may order changes within the specific Task Authorization and Purchase Order which are within the general scope of the Agreement. Prices for the specific project, completion dates and delivery dates shall be adjusted accordingly.
- D. The Proposer shall provide various professional services relating to real estate consulting services. Such services may include but are not limited to the following:
 - 1. If tasked, the Proposer will provide advice regarding the real estate market, and when instructed, provide agency or transactional brokerage between the City and the real estate property owner with the strategic objective of achieving efficiency, cost effectiveness, and quality real estate transactions for the City.
 - 2. If tasked, the Proposer will provide their expert opinion, market analysis, broker price opinion and guidance regarding statutory requirements as they may apply to the best use of public property, advising staff of various options or approaches toward achieving the desired results, along with general consultant services of an unspecified nature that are consistent with real estate industry best practices and in accordance with standard local, state and federal guidelines.
 - 3. The Proposer's services provided may include, but not be limited to, the specialized real estate categories of residential, commercial, mixed use, industrial, multifamily, retail, institutional, office and conservation (fee simple purchase and easements) properties, along with coordination of real estate transaction closings.
 - 4. The Proposer's services provided may include, but not be limited to, acquisition, disposition, and leasing (structural and ground).
 - 5. The Proposer will attend all meetings (internal and external) and telecommunication conferences as necessary.
 - 6. The Proposer will schedule and participate in onsite tours of real estate properties where warranted or requested.

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7. The Proposer will support the City in the negotiation of key business terms in all real estate transactions.
8. The Proposer will provide a designated project manager for all tasks accepted and any replacement of that project manager must have prior written approval by the City.
9. The Proposer will be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to complete the work set as outlined in the Scope of Services.
10. The Proposer shall provide and pay for all tools, permits, labor, materials, transportation, equipment supervision and any and all other items or services, of any type whatsoever, to fully complete the accepted task with the City.

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Exhibit “B”

Pricing Schedule

Section 1: Hourly Rates for Special Projects:

Hourly rates for Real Estate Advisory Services

Due to the range of potential services contemplated under this contract, JLL will review and agree on scope of work, participating staff members, and applicable method of compensation including hourly rates as needed with the City for each assignment.

We provide our general hourly rates for real estate advisory services below.

Title	Hourly Rate
Managing Director	\$505
Executive Vice President	\$425
Senior Vice President	\$395
Vice President	\$375
Senior Associate	\$325
Associate	\$250
Senior Analyst	\$225
Analyst	\$175

Hourly rates for Property Management and Engineering *

Discipline	Title	Range
Management	Vice President	\$350/HR
Management	Assistant Manager	\$225/HR
Engineering	Senior Chief Engineer	\$325/HR
Engineering	Lead Engineer	\$100/HR

**JLL Property Management can also provide a full-service fee schedule upon request from the City of Casselberry.*

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Section 2: Brokerage/Commission Fee for Real Estate Purchases and Dispositions:

Below is the fee schedule for sales/purchases fees of both residential and commercial properties.

Sales Price	Fee
<\$100,000	\$20,000 flat fee
\$100,001 - \$1,000,000	4% - 5%
\$1,000,001 - \$10,000,000	3% - 4%
>\$10,000,001	2.5%

Below are the typical fees for leasing transactions of both residential and commercial properties.

- JLL Agency: without outside broker 4% of total rents collected
- JLL Agency: with outside broker 2% of total rents collected
- JLL Tenant Rep: 4% of total rents paid
- JLL Residential: 3% -6% depending on working with a third-party broker

****For all commissions paid to JLL, JLL will pay the City of Casselberry a 20% participation fee from the total proceeds JLL receives.***

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Exhibit "C"
Contractor E-Verify Affidavit

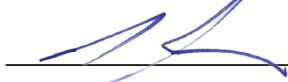
Jones Lang LaSalle

I hereby certify that Americas, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

Jones Lang LaSalle

A true and correct copy of Americas, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Matt Do, Managing Director

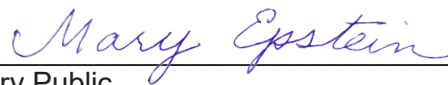
Date: 7/10/2023

STATE OF Maryland

COUNTY OF Baltimore

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 10th of July by Matt Do, Managing Director of Jones Lang LaSalle Americas Inc, a Maryland corporation, on behalf of the corporation. He/she is personally known to me or has produced (personally known) as identification.

[Notary Seal]



Notary Public

Mary Epstein

Name typed, printed or stamped

My Commission Expires: 8/12/2025



Company ID Number: 19959



Client Company ID Number: 1590126

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of



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the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance



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with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any “employee assigned to the contract” (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee’s assignment to the contract, whichever date is later.
 - d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all



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existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.



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ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.



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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.



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3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent.
(Employer) hereby designates and appoint
(E-Verify Employer Agent) including its officers and employees,
as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU
between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer * Jones Lang LaSalle	
Name (Please Type or Print) Robert Fister	Title
Signature Electronically Signed	Date 09/22/2020
E-Verify Employer Agent Equifax Workforce Solutions LLC	
Name (Please Type or Print) Robert Fister	Title
Signature Electronically Signed	Date 09/22/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/05/2020



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	* Jones Lang LaSalle
Company Facility Address	200 East Randolph St Floor 48 Chicago, IL 60601
Company Alternate Address	200 East Randolph St Floor 48 Chicago, IL 60601
County or Parish	COOK
Employer Identification Number	364160760
North American Industry Classification Systems Code	532
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	6506 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AK	4	VT	2
AL	42	WA	291
AR	17	WI	80
AZ	128	WV	11
CA	791	WY	4
CO	134		
CT	78		
DC	76		
DE	27		
FL	406		
GA	211		
HI	18		
IA	28		
ID	17		
IL	994		
IN	64		
KS	27		
KY	57		
LA	43		
MA	204		
MD	92		
ME	5		
MI	105		
MN	93		
MO	69		
MS	19		
MT	7		
NC	246		
ND	5		
NE	34		
NH	15		
NJ	174		
NM	19		
NV	41		
NY	412		
OH	138		
OK	26		
OR	71		
PA	189		
PR	35		
RI	18		
SC	68		
SD	2		
TN	112		
TX	539		
UT	37		
VA	181		



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Erica Reed
Phone Number	3122283794
Fax	
Email	erica.reed@am.jll.com



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This list represents the first 20 Program Administrators listed for this company.

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

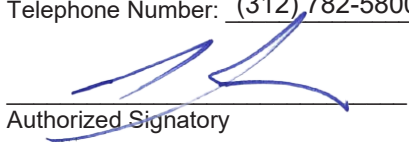
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Jones Lang LaSalle Americas, Inc.

Mailing Address: 200 East Randolph Drive, Chicago, IL 60601

Telephone Number: (312) 782-5800 Fax Number: (312) 782-4339 E-mail Address: matt.do@jll.com

	<u>Matt Do</u>	FEIN: <u>36-4160760</u>
Authorized Signatory	Printed Name	
<u>Managing Director</u>	<u>7/10/2023</u>	
Title	Date	

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and Yellow Door Realty, LLC, 107 South Oak Avenue, #B, Sanford, Florida 32771 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Real Estate Brokerage and Consulting Services, pursuant to RFP-2022-0917 which is included by reference and incorporated herein (except RFP Section 6.42 Truth in Negotiation Certification shall not be included nor incorporated herein, and); and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on July 24, 2023 and continue through July 23, 2028, and may be renewed for two (2) additional one (1) year terms when in the best interest of the CITY.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

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Scope of Services.

- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will be on an as-needed and as-budgeted basis for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. In conjunction with the Agreement, work to be provided under the Agreement will be authorized through the issuance of a Task Authorization and Purchase Order established by the City prior to the start of any project, service, or work by the Contractor.
- E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

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SECTION 7 **APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 **STANDARD OF CARE**

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 **DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a material default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice if the subject of default is not cured within the ten (10) day cure period following written notice to cure.

SECTION 11 **BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 **PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

SECTION 13 **INSURANCE**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

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any work hereunder:

Automobile combined single limit or	\$150,000.00
a) Automobile Bodily Injury and	\$50,000.00
b) Automobile Property Damage	\$100,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$1,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Professional Liability (errors and omissions)	\$500,000.00
Worker's Compensation	\$1,000,000.00

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date;
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a

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waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 **CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 **PUBLIC RECORDS**

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
1. Keep and maintain all public records required by the CITY to perform the services herein; and
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

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- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

SECTION 16 **RIGHT TO INSPECTION**

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 **PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 18 **CORPORATE REPRESENTATIONS BY THE CONTRACTOR**

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 19 **INDEPENDENT CONTRACTOR**

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

SECTION 20 **RELATIONSHIP OF PARTIES**

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

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SECTION 21 **THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 **FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 25 **COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 26 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all third party claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its

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obligations under the Agreement that result in personal injury or property damage. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 29 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 OPEN

SECTION 31 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

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SECTION 32 ASSIGNMENT

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 SEVERABILITY

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 NOTICES

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative

Attention: Procurement Manager
Entity Name: City of Casselberry
Street Address: 95 Triplet Lake Drive
City, State, Zip Code: Casselberry, Florida 32707

City Project Representative

City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry Florida 32707

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

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SECTION 37 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager

James "Randy" Newlon
City Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
Telephone: 407-262-7700, Ext. 1130
Email address: jnewlon@casselberry.org

Contractor's Project Representative

Nancy Groves
Broker/Owner
Yellow Door Realty, LLC
107 South Oak Avenue, #B
Sanford, FL 32771
407-600-1446
nancy@yellowdoorrealty.org

SECTION 38 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 36 hereof.

SECTION 39 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 40 **EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the Contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

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Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section as a result of receiving inaccurate verification information from the E-verify program, if the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 42 **PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43 **HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 **ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 **CONSEQUENTIAL DAMAGES**

Except to the extent of any indemnification obligations, neither party shall be liable, under any circumstances for any anticipatory or lost profit, special, consequential, punitive, exemplary, incidental or indirect damages of any kind (collectively "non-direct damages") resulting from its performance or non-performance of its obligations under the contract even if such non-direct damages are attributed to breach of the contract, tort or negligence or otherwise caused; such party has been advised of the possibility of such non-direct damages; or under applicable law, any such non-direct damages are considered direct damages.

SECTION 46 **INTEGRATION/AMENDMENT**

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict

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between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 48 **SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE**

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 11 day of July, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson,
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

By: _____
YELLOW DOOR REALTY, LLC
Print: Nancy Groves
Title: BROKER / OWNER

For an individual acting in his or her own right:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by (name of person acknowledging), who is personally known to me or who has produced (type of identification) as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

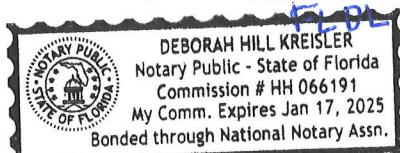
My Commission Expires: _____

-For a corporation:

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/11/23 by Nancy Groves of Yellow Door Realty, LLC Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



Notary Public

Name typed, printed or stamped

My Commission Expires: _____

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Exhibit "A"
Scope of Services

- A. The Proposer will provide real estate brokerage services for real property located within or adjacent to the City of Casselberry or within or adjacent to its utility service area, on a continuing, non-exclusive, as-needed basis. These services are to be provided in connection with various miscellaneous needs including, but not limited to, condemnations, eminent domain, easements, or voluntary transactions. The specific needs involved are yet to be identified.
- B. At such time as the City of Casselberry has identified the need for specific services to be made, a City Representative will contact one of the selected Proposers to determine the specific scope of the project, schedule, and compensation to be paid. Assignments will be given at the City of Casselberry's sole discretion.
- C. Following selection and negotiation of an acceptable proposal and schedule for services a Task Authorization will be prepared. A sample Task Authorization is included as Exhibit "3". After approval of the Task Authorization by the City of Casselberry and the Proposer, a Purchase Order will be issued. No work is to be performed until the Purchase Order is issued by the City of Casselberry. The City of Casselberry may order changes within the specific Task Authorization and Purchase Order which are within the general scope of the Agreement. Prices for the specific project, completion dates and delivery dates shall be adjusted accordingly.
- D. The Proposer shall provide various professional services relating to real estate consulting services. Such services may include but are not limited to the following:
 - 1. If tasked, the Proposer will provide advice regarding the real estate market, and when instructed, provide agency or transactional brokerage between the City and the real estate property owner with the strategic objective of achieving efficiency, cost effectiveness, and quality real estate transactions for the City.
 - 2. If tasked, the Proposer will provide their expert opinion, market analysis, broker price opinion and guidance regarding statutory requirements as they may apply to the best use of public property, advising staff of various options or approaches toward achieving the desired results, along with general consultant services of an unspecified nature that are consistent with real estate industry best practices and in accordance with standard local, state and federal guidelines.
 - 3. The Proposer's services provided may include, but not be limited to, the specialized real estate categories of residential, commercial, mixed use, industrial, multifamily, retail, institutional, office and conservation (fee simple purchase and easements) properties, along with coordination of real estate transaction closings.
 - 4. The Proposer's services provided may include, but not be limited to, acquisition, disposition, and leasing (structural and ground).
 - 5. The Proposer will attend all meetings (internal and external) and telecommunication conferences as necessary.
 - 6. The Proposer will schedule and participate in onsite tours of real estate properties where warranted or requested.

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

7. The Proposer will support the City in the negotiation of key business terms in all real estate transactions.
8. The Proposer will provide a designated project manager for all tasks accepted and any replacement of that project manager must have prior written approval by the City.
9. The Proposer will be solely responsible for the means, methods, techniques, sequences, safety programs and procedures necessary to complete the work set as outlined in the Scope of Services.
10. The Proposer shall provide and pay for all tools, permits, labor, materials, transportation, equipment supervision and any and all other items or services, of any type whatsoever, to fully complete the accepted task with the City.

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Exhibit "B"

Pricing Schedule

Attachment "I" - Price Proposal/Fee Schedule Form		
Section 1: Hourly Rates for Special Projects:		
Item Number	Position Title	Hourly Rate
1	Broker	\$ 150.00
2	Sales Associate	\$ 95.00
3		
4		
5	Add More Lines for Additional Positions if Necessary	
Section 2: Brokerage / Commission Fee for Real Estate Purchases and		
Item Number	Description	Fee*
1	Residential Properties	6%
2	Commercial Properties	7.5%
*Attach Sliding / Variable Fee Schedules if Applicable		
	Residential: 2.5% Selling Side; 3.5% Listing Side	6%
	Commercial: 3% Selling Side; 4.5% Listing Side	7.50%

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that YELLOW DOOR REALTY LLC [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of YELLOW DOOR REALTY LLC [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

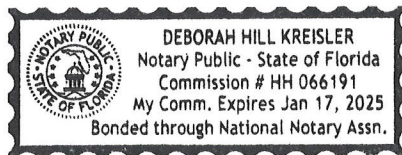
[Signature]
Print Name: NANCY GROVES

Date: 7/11/23

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7/11/2023 by Nancy Groves of Yellow Door Realty, LLC a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced FL DL as identification.

[Notary Seal]



[Signature]
Notary Public

Name typed, printed or stamped
My Commission Expires: _____

RFP-2022-0917 REAL ESTATE BROKERAGE AND CONSULTING SERVICES

Exhibit "D"

Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: YELLOW DOOR REALTY LLC

Mailing Address: 107 S. OAK AVE, SANFORD FL

Telephone Number: 407-600-1446 Fax Number: NONE E-mail Address: NANCY@YELLOWDOORREALTY.ORG

[Signature] NANCY GROVES FEIN: 84-2309423
Authorized Signatory Printed Name

OWNER/BROKER 7/11/23
Title Date



CITY MANAGER M E M O R A N D U M

7.K.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Change Order No. 1 to Task Authorization #9 with SK Consortium, Inc. for Professional Design Services for "Wheel Park" - Phase 1

Introduction: Approval of Change Order No. 1 to Task Authorization #9 with SK Consortium, Inc. in the amount not to exceed an additional \$64,094.50 to provide additional professional services for project PW 2001 "Wheel Park" - Phase 1 is requested.

Background: As part of the planning efforts leading up to a parks bond referendum, conceptual plans for "Wheel Park" (both Phase 1 and Phase 2) were developed. On March 17, 2020, Casselberry voters passed a parks bond referendum, which included "Wheel Park" (both phases) as the fourth highest priority out of six parks.

"Wheel Park" - Phase 1 includes (but is not limited to) the following elements:

- inclusive playground
- bicycle training playground for 2-5 year olds
- pavilion structure/picnic area
- restroom
- trail connectors/sidewalks

SK Consortium, Inc. (SK) is one of the City's continuing park planning and design consultants. In April 2021, the City Commission approved Task Authorization (TA) #9 with SK to provide final design services for "Wheel Park" - Phase 1 (project PW 2001). The TA scoped but did not authorize \$34,094.50 in optional post-design services to further assist with issues during the bidding and construction phases.

In 2022, as the result of a grant application, the City was awarded \$200,000 in Florida Recreation Development Assistance Program (FRDAP) funding toward the construction of "Wheel Park" - Phase 1. The Agreement for the FRDAP grant requires the project to be fully completed by April 30, 2025.

As of the writing of this agenda item, final plans for the project are undergoing review, including by the Development Review Committee. It is anticipated the project will be bid out through the City's CMAR (Construction Manager at Risk) later in 2023 as part of a project bundle with "Wheel Park" - Phase 2 and Wirz Park.

Discussion: Although staff has not recently observed active gopher tortoises on the Phase 1 site, it is well known that the Phase 2 site has had historic gopher tortoise activity. It is therefore possible that gopher tortoise activity may be encountered on the Phase 1 site prior to or during construction. TA #9 did not include any relocation assistance for gopher tortoises encountered on the Phase 1 site.

As the project is nearing construction readiness, and gopher tortoise relocations are time sensitive with respect to the construction schedule, staff recommends proceeding with a Change Order to authorize potentially needed services. The proposed Change Order No. 1 to TA #9 provides for the following: 1) extending the completion date of the TA to 4/30/2025, which is the estimated time that construction should be fully completed (and the deadline per the FRDAP grant); 2) authorizing the previously scoped post design services in the amount of \$34,094.50 on a not-to-exceed basis; and 3) providing a \$30,000 allowance on a not-to-exceed basis in case gopher tortoises are encountered prior to or during construction. The total additional cost is therefore not to exceed \$64,094.50.

This TA does not authorize construction of the project itself but will allow the City to be prepared for construction in a timely manner. It is anticipated the construction of the project will be brought before the City Commission for consideration for approval in late 2023.

Budget Impact: Sufficient funding for this item is budgeted and available in the FY 23 Parks Master Plan Fund Improvements Other/"Wheel Park" - Phase 1 Account #307-0410-572.63-24.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Change Order No. 1 to Task Authorization #9 with SK Consortium, Inc. in an amount not to exceed \$64,094.50.

Prepared by: Kelly Brock, Public Works & Utilities Director

Attachments:

1. Change Order No. 1



City of Casselberry | Procurement and Contract Management Division

95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

CONSTRUCTION OR PROFESSIONAL SERVICES CHANGE ORDER FORM

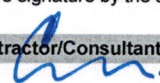
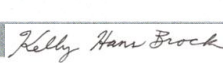
DATE:	6/27/2023	CHANGE ORDER NO:	001
ARCHITECT/ENGINEER OF RECORD:	N/A	PROJECT:	PW 2001 "Wheel Park" - Phase 1
TO (CONTRACTOR/CONSULTANT):	SK Consortium, Inc.	Tracking No.	SOQ-2018-0353 (TA #9)
Address: 1053 N Orlando Ave City/State/Zip: Maitland, FL 32751 Telephone: (407) 629-4288			

PROPOSED CHANGE: (ATTACH ADDITIONAL SHEETS IF REQUIRED)		Construction Contract
CO REQUEST NO.	DESCRIPTION OF CHANGES	DECREASE/INCREASE
COR-000	Extend Final Completion to 4/30/2025 to coincide with estimated construction completion	\$0.00
COR-001	Post Design Services Per Original TA Proposal (Not-to-exceed)	\$34,094.50
COR-002	Gopher Tortoise Relocation Allowance (Not-to-exceed)	\$30,000.00

NOTICE TO PROCEED DATE		4/15/2021	ORIGINAL CONTRACT SUM	\$205,137.70
Contract Time:	DAYS:	DATE:		
Original Substantial Completion (SC)	305	2/13/2022		
Original Final Completion (FC)	30	3/15/2022		
Original Contract Time	335	3/15/2022	Present Contract Sum	\$205,137.70
			This CO Add(Deduct)	\$64,094.50
This Change in SC Time	1142	3/31/2025	New Contract Sum	\$269,232.20
PRESENT CONTRACT Substantial Completion (SC)	1447	3/31/2025		
Final Completion time (FC)	30			
REVISED CONTRACT TIME	1477	4/30/2025		

Waiver: This Change Order is an Amendment to the Contract Agreement between Contractor/Consultant and Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor/Consultant for this change. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor/Consultant hereby releases Owner from all claims, demand a or causes of action arising out to the transactions, events and occurrences, transactions, events and occurrences giving rise to this Change Order. Execution of this Change Order shall constitute Contractor's/Consultant's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. **Acknowledgement:** This Change Order and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

This Change Order ___ does or X does not involve changes to the design of the project, which would require signature by the architect/Engineer of record. Project Manager (Initials). KB ___.

Architect/Engineer: (when applicable)	For the Contractor/Consultant:
<u>X</u> N/A	<u>X</u>  6/26/23
Signature, Architect/Engineer	Signature, Contractor/Consultant
Date	Date
For the Owner:  Digitally signed by Kelly Brock Date: 2023.06.28 10:28:21 -04'00'	For the Owner: <u>James Newlon</u> Digitally signed by James Newlon Date: 2023.06.28 16:14:45 -04'00'
<u>X</u> Public Works & Utilities Director	<u>X</u> Randy Newlon, City Manager
Date	Date
<u>X</u> Fernando Lopes Digitally signed by Fernando Lopes Date: 2023.06.28 13:14:18 -04'00'	<u>X</u> David Henson, Mayor/Commissioner (if applicable)
Reviewed by: Procurement Manager	Date

Note: The City Manager and/or Procurement Administrator (when applicable) may approve up to a cumulative maximum of 5% of the GMP, above 5% of the GMP - the City Commission must authorize the change order.

Attest: (when applicable)

X
Donna G. Gardner, CMC, City Clerk



CITY MANAGER M E M O R A N D U M

7.L.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Change Order No. 1 to Task Authorization #10 with SK Consortium, Inc. for Professional Design Services for "Wheel Park" - Phase 2

Introduction: Approval of Change Order No. 1 to Task Authorization #10 with SK Consortium, Inc. in the amount not to exceed an additional \$122,331 to provide additional professional services for project PW 2102 "Wheel Park" - Phase 2 is requested.

Background: As part of the planning efforts leading up to a parks bond referendum, conceptual plans for "Wheel Park" (both Phase 1 and Phase 2) were developed. On March 17, 2020, Casselberry voters passed a parks bond referendum, which included "Wheel Park" (both phases) as the fourth highest priority out of six parks.

"Wheel Park" - Phase 2 includes (but is not limited to) the following elements:

- A hybrid bike/skate park
- A pavilion structure/picnic area
- Restroom

SK Consortium, Inc. (SK) is one of the City's continuing park planning and design consultants. In April 2021, the City Commission approved Task Authorization (TA) #10 with SK to provide final design services for "Wheel Park" - Phase 2 (project PW 2102). This TA included \$21,147 in assistance toward surveying and relocating gopher tortoises, as there is a known history of tortoise activity on this site. This amount included the anticipated recipient site fee of \$1,400 per tortoise. The TA also scoped but did not authorize \$45,389 in optional post-design services to further assist with issues during the bidding and construction phases.

As of the writing of this agenda item, final plans for the project are undergoing review, including by the Development Review Committee. It is anticipated the project will be bid out through the City's CMAR (Construction Manager at Risk) later in 2023 as part of a project bundle with "Wheel Park" - Phase 1 and Wirz Park.

Discussion: The anticipated cost to handle gopher tortoise relocations has increased significantly since the execution of the original TA, with the anticipated recipient site fee now at \$6,000 per tortoise. SK has therefore provided an updated proposal to address gopher tortoises with a fee of \$68,089, which is \$46,942 higher than the original TA's allocation for this effort.

As the project is nearing construction readiness, and gopher tortoise relocations are time sensitive with respect to the construction schedule, staff recommends proceeding with a Change Order to authorize needed services. The proposed Change Order No. 1 to TA #10 provides for the following: 1) extending the completion date of the TA to April 30, 2025, which is the estimated time that construction should be fully completed; 2) authorizing the previously scoped post design services in the amount of \$45,389 on a not-to-exceed basis; 3) authorizing the additional anticipated \$46,942 cost for gopher tortoise relocation; and 4) providing an additional \$30,000 allowance on a not-to-exceed basis in case more gopher tortoises are encountered than expected prior to or during construction. The total additional cost is therefore not to exceed \$122,331.

This TA does not authorize construction of the project itself but will allow the City to be prepared for construction in a timely manner. It is anticipated the construction of the project will be brought before the City Commission for consideration for approval in late 2023.

Budget Impact: Sufficient funding for this item is budgeted and available in the FY 23 Parks Master Plan Fund Improvements Other/"Wheel Park" - Phase 2 Account #307-0410-572.63-24.

Recommendation: The City Manager and Public Works & Utilities Director recommend approval of Change Order No. 1 to Task Authorization #10 with SK Consortium, Inc. in an amount not to exceed \$122,331.

Prepared by: Kelly Brock, Public Works & Utilities Director

Attachments:

1. Change Order No. 1



City of Casselberry | Procurement and Contract Management Division

95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

CONSTRUCTION OR PROFESSIONAL SERVICES CHANGE ORDER FORM

DATE:	6/27/2023	CHANGE ORDER NO:	001
ARCHITECT/ENGINEER OF RECORD:	N/A	PROJECT:	PW 2102 "Wheel Park" - Phase 2
TO (CONTRACTOR/CONSULTANT):	SK Consortium, Inc.	Tracking No.	SOQ-2018-0353 (TA #10)
Address: 1053 N Orlando Ave City/State/Zip: Maitland, FL 32751 Telephone: (407) 629-4288			

PROPOSED CHANGE: (ATTACH ADDITIONAL SHEETS IF REQUIRED)			Construction Contract
CO REQUEST NO.	DESCRIPTION OF CHANGES		DECREASE/INCREASE
COR-000	Extend Final Completion to 4/30/2025 to coincide with estimated construction completion		\$0.00
COR-001	Post Design Services Per Original TA Proposal (Not-to-exceed)		\$45,389.00
COR-002	Additional Gopher Tortoise Relocation Expenses Per Attached Updated ECS Proposal (\$68,089 less \$21,147 in original TA)		\$46,942.00
COR-003	Additional Gopher Tortoise Relocation Allowance (Not-to-exceed)		\$30,000.00
NOTICE TO PROCEED DATE			ORIGINAL CONTRACT SUM
		4/15/2021	\$284,176.30
Contract Time:	DAYS:	DATE:	
Original Substantial Completion (SC)	305	2/13/2022	
Original Final Completion (FC)	30	3/15/2022	
Original Contract Time	335	3/15/2022	Present Contract Sum
			\$284,176.30
			This CO Add(Deduct)
			\$122,331.00
This Change in SC Time	1142	3/31/2025	New Contract Sum
			\$406,507.30
PRESENT CONTRACT Substantial Completion (SC)	1447	3/31/2025	
Final Completion time (FC)	30		
REVISED CONTRACT TIME	1477	4/30/2025	

Waiver: This Change Order is an Amendment to the Contract Agreement between Contractor/Consultant and Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor/Consultant for this change. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor/Consultant hereby releases Owner from all claims, demand a or causes of action arising out to the transactions, events and occurrences, transactions, events and occurrences giving rise to this Change Order. Execution of this Change Order shall constitute Contractor's/Consultant's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. **Acknowledgement:** This Change Order and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

This Change Order ___ does or X does not involve changes to the design of the project, which would require signature by the architect/Engineer of record. Project Manager (Initials). KB

Architect/Engineer: (when applicable)
X N/A
Signature, Architect/Engineer _____ Date _____

For the Owner: Kelly Han Brock Digitally signed by Kelly Brock
Date: 2023.06.28 10:27:18
X -04'00'

Public Works & Utilities Director _____ Date _____

X Fernando Lopes Digitally signed by Fernando Lopes
Date: 2023.06.28 13:15:20 -04'00'

Reviewed by: Procurement Manager _____ Date _____

For the Contractor/Consultant: _____

X _____ Date: 6/28/23

Signature, Contractor/Consultant _____ Date _____

Digitally signed by James Newlon

For the Owner: James Newlon Digitally signed by James Newlon
Date: 2023.06.28 16:15:58
X -04'00'

Randy Newlon, City Manager _____ Date _____

X _____

David Henson, Mayor/Commissioner (if applicable) _____ Date _____

Attest: (when applicable)

X _____

Donna G. Gardner, CMC, City Clerk _____ Date _____

Note: The City Manager and/or Procurement Administrator (when applicable) may approve up to a cumulative maximum of 5% of the GMP, above 5% of the GMP - the City Commission must authorize the change order.



August 24, 2022

Cas Suvongse
SK Consortium, Inc.
Planning, Engineering, Urban Design
1053 N. Orlando Avenue, Suite 3
Maitland, Florida 32751

**Re: Wheel Park West
Environmental Services
ECS Proposal No. 047.24.20**

Dear Cas:

Attached please find the proposal to conduct the environmental tasks associated with the above-referenced project site.

The terms and conditions of this proposal are as detailed in the attached Scope of Services. Should they meet with your approval, please execute a copy and return to my attention.

Ecological Consulting Solutions, Inc. appreciates the opportunity to provide you with our services. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

ECOLOGICAL CONSULTING SOLUTIONS, INC.

Bill Griffy

attachments

**SCOPE OF SERVICES
SK CONSORTIUM, INC.**

**WHEEL PARK WEST
ENVIRONMENTAL SERVICES
EXHIBIT A**

August 24, 2022

The following Scope of Services is for services provided by Ecological Consulting Solutions Inc. (ECS) for SK Consortium, Inc. (the Client).

TASK I: LISTED SPECIES SURVEY

A survey of the project limits will be conducted by pedestrian transects to identify the potential for flora and fauna protected by the U.S. Fish and Wildlife Service (USFWS), the Florida Department of Agriculture (FDA), and the Florida Fish and Wildlife Conservation Commission (FWC) per 50 CFR 17.11 “List of Endangered and Threatened Wildlife” and 50 CFR 17.12 “List of Endangered and Threatened Plants” for Hillsborough County, Florida.

A report detailing the results will be prepared and submitted for review. The report will include all data collected as well as the available options, recommendations, and estimated costs for preparing a management or mitigation plan, should the results indicate the presence of a listed species. All listed species will be identified with surveyors tape and mapped on an aerial of the project site.

This task includes a 100% gopher tortoise survey.

TASK II: PERMIT APPLICATION

ECS will prepare and submit a gopher tortoise relocation permit application with the Florida Fish and Wildlife Conservation Commission (FWC). The application will be based on the results of the 100% gopher tortoise burrow survey. This proposal assumes no more than 15 gopher tortoise burrows are present onsite. This task includes the preparation of the required authorization letter, graphics and online information necessary to complete the application. The application will request a permit to relocate up to 10 gopher tortoises.

It typically takes FWC 30 days to issue the relocation permit.

TASK III: RELOCATION

Two methods may be used to relocate the onsite gopher tortoise population; the use of a backhoe and operator and bucket trapping. ECS recommends using the backhoe and operator method since the relocation can be completed in 2 days.

Once the relocation permit is received, ECS biologists will begin the relocation efforts. This task will include the cost for the ECS Authorized Agent to be onsite at all times during the relocation. This task will also include the use of a trained backhoe operator and backhoe to

excavate the gopher tortoise burrows. After the excavation, the disturbed area will be filled back with soil and compacted.

TASK IV: AFTER ACTION REPORT

ECS will prepare and submit the After Action Report as required by the FWC within 30 days of completion of the relocation. This report will document and map the number of tortoises relocated and provide details on the donor site and recipient site.

MITIGATION CONTRIBUTION FEE

The mitigation contribution fee will be \$ 1,989.00 and is based on an estimated 10 gopher tortoises. **The Mitigation fee must be paid to the Wildlife Foundation of Florida.**

RECIPIENT SITE FEE

ECS will reserve suitable space within an FWC approved long-term protected gopher tortoise recipient site for the receipt of up to 10 gopher tortoises. The per tortoise fee at is \$6,000.00 per tortoise.

The client will only be invoiced for the actual number of tortoises captured. ECS manages the recipient site and will transport and release the gopher tortoises.

FEE SUMMARY

The fee summary for the above-referenced scope of services is as follows:

Task I: Listed Species Survey	\$ 1,150.00
Task II: Permit Application	\$ 700.00
Task III: Relocation	\$ 3,900.00
Task IV: After Action Report.....	\$ 350.00
Recipient Site Fee of \$6,000.00 per tortoise.....	\$ 60,000.00
SUB-TOTAL:	\$ 66,100.00
Mitigation Contribution Fee (Paid to the FWC)	\$ 1,989.00
TOTAL FEE:	\$ 68,089.00

ADDITIONAL SERVICES

Additional services required as a result of substantial changes in the established Scope of Services, will require written authorization by the Client and will be negotiated on an additional fee basis. The work does not include any permitting design work, mitigation or supplemental work associated with environmental permitting.



CITY MANAGER M E M O R A N D U M

7.M.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Piggyback Agreement with Bekins Commercial Installations, Inc. for Moving Services, As Needed, for Relocation of the Police Department

Introduction: Approval to piggyback Lake County Contract, Bid: 21-0715, with Bekins Commercial Installations, Inc. to provide moving services, as needed, for the relocation of the Police Department into its new headquarters building in the amount not to exceed \$17,995 is requested. (REF: PBA-2023-1053)

Background: The City of Casselberry Procurement Policy allows for piggyback cooperatives on an existing competitively bid government contract at the same scope, terms, and conditions. The original agreement was between Lake County and Bekins Commercial Installations, Inc. for the same services as needed. The scope of services provided by the Contractor will be all labor, materials, transportation, coordination, project management, and all incidentals necessary for the relocation of the equipment and furnishings used in the government offices on an as-needed basis. Items to be moved shall include, but are not limited to, desks, chairs, tables, filing cabinets, equipment, information technology equipment, and other miscellaneous items.

Discussion: The Police Department is relocating into the new headquarters' building located at 115 Wilshire Boulevard. The Police Department is requesting approval to piggyback off the contract from Lake County using the moving services as needed, provided by Bekins Commercial Installation, Inc.

Budget Impact: Operating Supplies Account #001-0610-521.52-00 is currently at \$201,973. Approval of the contract will decrease the Operating Supplies Account #001-0610-521.52-00 in the amount of \$17,995.

Recommendation: The City Manager and Police Chief recommend approval of the piggyback agreement with Bekins Commercial Installations, Inc. for moving services in the amount not to exceed \$17,995 for relocation of the Police Department into the new headquarters building.

Prepared by: Brandy Ramirez, Administrative Services Coordinator

Attachments:

1. Agreement

PBA-2023-1053 Moving Services, As Needed

AGREEMENT

THIS AGREEMENT is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and BEKINS COMMERCIAL INSTALLATIONS, INC., 2481 Principal Row, Suite 100, Orlando, FL 32837, hereinafter referred to as the "CONTRACTOR". The parties have agreed as follows:

1. The City's Procurement Policy allows for "piggyback cooperatives" on an existing competitively bid government contract at the same scope, terms and conditions. It has been determined that it is in the City's best interest to make a cooperative purchase for MOVING SERVICES, As Needed.
2. The CONTRACTOR was awarded a contract with Lake County, Florida, 315 W. Main St., Tavares, Florida 32778. Said contract being identified as: MOVING SERVICES, AS NEEDED, Bid: 21-0715 effective November 1, 2021 through October 31, 2022 with opportunity for four (4) one (1) year renewals. Lake County renewed the first (1) of four (4) renewals to Oct 31, 2023.
3. Incorporation of Contract: The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.
4. Notwithstanding the requirement that the original contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original contract as applied to this contract between the CONTRACTOR and the CITY, as follows:

A) Term. The term of this Agreement shall begin on July 24, 2023 and shall not expire until all work under Purchase Order issued is completed, accepted and paid for by the City.

B) Compensation.

This Agreement shall not exceed Seventeen Thousand Nine Hundred Ninety-five and 00/100 Dollars (\$17,995.00) for the term. The amount to be paid based upon prices as set forth in the Contract, Exhibit "A", which is attached hereto and made a binding part hereof.

C) Payment. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.

D) Funding. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY and, therefore, in its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein.

E) In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the CONTRACTOR. Work to be provided under the Agreement will be authorized through the issuance of a Notice to Proceed (NTP) or Task Authorization (TA).

F) Performance. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will provide a written corrective action request to the CONTRACTOR. The CONTRACTOR will have ten (10) calendar days after date of receipt of written notice citing the nature of the breach to appropriately respond and address the problem. The City reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party for services with or without

PBA-2023-1053 Moving Services, As Needed

competition to ensure continuity of services.

G) Employment Eligibility Verification (E-Verify):

In accordance with Florida Statute Chapter 448.095, A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section of, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

H) Applicable Law/Venue:

Notwithstanding the provisions in "Exhibit A" to the contrary, all legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida; except that any final judgement may be enforced in other jurisdictions in any manner provided by law. The parties unequivocally waive any right to a jury trial, and agree that all legal actions shall be tried, both as to factual and legal issues, only to the Court. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

I) Insurance Requirements:

- a. The CONTRACTOR shall maintain the minimum types of insurance and limits as required in the Contract, (Exhibit "A").
- b. **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the City in the form of Certificates of Insurance prior to or at the time of execution of this agreement. CONTRACTOR shall not commence work until all proof of such insurance has been filed with and approved by the CITY.
- c. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and as additional insured on the commercial general liability insurance endorsement or pursuant to a blanket additional insured endorsement and will provide the CITY with proof of same.
- d. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;

PBA-2023-1053 Moving Services, As Needed

3. The name of the insurer;
4. The number of the policy;
5. The effective date;
6. The termination date; and,
7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
8. The Certificate Holders Box must read as follows:

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

- e. Receipt of certificates, other documentation of insurance, policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
 - f. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and make readily available upon request by the CITY.
 - J) Address and Notice Change for the City: Notwithstanding the address and contact information for the government entity as set forth in Exhibit "A," the CONTRACTOR agrees to conduct business with and to provide all notices to: Attn: Deputy Chief Derrick Becton, City Of Casselberry Police Department, City of Casselberry, 4195 S US Hwy 17 92, Casselberry, FL 32707-3252, telephone (407) 262-7616, Ext. 1063 and email dbecton@casselberry.org.
 - K) Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the Court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.
- All other provisions in the original contract (Exhibit "A") are fully binding on the parties and will represent the agreement between the City and the CONTRACTOR.
- L) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

SIGNATURE PAGE TO FOLLOW

PBA-2023-1053 Moving Services, As Needed

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor/Commissioner

Attest:

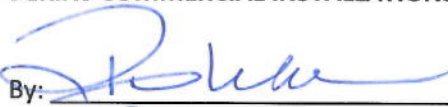
CITY OF CASSELBERRY

By: _____

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

BEKINS COMMERCIAL INSTALLATIONS, INC.

By: 

Print: PETE WEBER

Title: DR. BUSS. DEVL.

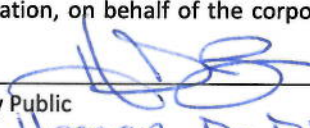
For a corporation:

STATE OF FL

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10 by July of 2023, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

Name typed, printed or stamped

My Commission Expires: 10-09-2025



City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

PBA-2023-1053 Moving Services, As Needed

Exhibit A

BEKINS COMMERCIAL INSTALLATIONS, INC.'s One (1) page quote document and Lake County, Florida Moving Services, As Needed Contract NO. 21-0715 Solicitation and Agreement consisting of Forty-One (41) pages attached as a separate document.



Casselberry Police Department

Date 5/19/2023

City of Casselberry
Fernando Lopes
Procurement and Contract Management Division
95 Triplet Lake Dr.
Casselberry, FL 32707

Quote for relocation of Casselberry Police Department from 4195 S. US Hwy. 17-92 Casselberry, FL 32707 to 115 Wilshire Blvd. Casselberry, FL 32730. Dates for relocation are TBD. Separate crew for Gym equipment relocation prior to office portion, 1 day for disassembly & move, 1 day for reassembly. Office relocation will be a 2-day relocation. All rates used are piggyback from the Lake County Government contract 21-0715 currently in effect. Any additional days, missing crates or crate dollies are charged in addition to below.

Materials

350 Reusable Plastic Moving Crates @ \$.35/day/crate for 14 days	\$1,715.00
2 Packages of Identification labels @ \$6.00 each	\$12.00
1 Roll Bubble Wrap 24" wide @ \$30.00	\$30.00
1 Box Shrink Wrap 18" @ \$60.00	\$60.00
2 Bundles Paper Pads 54"x64" @ \$25.00 each	\$50.00

Material Delivery/Pickup

1 Bobtail Truck @ \$20.00/hr. for 8 hours	\$160.00
1 Supervisor @ \$30.00/hr. for 8 hours	\$240.00
1 Mover @ \$26.00/hr. for 8 hours	\$208.00

Gym Equipment Move

3 Bobtail Trucks @ \$20.00/hr. ea. for 16 hours	\$960.00
3 Supervisors @ \$30.00/hr. ea. for 16 hours	\$1,440.00
4 Installers @ \$30.00/hr. ea. for 16 hours	\$1,920.00

Office Move

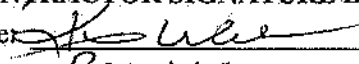
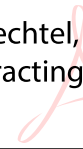
4 Bobtail Trucks @ \$20.00/hr. ea. for 20 hours	\$1,600.00
4 Supervisors @ \$30.00/hr. ea. for 20 hours	\$2,400.00
10 Movers @ \$26.00/hr. ea. for 20 hours	\$6,000.00
2 Installers @ \$30.00/hr. ea. for 20 hours	\$1,200.00

Total	\$17,995.00
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Pete Webb
BCI Worldwide
2481 Principal Row, Suite 100
Orlando, FL 32837
407-947-9126

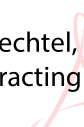


MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 6/8/2022	Contract Number: 21-0715 Title: <u>Moving Services, As Needed</u> Effective Date: 11/01/2021
Contracting Officer: Gretchen Bechtel, CPPB. E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Bekins Commercial Installations, Inc Address: 2481 Principal Row, STE 100 City: Orlando, FL 32837 ATTENTION: Joe May jmay@bekins.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to add additional services to contract. • Storage Facility Climate Controlled (Non-AC) Price per square foot per month \$ <u>1.75</u>	
CONTRACTOR SIGNATURE BLOCK Signature: <u></u> Print Name: <u>PETE WEBB</u> Title: <u>DIR. BUS. DEVL.</u> Date: <u>6/9/22</u> E-mail: <u>PWEBB@BCTWORLDWIDE.COM</u> Secondary E-mail: <u>NONE</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u></u> Print Name: Gretchen Bechtel Title: CPPB, Contracting Officer II Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.06.09 10:25:12 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer.	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 11/1/2022		Contract Number: 21-0715 Title: <u>Moving Services, As Needed</u> Effective Date: 11/01/2021	
Contracting Officer: Gretchen Bechtel, CPPB. E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765		Contractor Name and Address: Name: Bekins Commercial Installations, Inc Address: 2481 Principal Row, STE 100 City: Orlando, FL 32837 ATTENTION: Joe May jmay@bekins.com	
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800			
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.			
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for one annual term to expire on 10/31/2023.			
CONTRACTOR SIGNATURE BLOCK Signature:  Print Name: JOE MAY Title: GENERAL MANAGER Date: 04/04/2022 E-mail: JMay@BEKINSMS.COM Secondary E-mail: BMS417@BEKINSMS.COM		LAKE COUNTY SIGNATURE BLOCK Signature:  Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Contracting Officer II Date: 2022.04.04 13:48:29 -04'00' Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II	
Distribution: Original – Bid File Copy – Contractor Contracting Officer			



CONTRACT NO. 21-0715
For
Moving Service, As Needed

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Bekins Commercial Installations, Inc** (hereinafter "Contractor") to supply **Moving Services, As Needed** to the County pursuant to County Bid number 21-0715 with any included addenda (hereinafter "Bid"), with an opening date of 5/19/2021, and Contractor's Bid response dated 5/3/2021, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 11/1/2021 through 10/31/2022, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: *Gretchen Bechtel*

Contracting Officer ??

Date: 6/18/2021

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

MOVING SERVICES, AS NEEDED**1. SCOPE OF SERVICES**

The Contractor shall provide all labor, materials, transportation, coordination, project management and all incidentals necessary for the relocation of equipment and furnishings used in government offices on an as needed basis. Items to be moved shall include, but are not limited to, desk, chairs, tables, filing cabinets, equipment, information technology equipment, and other miscellaneous items.

2. CONTRACTOR'S RESPONSIBILITIES

- 2.1. Contractor shall submit a written estimate on each prospective project under this contract before a work order is issued.
- 2.2. Contractor shall provide an experienced Project Manager who shall supervise the entire project, serve as a team member with County staff, and be present at each contracted move segment.
- 2.3. Contractor shall provide and supervise qualified and properly trained personnel. Staff found in area(s) away from the anticipated move area(s) shall be escorted from the job site and may not be allowed to return on the contracted project.
- 2.4. Contractor's staff and subcontractors shall be required to wear an ID badge, identifying them as approved staff while on County property prior to the start of work.
- 2.5. Contractor shall use the proper equipment to ensure an efficient, cost-controlled and expeditious move.
- 2.6. Contractor shall supply and perform adequate packing to protect items from damage during the move.
- 2.7. Contractor shall mark each container not packed or labeled by the County with a description of contents and specific location where each container is to be placed in the new location.
- 2.8. Contractor shall protect any equipment containing drawers, doors, or panels by strapping or other methods commonly accepted by the industry.
- 2.9. Contractor shall disassemble/dismantle any item as necessary to facilitate moving and shall reassemble at the new location.
- 2.10. Contractor shall provide protective materials to adequately protect all floors and/or carpet, grounds, and shrubs, etc. Weight limits of elevators shall not be exceeded.
- 2.11. Contractor shall be responsible for placement of appropriate warning signs and approved physical barriers for each loading and unloading area.
- 2.12. Contractor shall unpack all containers or as directed by the County at the new location.
- 2.13. Contractor shall be responsible for the removal of all accumulated trash during the move at the end of each business day.

MOVING SERVICES, AS NEEDED

3. COUNTY RESPONSIBILITIES

- 3.1 County reserves the right to make changes in the services and work, including alterations, reductions, or additions.
- 3.2 County will issue a purchase order for each move. No work shall commence without a purchase order issued by the County.
- 3.3 County will contact the contractor at a minimum of two (2) weeks prior to the anticipated move time frame and a firm date and time will be confirmed.
- 3.4 County will supply ID badges within one week to contractor's staff after an approved background check has been completed and pictures have been taken.
- 3.5 County will schedule a pre-move walk through meeting with the contractor to view the job sites in order to ascertain a more accurate accounting of all items required to be relocated.
- 3.6 County will endeavor to supply the contractor with floor layouts for each destination to be used for showing the final placement of items for each destination.
- 3.7 County will issue specific instructions for labeling prior to each move. The records, equipment, and furniture will be tagged by the County.
- 3.8 County will notify the contractor and tag items in need of special handling during the pre-move walk through.
- 3.9 County will identify and notify service contractors responsible to move specified equipment.

4. DELIVERY REQUIREMENTS AND ACCEPTANCE

As specified in Attachment 4, Sample Agreement

5. PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations should be made within 30 calendar days of the anniversary date of the Contract. Unless otherwise expressly set forth in the Contract, no other price redeterminations will be allowed.

- 5.1 Basis for Price Redeterminations. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). The base index number will be based on the solicitation's opening date. Subsequent price redeterminations will use the last approved price redetermination as the base index number. The County shall have the right to audit the Contractor's records to verify/investigate the validity of any request. Contractor will be required to petition for a price redetermination decrease if pricing decreases. Failure to make such petition may be grounds for contract termination and shall entitle the County to a refund of the cumulative prior price redeterminations increase paid.
- 5.2 Wage Price Redetermination. Contractor should utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group from the Bureau

MOVING SERVICES, AS NEEDED

of Labor Statistics located on the [Statistics Site here](#). The base figure will be tied to trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases will be considered only by reason of wage increases associated with the Contractor's employees performing Contract work.

5.3 Minimum Wage Price Redetermination. Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County will grant an increase matching the minimum wage increase.

5.4 Fuel Price Redetermination. If fuel prices change by a minimum of ten percent, Contractor may petition for a fuel price redetermination. Fuel price redetermination are based upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as applicable to the Contractor's performance of the Contract.

5.5 Expiration Upon Failure to Agree to Price Redetermination. If the County and Contractor cannot agree to a price redetermination, the Contract will automatically expire without penalty or further expense to either party after a period of six months following the Contractor's initial request for such price redetermination. The County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible contractor.

[The remainder of this page intentionally left blank]

Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Contract requirements at all times throughout the term of the Contract.

Such policies of insurance, and confirming certificates of insurance, must ensure the Contractor in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Coverage must be provided on a per project basis.

2. Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
-----------------------	-------------

3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement to not hold the County responsible for any payment or compensation.

4. Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies. With regards to General Liability, additional insured for ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice

to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Contractor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

[Remainder of this page intentionally left blank.]

The undersigned hereby declares that: Bekins Commercial Installations, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **MOVING SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County VISA-based payment system: YES

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for four (4) subsequent one (1) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

2.0 METHOD OF PAYMENT

As stated in Facilities Agreement Sample.

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [Lake County General Terms and Conditions page](#) and accept the Lake County General Terms and Conditions dated 10/10/2019 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, 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, this Submittal 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. None

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number None and enter effective date None to date None

8.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: 2481 Principal Row, Suite 100, Orlando, FL 32837
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: N/A

9.0 GENERAL VENDOR INFORMATION:

Firm Name: Bekins Commercial Installations, Inc.
Street Address: 2481 Principal Row, Suite 100
City: Orlando, FL State and ZIP Code: 32837
Mailing Address (if different): Same
Telephone: 407-635-8591 Fax: None
Federal Identification Number / TIN: 47-0873360
DUNS Number: 079528523

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

ATTACHMENT 1 – SUBMITTAL FORM

21-0715

Name of Legal Representative Submitting this Proposal: *Jeff Gogerty*

Date: 5/3/2021

Print Name: Jeff Gogerty

Title: General Manager

Primary E-mail Address: jgogerty@bekinsms.com

Secondary E-mail Address: N/A

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

Bekins Commercial Installations, Inc.**SAVE AND SUBMIT AS AN EXCEL FILE**

Services are required on an as-needed basis, as required in this solicitation. This is an indefinite quantity contract with no guarantee use of services. The County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

I. HOURLY LABOR**A. Vehicle/Carrier**

Line	Description	Unit of Measure	Price Per Hour			Fixed Fee
			Regular Time (Monday - Friday)	Overtime/ Saturdays	Sundays/ Holidays	Minimum Charge (If Applicable)
1	Van	Per Hour	\$20.00	\$20.00	\$25.00	6 Hours
2	Bobtail Truck	Per Hour	\$20.00	\$20.00	\$25.00	6 Hours
3	Tractor and Trailer	Per Hour	\$20.00	\$20.00	\$25.00	6 Hours

B. Moving

Pricing shall be all inclusive price (Labor, tools, material, and equipment) necessary for moving services.

Line	Description	Unit of Measure	Price Per Hour			Fixed Fee
			Regular Time (Monday - Friday)	Overtime/ Saturdays	Sundays/ Holidays	Minimum Charge (If Applicable)
1	Project Manager/Supervisor	Per Hour	\$30.00	\$40.00	\$50.00	6 Hours
2	Five (5) Movers/Drivers or Less	Each Per Hour	\$26.00	\$36.00	\$46.00	6 Hours
3	More than five (5) Movers/Drivers	Each Per Hour	\$26.00	\$36.00	\$46.00	6 Hours
4	Five (5) Installers or less for disassembly and assembly of furniture, cubicles, desks, etc.	Each Per Hour	\$30.00	\$40.00	\$50.00	6 Hours
5	More than Five (5) Installers for disassembly and assembly of furniture, cubicles, desks,	Each Per Hour	\$30.00	\$40.00	\$50.00	6 Hours

C. Information Technology Rates (i.e. Desktop PC, Peripherals, Fax Machines,

Pricing shall include all labor, materials, and equipment necessary for the de-installation and/or installation

(Pricing shall be the same for de-installation and installation)

Line	Description	Unit of Measure	Price Each
1	Desktop PC/Workstation: All inclusive (Monitor, Computer Tower, Keyboard,	Each	Included in hourly rates
2	Multi-Functional Device	Each	Included in hourly rates
3	Copy Machine	Each	Included in hourly rates
4	Fax Machine	Each	Included in hourly rates
5	Printer	Each	Included in hourly rates
6	Labor: Hourly Charge	Per Hour	Included in hourly rates

II. EQUIPMENT AND MATERIAL**A. Product/Equipment**

(Fill in pricing as applicable as it relates to each line)

Line	Description	Size	Unit of Measure	Price Each Per Day (8am to 5pm)	Price Each Per Day (Over Night)	Price Each Per Week (8am to 5pm)	Price Each Per Week (Over Night)
1	Dolly	All Sizes	Each	Included	\$2.00	\$10.00	\$10.00
2	Book Carton	All Sizes	Each	\$2.25	N/A	N/A	N/A
6	Book Carts	All Sizes	Each	Included	\$5.00	\$25.00	\$25.00
7	Machine Carts	All Sizes	Each	Included	\$5.00	\$25.00	\$25.00
9	Computer Bags	All Sizes	Each	\$3.00	N/A	N/A	N/A
10	Monitor Covers	All Sizes	Each	\$3.00	N/A	N/A	N/A
11	Blue Tape (24 rolls per case)	2" x 180'	24 Rolls/Case	N/A	N/A	N/A	N/A
12	Plastic Tape (36 rolls per case)	2" x 165'	36 Rolls/Case	\$45.00	N/A	N/A	N/A
13	Box (For Purchase) - Pricing includes delivery cost	Approx. 1.5 Cubic	Each	\$3.00	N/A	N/A	N/A
14	Box (For Purchase) - Pricing includes delivery cost	Approx. 3.0 Cubic	Each	\$4.00	N/A	N/A	N/A
15	Box (For Purchase) - Pricing includes delivery cost	Approx. 4.0 Cubic	Each	\$5.00	N/A	N/A	N/A
19	Re-Usable Plastic Moving Crates	All Sizes	Each	\$0.35	\$0.35	\$2.45	\$2.45
20	Re-Usable Plastic Moving Crates - Secured	All Sizes	Each	\$0.35	\$0.35	\$2.45	\$2.45
21	Reusable Plastic Moving Crates - Purchase Price	All Sizes	Each	\$45.00	N/A	N/A	N/A
22	Re-Usable Plastic Moving Crates - Secured - Purchase Price	All Sizes	Each	\$45.00	N/A	N/A	N/A
23	Speed Packs	All Sizes	Each	Included	\$5.00	\$35.00	\$35.00
24	Identification Labels	All Sizes	Each	6.00/package	N/A	N/A	N/A
25	Bubble Wrap,	24" wide, 50 Ft.	Each	\$30.00	N/A	N/A	N/A
26	Bubble Wrap	48" wide, 50 Ft.	Each	\$40.00	N/A	N/A	N/A
27	Shrink Wrap, Regular	18" x 1500'	4 Rolls/Case	\$60.00	N/A	N/A	N/A
28	Shrink Wrap, Anti-Static	18" x 1500'	4 Rolls/Case	\$60.00	N/A	N/A	N/A
29	Packing Paper	27" x 30"	Per Roll	\$45.00	N/A	N/A	N/A
30	Paper Pads, 2-Ply, Full Pad	54" x 64"	25 Per Bundle	\$25.00	N/A	N/A	N/A
31	Moving Blanket, Standard Size	Standard	Each	Included	N/A	N/A	N/A

B. Box Return (Purchase): CREDIT

(Credit will either be a percentage credit (of purchase price) or a fixed fee, per box)

Line	Description	Unit of Measure	Credit % (Per Box)	Credit Fixed Fee (Per Box)
1	Credit: Contractor shall credit the County for boxes purchased by the County that have	Per Box	20%	N/A

III. DISPOSAL

Pricing shall be all inclusive price (Labor, material, and equipment, etc.) necessary for delivery, pick-up, and disposal.

Line	Description	Size	Unit of Measure	Price Each
1	Container/10 day moving period	65 Gallon	Each	N/A
2	Dumpster/10 day moving period	20 Cubic Yards	Each	N/A
3	Dumpster/10 day moving period	40 Cubic Yards	Each	N/A

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	8.00%
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Which does the firm use: Diesel fuel or Gasoline?	
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Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	90.00%
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Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	2.00%
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Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

**AGREEMENT BETWEEN LAKE COUNTY, FLORIDA
AND
FOR
ITB# or RFP#**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, and _____, a _____ corporation, its successors and assigns, herein referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) or Request for Proposal (RFP) # _____ seeking firms or individuals qualified to _____; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1. The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2. The purpose of this Agreement is for CONTRACTOR to _____, hereinafter referred to as the "Project/Service."

Article 3. Scope of Professional Services

3.1 Scope: On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to and CONTRACTOR agrees to provide all labor, materials and equipment to complete the project or service ("Project/Service") in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**, as modified or clarified by any addendums, attached hereto and incorporated herein by reference as **Addendum**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures.

- 3.2 Term:** The term of this Agreement shall be as follows:

3.3 Licenses and Permits: CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits to complete the Project/Service. CONTRACTOR shall remain appropriately licensed throughout the course of the Project/Service. Failure to maintain all required licenses shall entitle the COUNTY to terminate this Agreement. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

3.4 Conditions: CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, including but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of water, electric power, and roads, uncertainties of weather, physical conditions, character of equipment and facilities, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation.

Article 4. Payment

4.1 Payment: COUNTY shall pay and CONTRACTOR shall accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule which is attached as **Attachment 2** to this Agreement and which is made a part of this Agreement by reference. The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.2 Rates: All incidental parts and materials that have a cost of \$25.00 or less, needed to complete the work as specified within the Scope of Service, shall be considered part of overhead and shall be included in CONTRACTOR's hourly labor rate. At no time shall there be a charge less than \$25.00 showing on an invoice.

4.3 Rental: In the event that the CONTRACTOR needs to rent a piece of equipment to complete the work being assigned, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. A copy of the invoice for the rental equipment shall be included with the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to the COUNTY. There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work.

4.4 Invoice: CONTRACTOR shall submit an original invoice to the COUNTY after each service has been completed. Submittal of these invoices shall not exceed ten (10) calendar days beyond the date the service was completed. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the service. All invoices shall be accompanied by the PDF documentation required in the record keeping portion of this Scope of Services. The pricing section shall include the hours of labor, labor rate (based on the bid price), and total cost for the hours worked. CONTRACTOR shall be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour shall be calculated into fifteen (15) minutes increments. The invoice shall also include the price of the part to the CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

4.5 Reports: CONTRACTOR shall submit progress invoice no later than the fifth of each month to the FacilitiesInvoices@LakeCountyFL.gov. All invoices shall contain the bid number, date and location of delivery or service, purchase order number, confirmation of acceptance of the goods or services by the COUNTY, and a detailed description of services provided. If parts/materials of a value of more than the \$25.00 minimum allowable charge are used as part of the Project/Service and are shown on the invoice, they shall be accompanied with a copy of the invoice to CONTRACTOR from its supplier. A service ticket shall be included showing the name of the technician(s), the date the work was completed, the start and completion time of the service, the service rendered, the parts/materials (if any) installed. CONTRACTOR shall also submit with their invoice a completed "Certification of Payment to Subcontractors and Suppliers" form. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of contract and this Agreement may be terminated. Final invoices shall include an original, completed "Certification of Payment to Subcontractors and Suppliers" form, if applicable.

A. *Project/Service \$25,000 and Under:* The COUNTY shall provide a lump sum payment when all Project/Service tasks are completed by the CONTRACTOR and approved by the COUNTY. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth herein. If requested, the COUNTY may allow progress payments, but is under no obligation to do so and the specifics of the progress payments shall be at the sole discretion of the COUNTY; or

B. *Project/Service Greater than \$25,000:* The CONTRACTOR may receive periodic payments on a thirty (30) day interval for Project/Service tasks completed during that period by the CONTRACTOR and approved by the COUNTY's Project Manager. Retention of funds shall be held in accordance with Florida Prompt Payment Act. In order for the COUNTY to provide payment, the CONTRACTOR shall submit a fully documented invoice that provides the basic information set forth below.

4.6 Funding: In the event any part of this Agreement or the Project/Service, is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project/Service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 Project Manager: The COUNTY will designate a COUNTY staff member to act as COUNTY's Project Manager. It is agreed to by the parties that the COUNTY's Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY's Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 The COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Contract Documents

6.1 **Definitions:** For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Scope of Services, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement. It is the intent of the contract documents to describe a functionally complete Project/Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project/Service, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

6.2 **Contract Documents:** The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but contained in the specifications, or vice-versa, shall be provided and/or executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing and/or the specifications be necessary for the proper construction and/or operation of the Project/Service as herein specified, or should any error or disagreement between the specifications and drawings exist or appear to exist, CONTRACTOR shall not derive unjust benefit thereby, or use such disagreement counter to the best interests of the COUNTY. CONTRACTOR shall immediately notify the COUNTY's Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

6.3 **Completion of the Scope of Services:** CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the COUNTY.

6.4 **Errors and Omissions:** CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, CONTRACTOR shall be deemed to have waived any claim for increased time or compensation CONTRACTOR may have had and CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

Article 7. Contractor Personnel

7.1 Personnel: CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and shall make due and proper effort to execute the work in the manner prescribed in the contract documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall be immediately discharged from the Project/Service and shall not again be employed on the Project/Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due or may suspend the work with approval of the COUNTY until such orders are complied with. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

7.2 E-Verify: CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Agreement; and shall expressly require any contractor and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

7.3 Employment: CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if the Project/Service assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

7.4 Superintendent: CONTRACTOR shall at all times have at the Project/Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all Project/Service activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

7.5 Dress Code: CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. In the event the COUNTY determines ID badges are necessary, the COUNTY will provide CONTRACTOR with ID badges and CONTRACTOR agrees to enforce that its employees, whether employed by CONTRACTOR or a subcontractor, wear such ID badge while working on site for the Project/Service.

7.6 Employee Documentation: If required by the COUNTY for a Project and/or Service, CONTRACTOR shall provide the COUNTY's Project Manager with all requested documentation for all personnel, subcontractors, and representatives of CONTRACTOR that will be utilized for the Project and/or Service. Documentation shall be provided within five working days of request and shall be submitted electronically in PDF format. This information shall also be provided when new personnel, subcontractors, and representatives of CONTRACTOR are hired at any time during the contract period for the Project and/or Service. The information supplied will be used to run background checks and to provide identification badging, proximity cards, and keys. All documentation required below shall be supplied in (1) one PDF attachment that shall be titled with the Company's name, the person's name, and the person's birthdate. Example: ACME Plumbing - John H. Smith - 10/10/96. The documentation shall include the following: Full name, Address, Email address, Telephone number, Copy of driver's license/state of Florida identification card/valid passport/valid work visa, current color photo (head shot) taken with a plain background, Building name(s) and address(s) of the facilities where the individual will be working, and any additional information that may be requested by the Lake County Sheriff's Office.

7.7 Criminal Justice Information Services (CJIS): When advised by the COUNTY's Project Manager, CONTRACTOR's personnel, subcontractors, and representatives shall be required to complete an online training class that includes testing in order to have access to some secure areas of COUNTY facilities. Finger printing may also be required and shall be performed by the Lake County Sheriff's Office at no expense to the CONTRACTOR.

7.8 Background Check: Background checks may be performed by the Lake County Sheriff's Office for projects and/or services being done at the Lake County Courthouse at no expense to CONTRACTOR. On sites other than the Lake County Courthouse, all personnel, subcontractors, and representatives of the Contractor shall be required to submit to the Florida Department of Law Enforcement (1-850-410-8109) for a "Certified Background Check". CONTRACTOR will be responsible for all costs associated with the "Certified Background Check". A copy of the "Certified Background Check" shall be supplied to the COUNTY's Project Manager prior to any work starting. The COUNTY's Project Manager shall notify the CONTRACTOR electronically of approved and/or denied background checks. Reasons for denials will not be provided.

7.9 Identification Badging / Proximity Cards / Keys: CONTRACTOR's personnel, subcontractors, and representatives that are approved to work in restricted areas will receive an identification badge which will also act as a proximity card. All approved personnel, subcontractors, and representatives of CONTRACTOR shall be issued identification badge(s) and shall be required to wear them at all times while on COUNTY property. At no time shall personnel, subcontractors, and representatives of the CONTRACTOR be allowed to work on COUNTY property prior to being given approval by the Office of Facilities Management and the assignment of a CONTRACTOR identification badge. For facilities that do not have proximity card readers, keys will be issued to approved personnel, subcontractors, and representatives of CONTRACTOR. The Office of Facilities Management will notify CONTRACTOR that identification badges, proximity cards, and/or keys are ready for pickup, and shall have CONTRACTOR complete a release form(s) and then distribute them to CONTRACTOR for disbursement to their personnel, subcontractors, and representatives.

7.10 Lost/Stolen/Damaged Identification Badges / Proximity Cards / Keys: In the event that an identification badge, proximity card or key is lost, stolen or damaged, CONTRACTOR shall immediately notify the COUNTY's Project Manager. Personnel, subcontractors, and representatives of the CONTRACTOR shall be temporarily substituted by CONTRACTOR until a new identification badge/proximity card is provided. CONTRACTOR will be assessed a \$25.00 fee for each lost, stolen, or damaged card and/or key. All fees due shall be deducted from the CONTRACTOR's next invoice.

7.11 Reports: CONTRACTOR shall provide an initial report within 30 business days of the start date and then a quarterly report due the first week of the month in January, April, July, and October for all employees currently being utilized for Projects and/or Services for the COUNTY. All additions and/or changes shall be highlighted in yellow. The COUNTY's Project Manager will provide a standardized excel form at contract initiation that shall be used. Reports shall be provided for the duration of the Project and/or Service. The report shall be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY's Project Manager. Reports shall include the following information Individual's name, birthdate, and driver's license number, Identification badge/proximity card number, All facilities where the employee works, All facilities accessible by proximity card or key, The date the identification badge/proximity card was issued, Dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage, and The date that the individual left employment of the contractor and the identification badge/proximity card was returned.

7.12 Leave Reporting and Project Completion: CONTRACTOR shall immediately contact the COUNTY's Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and/or representatives of CONTRACTOR that are utilized for Project/Service for the COUNTY. CONTRACTOR shall contact the County's Project Manager to arrange to drop off identification badge(s), proximity card(s), and key(s) of a dismissed worker(s) within three (3) business days of dismissal or leave. At the completion of the Project and/or Service the CONTRACTOR shall, within 3 business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.

7.13 Subcontractors:

A. In the event that CONTRACTOR needs to hire a subcontractor to complete the work being assigned, prior approval from the Project Manger shall be required. The cost of the subcontractor shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) above the actual cost of the subcontractor. A copy of the subcontractor's invoice to CONTRACTOR shall accompany the invoice being submitted to the COUNTY. Within five (5) calendar days after the award of any subcontract, CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.

D. CONTRACTOR shall cause its subcontractors and suppliers to comply with the Project/Service schedule and applicable sub-schedules.

E. CONTRACTOR shall include with the final invoice a completed CONTRACTOR's FINAL PAYMENT AFFIDAVIT, which will be provided by the COUNTY to the CONTRACTOR. A copy of the Affidavit may be provided by request to the COUNTY.

7.14 Emergency Contact: CONTRACTOR shall have a responsible person available at, or reasonably near, the Project/Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to handle any problem that might arise. CONTRACTOR shall submit to the COUNTY's Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. This list shall contain the name of their supervisors responsible for work pertaining to this Agreement.

7.15 Notification of Emergency: In the event of an emergency affecting the safety or protection of persons, or the work or property at the Project/Service site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible thereafter, but no later than twenty-four (24) hours after the occurrence of the emergency, if CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request shall be issued to document the consequences of the changes or variations. If CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, CONTRACTOR shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

7.16 Safety:

A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by CONTRACTOR.

B. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If COUNTY determines that the equipment is deficient in safety devices, CONTRACTOR shall be notified immediately. CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Project/Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Material Safety Data Sheets, or any other information that would assist CONTRACTOR in the planning of a safe work site. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

F. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project/Service site at the end of each work day. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time shall the specified work interfere with the regular operating hours of Lake County. CONTRACTOR must have ample cleaning supplies and a minimum of two (2) vacuum cleaners on-site for clean-up. At no time shall CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY's Project Manager. ***PLEASE NOTE: If at any time the CONTRACTOR fails to clean up the work area to acceptable levels the COUNTY shall retain outside cleaning services and the actual costs for this service shall be deducted from the CONTRACTOR's final payment with the minimum cost of \$50.00 to offset COUNTY time for securing services to properly clean and inspect the site.***

H. CONTRACTOR shall confine all equipment, materials and operations to the Project/Service site and areas identified in the contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

I. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Material Safety Data Sheets (MSDS). Any spillage of hazardous chemicals and/or wastes by the CONTRACTOR shall be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals and/or wastes caused by CONTRACTOR shall be the sole responsibility of CONTRACTOR and the COUNTY shall share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies shall be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The MSDS shall include the following information:

- 1) The chemical name and the common name of the toxic substance
- 2) The hazards or other risks in the use of the toxic substance, including the potential for fire, explosion, corrosiveness, and reactivity.
- 3) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
- 4) The primary route of entry and symptoms of exposure.
- 5) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure;
- 6) The emergency procedure for spills, fire, disposal and first aid.
- 7) A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- 8) The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Article 8. Facilities Provisions

8.1 Underground Utilities: Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities as a result of the work being performed by CONTRACTOR shall be the responsibility of CONTRACTOR. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two (2) days of the damage to any underground utilities.

8.2 General Inspection Requirements:

A. CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable to the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at CONTRACTOR's expense. However, should the work exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

B. If the COUNTY fails to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

C. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY will give CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If CONTRACTOR fails to correct the deficiency within the seven (7) calendar days, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to CONTRACTOR at CONTRACTOR's expense or terminating this Agreement. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract documents. Should CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract documents, within the time indicated in writing, the COUNTY may direct CONTRACTOR to correct the unacceptable or defective materials or work at CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective work and additional compensation due the COUNTY. CONTRACTOR shall not be allowed an extension of the term of this Agreement because of any delay in performance of the Project/Service attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder. If CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement.

D. In the event the COUNTY's Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY's Project Manager will then make a determination if the work shall be accepted and remain in place. In this event, the COUNTY's Project Manager will document the basis of acceptance by a change order that will provide for an appropriate deduction as needed in the contract price for such work or materials necessary to conform to the determination based on the COUNTY's Project Manager's professional judgment.

E. When all or a portion of the cost of Project/Services is to be paid by federal, state or another governmental agency, the work will be subject to such inspection by federal, state, or other governmental agency representative, but such inspections will not make the government or agency a party to this Agreement.

8.3 Project/Service Materials and Storage:

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project/Service, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to CONTRACTOR at CONTRACTOR's expense and this Agreement may be terminated or (2) the COUNTY may require CONTRACTOR to replace the materials at CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by CONTRACTOR at CONTRACTOR's expense. Until incorporated into the work, materials shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose.

D. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

8.4 Time for Completion and Extensions:

A. Purchase orders shall be issued for Project/Services to CONTRACTOR. Issuance of a purchase order is not a directive to begin work unless otherwise specified. A written notice to proceed is required for the CONTRACTOR to schedule or begin work. CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Project/Service by its subcontractors and material suppliers, as well as coordinate CONTRACTOR's work with the work of other contractors so that CONTRACTOR's work or the work of others shall not be delayed or impaired. CONTRACTOR shall be solely responsible for all means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of CONTRACTOR, and not due to CONTRACTOR's fault or neglect, CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CONTRACTOR may have had to request a time extension.

C. If CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

8.5 Changes in the Scope of Services:

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, modify the Scope of Services. For changes requested by CONTRACTOR, CONTRACTOR will prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project/Service. Both the COUNTY and CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and CONTRACTOR are unable to agree on the change order for a requested change, CONTRACTOR agrees to promptly perform the change as directed in writing by the COUNTY. If CONTRACTOR disagrees with the COUNTY's adjustment determination, CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit, unless otherwise agreed to in writing by the COUNTY. In such case, CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to CONTRACTOR for labor, materials, incidental expenses, overhead, profit, costs and time associated with the work authorized by such change order.

F. Execution by CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Agreement.

H. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

8.6 Claims and Disputes:

A. Claims by CONTRACTOR shall be made in writing to the COUNTY within two (2) business days after the commencement of the event giving rise to such claim or CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by CONTRACTOR shall be resolved in the following manner:

- 1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is.
- 2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C)(2) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. CONTRACTOR expressly acknowledges and agrees that CONTRACTOR shall receive no damages for delay. This provision shall not preclude recovery or damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

8.7 Acceptance of the Work and Final Payment: The work and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

8.8 Final Inspection: When all materials have been furnished, all work has been performed, and the construction contemplated by this Agreement has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection shall be completed within five (5) business days of receipt of notification from the CONTRACTOR that the Project/Service is ready. The COUNTY shall notify CONTRACTOR if necessary of any deficiencies with the Project/Service, and CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

8.9 Maintenance of Work: CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

8.10 Final Acceptance: When the Project/Service or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall make an inspection of the Project/Service, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. An eighty-dollar (\$80.00) re-inspection fee shall be applied for the third inspection and any required re-inspection thereafter. The COUNTY shall have the right to exclude CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list. When the work provided for under this Agreement has been completely performed by CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to CONTRACTOR in accordance with this Agreement, and after CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

8.11 Waiver of Claims: CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the Project/Service, except those previously made in writing and identified by CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

8.12 Termination of Contractor's Responsibilities: This Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

8.13 Recovery Rights Subsequent to Final Payment: The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of CONTRACTOR be discovered after the final payment has been made, to claim and recover from CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

8.14 Warranties:

A. All warranties shall begin on the date of the COUNTY's acceptance and shall last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans or specifications. CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project/Service. CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

B. If sod is used as part of an individual Project/Service, it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, CONTRACTOR shall treat the affected areas. The process for treating these areas shall be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR shall be responsible to replace it at no expense to the COUNTY. It shall be the responsibility of CONTRACTOR to insure the sod is sufficiently established as described as specified in the scope of services, plans, or specifications. This shall include watering the sod on a regular basis as needed to keep it alive until established. Established shall be considered as being sufficiently rooted, as determined by the Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR shall be responsible for the replacement at no cost to the COUNTY.

C. CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

8.15 Liquidated Damages: If the deficiencies have been noted and the remedies have not been completed within the contracted time, the COUNTY may send out a notification notifying CONTRACTOR of an assessment of Liquidated Damages. The COUNTY and CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for each calendar day. The Project/Service shall be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY's actual damages at the time of contracting if CONTRACTOR fails to complete the work in a timely manner. The Liquidated Damages shall be as set forth in the following table:

Service/Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

The COUNTY shall retain from the compensation to be paid to the CONTRACTOR the above described sum. If CONTRACTOR is in default for not completing the Project/Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Project/Service specific in this Agreement is complete and the Liquidated damages Sum is satisfied.

8.16 Sanitation: If the Project/Service does not involve interior work, CONTRACTOR shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project/Service. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the COUNTY's Project Manager's approval. All such facilities shall be installed and maintained by CONTRACTOR in accordance with applicable federal, state, and local laws.

8.17 Submittals and Equal Products:

A. Submittals of products required for the Project/Service assigned to CONTRACTOR hereunder, shall be supplied to the COUNTY for pre-approval prior to the start of the work. These documents shall be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Project/Service has been identified in the specifications by a brand name and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response shall be considered as offering the same brand name referenced in the specifications. If CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. A formal submittal for the alternate/shop drawings shall be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service shall be the responsibility of the COUNTY and will be based upon information furnished by CONTRACTOR. The COUNTY will not be responsible for locating or securing any information which is not included in CONTRACTOR's response. To ensure that sufficient information is available, CONTRACTOR shall furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

8.18 Fees: The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY's labor and vehicle usage required for unnecessary inspections or missed appointments. The eighty-dollar (\$80.00) fee shown below is a re-inspection fee for uncorrected workmanship. The fee shall be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Project/Service, shall additionally be charged back to CONTRACTOR. The fees, if any, shall be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

Article 9. Special Terms and Conditions

9.1 Termination: This Agreement may be terminated by the COUNTY upon ten (10) calendar days advance written notice to the other party; but if any work, service or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work, service or task is completed and accepted.

A. **Termination for Convenience:** In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required ten (10) calendar day advance written notice, the COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. **Termination for Cause:** Termination by the COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

9.2 Assignment of Agreement: This Agreement shall not be assigned except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. Additionally, unless otherwise stipulated herein, CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

9.3 Insurance:

A. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, shall be furnished by CONTRACTOR to the COUNTY's Project Manager and Procurement Services Director within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and/or before any work begins. The parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- 1) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate \$1,000,000/2,000,000

Products-Completed Operations \$2,000,000

Personal & Adv. Injury \$1,000,000

Fire Damage \$50,000

Medical Expense \$5,000

Contractual Liability Included

- 2) Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- 3) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.
- 4) Employers Liability with the following minimum limits and coverage:
 - Each Accident \$1,000,000
 - Disease-Each Employer \$1,000,000
 - Disease-Policy Limit \$1,000,000
- 5) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. Certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is CONTRACTOR's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. (*Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements*).

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, AND THE BOARD OF COUNTY
COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

I. CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, shall relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

9.4 Indemnity: The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

9.5 Independent Contractor: CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

9.6 Return of Materials: Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to CONTRACTOR by the COUNTY pursuant to this Agreement.

9.7 Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

9.8 Conflict of Interest: CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

9.9 Retaining Other Contractors: Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY's offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

9.10 Accuracy: CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

9.11 Right to Audit: The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by CONTRACTOR in performance of any work under this Agreement. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit must be reimbursed to the COUNTY by CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of CONTRACTOR's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY's audit findings to CONTRACTOR.

9.12 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.

9.13 Business Hours of Operation: Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, and no work shall be performed on Saturdays, Sundays, or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY. Request for permission to work must be received by the COUNTY no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency in which the emergency specification as outlined in General Terms and Conditions, Section 3, Emergencies, would apply. County Holidays are as follows: New Year's Day; Martin Luther King, Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; and Christmas Day. Special schedules may be established if necessary because of problems with noise or similar difficulties affecting other County facilities, County operations, or citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of Two Hundred Fifty Dollars (\$250.00) per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

9.14 Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

9.15 Protection of Property:

A. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and CONTRACTOR shall be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR's operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, signs, or other property shall either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

B. Furthermore, if the Project/Service is to be completed within COUNTY facilities, CONTRACTOR shall be responsible for repairing or replacing any portion of any COUNTY facility, whether interior or exterior, damaged by reason of CONTRACTOR's operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, leasees, invitees, or agents of the COUNTY, including but not limited to personal items and/or furniture shall either be repaired or replaced by CONTRACTOR, at CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

C. CONTRACTOR shall be responsible for re-grading and re-sodding any areas that are disturbed by CONTRACTOR during the course of the work being completed.

9.16 Risk of Loss: CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of CONTRACTOR or a third party.

9.17 Accident Notification: If in the course of completing work as part of this Agreement there is an accident that involves the public, CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. CONTRACTOR shall follow up in writing within two (2) business days of the incident. If Law Enforcement was involved and has written a report, CONTRACTOR shall forward a copy of the report to the COUNTY.

9.18 Public Records:

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY's Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

- 1) Keep and maintain public records required by the COUNTY to perform the services identified herein.
- 2) Upon request from the COUNTY's custodian of public records, provide the COUNTY 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 for by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

- 4) Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT purchasing@lakecountyfl.gov.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 10. Miscellaneous Provisions

10.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

10.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

10.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

10.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

10.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

10.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

10.7 During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

10.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

10.9 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

10.10 With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this Agreement is specific to a COUNTY Department, it is agreed and understood that any COUNTY department may avail itself of this Agreement and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the COUNTY identifying the requirements of the additional COUNTY department(s).

10.11 The CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. The CONTRACTOR shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

10.12 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.13 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

10.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

If to COUNTY:

Lake County Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONTRACTOR through its duly authorized representative.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners of
Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This ____ day of _____, 2019.

CONTRACTOR

By: _____

Printed Name: _____

License #:

This ____ day of _____, 2019.

PBA-2023-1053 Moving Services, As Needed

Exhibit "C"

Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: BEKINS COMMERCIAL INSTALLATIONS

Mailing Address: 2481 PRINCIPAL ROW, SUITE 100, ORLANDO, FL 32837

Telephone Number: 407-635 8591 Fax Number: — E-mail Address: PWEBB@BCTWORLDWIDE.COM


Authorized Signatory

PETE WEBB
Printed Name

FEIN: 47-0873360

DIR. BUSS. DEVL.
Title

7-10-23
Date

PBA-2023-1053 Moving Services, As Needed

EXHIBIT "D"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that BCI WORLDWIDE [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of PETE WEBB [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: PETE WEBB

Date: 7-10-23

STATE OF FL

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10 by July of 2023, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public

HERNAN D. DIAZ
Name typed, printed or stamped
My Commission Expires: 10-09-2025



E-Verify Case Number: 2023191153954HB

Report prepared: 07/10/2023

Company Information

Company ID: 2110035

Company Name: Blackstones Group

Client Company ID: 2110035

Client Company Name: Blackstones Group

Employee Information

Name: Pete Webb

Date of Birth: 07/13/1963

U.S. Social Security Number: ***-**-7653

Employee's First Day of Employment:
07/10/2023

Citizenship Status: U.S. Citizen

Document Information

List B Document: Driver's license or ID card issued by a U.S. state or outlying possession

Document Subtype: Driver's License

Document Number: ****-***-**-53-0

Expiration Date: 07/13/2026

State: Florida

List C Document: Social Security Card

Case Information

Case Status: Closed

Case Submitted By: Nelixza Caldera

Current Case Result: Employment Authorized

Reason for Closure: Employment Authorized
Auto Close



CITY MANAGER M E M O R A N D U M

7.N.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Award of Bid for RFP-2023-0984 for Property and Casualty Insurance Services to Florida Municipal Insurance Trust

Introduction: Award of Bid for RFP-2023-0984 for property and casualty insurance services to Florida Municipal Insurance Trust (FMIT) is requested.

Background: The City's property and casualty insurance services have been provided by FMIT for many years. In 2018, the City completed a competitive solicitation process for property and casualty insurance services that concluded with the selection of FMIT to continue providing its services to the City (RFP-2018-0369). The resulting agreement was extended and expires 9/30/2023. Therefore the City recently completed another solicitation process (RFP-2023-0984).

Discussion: Three firms responded to the RFP. The three firms were evaluated and ranked by an evaluation committee. The incumbent, FMIT, scored highest in the evaluation process and was recommended by the committee for continued use as the City's provider for property and casualty insurance services. The current premium for the expiring coverage is \$685,577 annually. The premium quoted in the RFP is \$579,257, subject to a Worker's Compensation audit and insurance schedule changes such as adding or removing insured property. The quote provides an approximate decrease of \$106,320. Furthermore, FMIT has proposed a two-year rate guarantee. The premium will be higher than the quote due to updates in payroll, property schedule and property values. Similarly, the second year of the two-year rate guarantee will be higher due to factors other than the rate itself. The quoted premium includes a Drug-Free Workplace credit and a safety credit.

Budget Impact: Funding for the cost of property and casualty insurance premiums is included in the FY 2024 Proposed Budget General Fund account #001-0190-519-45.00 Insurance Premium/General Liability/Auto/Property, Water & Sewer Fund account #401-0190-536-45.00 Insurance Premium/General Liability/Auto/Property and within each department/divisions worker's compensation accounts.

Recommendation: The City Manager and the Administrative Services Director recommend approval of the award of Bid for RFP-2023-0984 for property and casualty insurance services to Florida Municipal Insurance Trust (FMIT).

Prepared by: Andy Brooks, Administrative Services Director

Attachments:

1. Coverage Proposal

COVERAGE PROPOSAL
FOR

CITY OF CASSELBERRY

PROPOSED EFFECTIVE DATE: OCTOBER 1, 2023

ADMINISTERED AND PREPARED BY:
DEPARTMENT OF INSURANCE SERVICES OF THE
FLORIDA LEAGUE OF CITIES, INC.
PO BOX 538135 • ORLANDO FL 32853-8135

"THE FLORIDA MUNICIPAL INSURANCE TRUST PROMISE"

**The FMIT will provide exceptional coverages and service for your insurance needs.
Your business is important to us.**

**We will make every effort to match any competitor's pricing for similar
exposures, coverages, terms and conditions contingent on the ability
of the competitor to verify that its rates are established by an
independent actuary and its reinsurance structure is currently in place.**

**The competitor's reinsurer(s) must have an AM Best rating of
an A or better, as the FMIT prides itself on not only the financial
solvency of the Trust itself but also of the reinsurance partners
with whom we do business.**

This proposal remains in effect until October 1, 2023.

***A specimen agreement is attached. This proposal contains a brief,
general description of coverages. It is not intended to describe or cover
all the terms, limits, conditions and exclusions of the agreement.***

***The FMIT agreement language will supersede any differences between
the agreement and this proposal summary.***



Proposal for 2023-2024

City of Casselberry

PROPERTY COVERAGE

Limit

Blanket Real & Personal Property

\$59,082,513

An Asset Valuation will be provided at no charge.

Insured assets adjusted due to valuation will be endorsed onto the policy. Additional premium or return premium will be included on the next installment billing.

Business Income

\$500,000

(Note: the limit stated is in addition to the limit shown on page 2 of proposal)

Electronic Data Processing:

- Equipment: Included in Contents
- Software: Included in Contents
- Equipment Breakdown: Included in Contents

Agreed Amount

Valuation Basis:

Replacement Cost

Coverage Form:

Special

Deductibles:

\$500 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 5% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Business Income waiting period is 72 hours.

Piers, wharves, docks, boardwalks and bridges are wind excluded with cause of loss – Basic Form applied. See options page for wind quote if applicable.

Antennas, towers and similar structures, including but not limited to transmitting and receiving, over \$100,000 are wind excluded.

Fine Arts

Deductible:

\$500

\$145,000

(Note: the limit stated is in addition to the limit shown on page 2 of proposal)

PROPERTY COVERAGE EXTENSIONS:

Excess Flood Coverage	\$5,000,000
Flood Zones A & V deductible is excess of NFIP (\$500,000 per building)	
Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
Terrorism	\$5,000,000
Newly Acquired or Constructed Property	\$2,000,000
Extra Expense	\$1,000,000
Newly Acquired Business Personal Property	\$500,000
Business Income	\$500,000
Valuable Papers & Records	\$500,000
Accounts Receivable	\$500,000
Property Damage Mitigation Coverage (Named Storm)	\$500,000
Unintentional Errors & Omissions	\$250,000
Electronic Data Processing Equipment (Software)	\$250,000
Personal Property Off Premises	\$250,000
Property In Transit	\$250,000
Off Premises Power Failure	\$100,000
Pollutant Clean Up & Removal	\$100,000
Preservation of Property	\$100,000
Service Interruption Coverage	\$100,000
Leasehold interest	\$100,000
Personal Property of Others	\$50,000
Fungus Clean Up & Removal	\$25,000
Debris Removal	25% of Loss
Building Ordinance Coverage, Including Demolition	25% of Loss
Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
Police Dogs & Horses	
Death in line of duty	\$15,000
Annual Maximum	\$30,000
Antiques & Objects of Art	
Per Item	\$15,000
Annual Maximum	\$250,000
Arson Reward	\$5,000
Non-Scheduled Property in the Open	\$500,000

SCHEDULED INLAND MARINE EQUIPMENT - Items over \$25,000	Limit:	\$3,234,535
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BLANKET INLAND MARINE EQUIPMENT - Items \$25,000 or Less	Limit:	\$1,000,000
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Blanket Inland Marine coverage is defined as: Coverage for all unscheduled Inland Marine equipment, Emergency Portable Equipment and Communications Equipment valued at \$25,000 or less is subject to \$500 deductible. (Note: All Watercraft must be scheduled.)

Coverage Basis: Actual Cash Value

Deductible: Applies per occurrence

INLAND MARINE COVERAGE EXTENSIONS:

- | | |
|--|-----------|
| ➤ Rental Reimbursement for Contractor's Equipment for Covered Loss | \$5,000 |
| ➤ Limited Contractor's Equipment Replacement Cost | \$250,000 |
| ➤ Installation Floater - Member's Building Materials | \$100,000 |

EQUIPMENT BREAKDOWN COVERAGE

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown	Subject to the Real and Personal Property Limit described in proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described in proposal.
Extra Expense	Subject to the Extra Expense Limit described in proposal.
Expediting Expense	\$1,000,000
Hazardous Substances	\$500,000
Spoilage	\$500,000
Data Restoration	\$500,000
"Fungus," Wet Rot, Dry Rot And Bacteria	\$25,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits
Water Damage	Included in Property Coverage.
II. Deductibles	
Direct Coverages	Subject to the Real and Personal Property deductible described in proposal.
Indirect Coverages	Subject to the Time Element deductible described in proposal.

III. Other Conditions

*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

"Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not apply to emergency generators.

GENERAL LIABILITY COVERAGE

Comprehensive General Liability

Limits

Limit Per Occurrence:	\$3,000,000
Annual Aggregate:	Unlimited
Deductible:	\$25,000

Public Officials E & O / Employment

Limits

Practices Liability

Limit Per Occurrence:	\$3,000,000
Annual Aggregate:	Unlimited
Deductible:	\$25,000

Law Enforcement Liability

Limits

Limit Per Occurrence:	\$3,000,000
Annual Aggregate:	Unlimited
Deductible:	\$25,000

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability.

ADDITIONAL BENEFITS:

Defense Costs paid in addition to policy limits

Premises Operations

Products/Completed Operations

Contractual Liability (Designated Contracts Only)

Owners & Contractors' Protective Liability

Personal Injury Liability

Host Liquor Liability

Incidental Medical Malpractice Liability

Watercraft Liability

Fire Legal Liability - Maximum \$500,000 in any one Trust Year

Broad Form Property Damage - Maximum \$500,000 in any one Trust Year

Advertising Injury Liability

Skate Facility Liability

Employment Practices Liability

Employment Law Advisor

Free Legal Advice For Employment Related Matters

Employee Benefits Program Administration Liability

Extra Contractual Legal Expense - \$100,000 Aggregate Limit

(EEOC, Florida Commission on Human Relations, Ethics)

Sewerline Backup and Initial Cleanup Expense - \$10,000 per affected property/\$200,000 Aggregate Limit

Crisis Intervention

HR Helpline - Full Legal Support and Online Services

Herbicide/Pesticide Spraying

Limit is the General Liability limit or \$1,000,000 aggregate per fund year, whichever is the lesser amount.

Bert Harris Act/Inverse Condemnation - \$300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs.

Deductible is \$5,000 or the policy deductible, whichever is greater.

Optional Cyber Liability Coverage

Cyber Coverages including Privacy, Network Security and Data Breach.

Fraudulent Instructions and Electronic Crime.

\$1,000,000 Annual Aggregate

Claims Made

Deductible: GL deductible or \$35,000, whichever is less.

Cyber Risk Management Tools Web Site.

Note: The premium is included on the Premium Summary Page

AUTOMOBILE COVERAGE

Limits

Comprehensive Automobile Liability	\$2,000,000
Deductible:	\$25,000
Personal Injury Protection	\$10,000
Deductible:	\$0

Automobile Physical Damage

Comprehensive Coverage	\$1,000 Deductible
Collision Coverage	\$1,000 Deductible

Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD."

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for Automobile Liability.

CRIME & BOND COVERAGE**Limits****Bond Coverage:**

Employee Theft - Per Employee \$50,000

Deductible: \$500

Faithful Performance - Per Employee \$50,000

Deductible: \$500

Finance Director \$50,000

Deductible: \$0

WORKERS' COMPENSATION PAYROLLS

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

CODE	DESCRIPTION	PAYROLL
5509	STREET OR ROAD MAINTENANCE	1,220,576
7520	WATERWORKS OPERATION	849,747
7580	SEWAGE DISPOSAL PLANT OPERATION	1,170,759
7720	POLICE OFFICERS	4,076,490
8380	AUTOMOBILE SERVICE OR REPAIR	173,584
8810	CLERICAL	3,385,140
9015	BUILDINGS - OPERATION BY OWNER	146,125
9102	PARK NOC	834,655
9410	MUNICIPAL, TOWNSHIP, COUNTY EMPLOYEES NOC	941,670
TOTAL PAYROLL		\$12,798,746

Deductible StopLoss: \$25,000

Experience Modification Factor: 10/1/2022 0.86

Safety Credit: Yes

Drug Free Credit: Yes

StopLoss Amount: \$182,227

The Workers' Compensation premium is subject to adjustment when the October 1, 2023 experience modification is received.

Premium calculation includes 5% Drugfree Credit and 2% Safety Credit - Requires receipt of approved applications.

Payrolls and WC premium, including any applicable incentive credits, are subject to Final Audit.

PREMIUM SUMMARY

Coverage Line	Annual Premium
Blanket Real & Personal Property	\$187,932
FMIT Disaster Preparedness and Recovery Program	INCLUDED
Inland Marine	INCLUDED
Equipment Breakdown Coverage	INCLUDED
Crime & Bond Coverage	INCLUDED
General Liability Coverage	\$33,086
Public Officials E&O / Employment Practices Liability	\$60,064
Law Enforcement Liability	\$40,678
Cyber Liability	\$3,528
Automobile Liability	\$58,082
Automobile Physical Damage	\$29,897
Workers' Compensation Coverage	\$149,902
Total FMIT Premium	\$563,169

GRAND TOTAL PREMIUM

\$563,169

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of the actual FMIT Insuring Agreement(s) and/or Policies will apply.

Please Read the following Important Notes

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

INTEREST FREE INSTALLMENT PLAN

First InstallmentSecond InstallmentThird InstallmentFourth Installment

25% minimum due

25% minimum due

25% minimum due

25% minimum due

October 1, 2023

January 1, 2024

April 1, 2024

July 1, 2024

Payment will be forwarded to the Florida League of Cities in Tallahassee

DEDUCTIBLE / LIMIT OPTIONS

	<i>Limit</i>	<i>Deductible</i>	<i>Annual Premium</i>	<i>Check Option Accepted Rejected</i>
<i>Piers, Wharves, and Docks, Boardwalks and Bridges Wind Coverage *</i>				
		5% or \$10,000, whichever is greater	\$16,088	
Option 1	\$580,330			0 0
Location: 010-010 - 200 N. Triplet Lake Drive, Casselberry, FL - 1 Boardwalk				
Location: 010-020 - 200 N. Triplet Lake Drive, Casselberry, FL - 3 Marinas				

* 5% of total insured value per location or a minimum of \$10,000 whichever is greater each and every loss, each location.



CITY MANAGER M E M O R A N D U M

7.O.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Award of Bid for RFP-2023-1027 and Agreement with Alternative Power Solutions, Inc. for Generator Maintenance and Repair Services

Introduction: Consideration to award a Primary Services Agreement for Generator Maintenance and Repair for Services to Alternative Power Solutions, Inc. in an amount not to exceed \$50,000 annually, for the period August 13, 2023 through August 12, 2026, is requested. (Ref: RFP-2023-1027)

Background: The City of Casselberry depends on contracted services for installation, maintenance, repair, and inspection of emergency power generators in various locations throughout the City.

A Request for Proposals (RFP) 2023-1027 was properly advertised and publicly opened on June 5, 2023, with a total of six (6) responses received. Three of the firms were determined to be non-responsive as their proposals were missing required documentation.

Responsive:

- Accurate Power and Technology, Inc.
- Alternative Power Solutions, Inc.
- Paramount Power, Inc.

Non-Responsive:

- ACF Standby Systems
- Cummins, Inc.
- TAW Power Systems, Inc.

On June 15, 2023, the Evaluation Committee met and discussed the proposals based on the following criteria: (1) Firm's Qualifications & Experience, (2) Similar Projects, (3) Project Approach, and (4) Price Proposal / Fee Schedule. The Evaluation Committee reached a consensus to recommend that a Primary Services Agreement be awarded to Alternative Power Solutions, Inc.

Discussion: This procurement provides the City with a term agreement, which may be utilized by all City departments or divisions on a work order basis. The initial term is for a period of three (3) years beginning on August 13, 2023 through August 12, 2026, with the opportunity for two (2) additional one (1) year renewals when in the best interest of the City. The not-to-exceed amount is \$50,000 annually and \$250,000 for the term of the agreement.

It should be noted that the not-to-exceed threshold was established as a means to provide for the maximum authorization. However, it does not imply actual expenditures, since various departments are to work within their budget parameters, and availability of funds is verified prior to issuance of a purchase order.

Budget Impact: There is no impact to the City Budget at this time, as various operating and/or capital accounts in Public Works & Utilities and other City Departments/Divisions may be used for future Work Orders under this contract, subject to available budgets.

Recommendation: The City Manager and the Public Works & Utilities Director recommend approval to award a Primary Services Agreement for Generator Maintenance and Repair Services to Alternative Power Solutions, Inc. on a work order basis not to exceed \$50,000 annually.

Prepared by: Lenny Barden, Public Works Divisions Director

Attachments:

1. Agreement

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and ALTERNATIVE POWER SOLUTIONS, INC., 6438 University Boulevard, Suite 15, Winter Park, Florida 32792, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Generator Maintenance and Repair, pursuant to RFP-2023-1027 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on August 13, 2023 and continue through August 12, 2026, and may be renewed for two (2) one (1) year terms when in the best interest of the CITY. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) annually, for a total amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor.
- E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

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SECTION 7 APPLICABLE LICENSING

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 STANDARD OF CARE

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 TERMINATION FOR CONVENIENCE

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 DEFAULT BY CONTRACTOR AND CITY'S REMEDIES

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 11 BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 PAYMENT WHEN SERVICES ARE TERMINATED

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

SECTION 13

INSURANCE

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$500,000.00
b) Automobile Property Damage	\$500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$1,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date;
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

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Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 **CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 **PUBLIC RECORDS**

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
 - 1. Keep and maintain all public records required by the CITY to perform the services herein; and
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 - 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees

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from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

SECTION 16 RIGHT TO INSPECTION

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 18 CORPORATE REPRESENTATIONS BY THE CONTRACTOR

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 19 INDEPENDENT CONTRACTOR

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

SECTION 26 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 29 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 **OPEN**

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

SECTION 31 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 32 **ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 **AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES**

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 **SEVERABILITY**

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 **WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 **NOTICES**

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative
Procurement Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

City Project Representative
Chuck Smith, Parks & Facilities Superintendent
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

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Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

SECTION 37 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager

Chuck Smith
Parks & Facilities Superintendent
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
(407) 262-7700, Ext. 1717
csmith@casselberry.org

Contractor's Project Representatives

Efrain Rivera
President
Alternative Power Solutions, Inc.
6438 University Boulevard, Suite 15
Winter Park, Florida 32792
(407) 261-5543, Ext. 101
efrainr@apowersolution.com

SECTION 38 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 36 hereof.

SECTION 39 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

SECTION 40 **EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

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SECTION 41 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the Contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section as a result of receiving inaccurate verification information from the E-verify program, if the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 42 **PUBLIC EMERGENCIES**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43 **HEADINGS**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44 **ADMINISTRATIVE PROVISIONS**

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 **OPEN**

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SECTION 46 **INTEGRATION/AMENDMENT**

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 48 **SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE**

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

ALTERNATIVE POWER SOLUTIONS, INC.

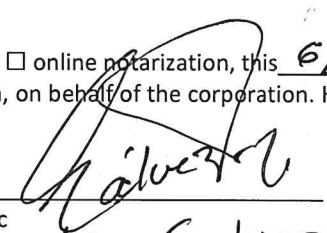
By: ✓ 
Print: Efrain Rivera
Title: President

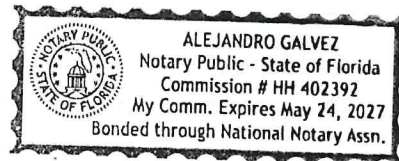
For a corporation: Florida
STATE OF _____
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6/23/2023
by Efrain Rivera of _____, a _____ corporation, on behalf of the corporation. He/she is
personally known to me or has produced (type of identification) as identification.

[Notary Seal]

My Commission Expires: 05/24/2027


Notary Public
Alejandro Galvez
Name typed, printed or stamped



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Exhibit "A"
Scope of Services

1. Intent:

The intent of this solicitation is to select one or more successful Bidders to provide Major (Annual) and Minor (Semi-Annual) Preventive Maintenance Inspection Service and Repair (PMI&S) for (both routine and emergency) and Installation of emergency power generators located throughout City. No work may be performed without authorization from the City.

2. Safety:

The successful Bidder shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

3. Security:

The following security guidelines must be followed as part of this Agreement:

- A. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
- B. All personnel affiliated with the successful Bidder that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the successful Bidder.
- C. The successful Bidder shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the successful Bidder's Company Identification Card. Only employees on the list provided shall be allowed access.
- D. The successful Bidder's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The successful Bidder's employees upon request must present their photo identification for entrance into City facilities or job site for verification of identity.
- E. The successful Bidder's employees shall wear company uniforms/shirts with their name and/or company logo.

4. Personnel:

The successful Bidder shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the successful Bidder. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

5. Frequencies:

The successful Bidder shall provide two (2) PM's per 12-month period, one (1) Major Preventive Maintenance Inspection & Service for each unit on the Master List and one(1) Minor Preventive Maintenance Inspection & Service which will take place six (6) months after the Major PMI&S.

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- A. The successful Bidder shall perform the Major and Minor PMI&S within industry standards and in accordance to all Local, State and Federal rules, codes, statutes and regulations.
- B. The successful Bidder shall also provide suggested corrective actions as needed and any Repair to ensure the overall safety and or operational use of the generators.
- C. The successful Bidder shall inspect, test and service the following generic list of items along with any non-listed items that may be associated with, and specific to, the individual generator and location, per industry standards and provide a detailed service report including any deficiencies and suggested corrective actions for each unit per location to include an estimated cost for repair.

6. Major Annual Preventative Maintenance Service:

All task items performed will meet or exceed requirements in the National Fire Protection Agency (NFPA) levels one (1) and two (2) in Section 110 as amended.

A. Task One (1) – Fuel System:

- 1. Main tank level — Check level and record.
- 2. Solenoid valve operation — Verify electrical operation as well as the transfer of fuel.
- 3. Condition of piping, vents- Inspect condition of all fuel piping and vents.
- 4. Condition of hoses — Inspect all fuel connections for tightness, condition and all hoses for pliability and over all condition.
- 5. Fuel Filter(s) — Replace all engine mounted fuel filters with new original manufacturer equipment (OEM). The City must approve any alternate aftermarket parts.
- 6. Fuel Sample —Test condition of fuel, specifically for cetane content, water, and algae.

B. Task Two (2) – Lubrication System:

- 1. Oil sample - obtain sample prior to replacing oil. Sample to include at a minimum, the following requirements to determine the engine condition: viscosity, total solids, total base number, oxidation, fuel dilution (water, antifreeze and other contaminants).
- 2. Oil - Replace crankcase engine oil using new oil as recommended by the manufacturer.
- 3. Filter(s) - Replace all engine mounted oil filters with new original manufacturer equipment (OEM The City must approve any alternate aftermarket parts.
- 4. Level - Verify oil level is at appropriate level as indicated by dipstick located on engine.
- 5. Crankcase breather - Remove, inspect, and clean and replace if necessary.

C. Task Three (3) – Cooling System:

- 1. Antifreeze protection level - Test protection level of coolant and document.
- 2. Inhibitor level - Test level of inhibitor in coolant system and document.
- 3. PH level - Test Ph. level of coolant system and record.
- 4. Radiator exterior condition - Inspect deterioration of cores and contamination build up.
- 5. Fan and alternator belt(s) - Inspect condition and adjust as needed.
- 6. Water Pump - Visually inspect for leaks and condition.
- 7. Hoses, clamps and connections - Inspect condition and pliability; tighten all hose clamps, and replace when necessary.
- 8. Jacket Water Heater - Verify operation of heater and thermostat where applicable.
- 9. Coolant Filters - Replace all engine-mounted filters with new OEM or approved equivalent only.
- 10. Visually inspect level inside radiator, heat exchanger, and/or recovery bottle.

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D. Task Four (4) – Exhaust System:

1. Silencer, piping, and flex: inspect for cracks and excessive corrosion.
2. Drain cap - Verify free movement.
3. Insulation and Fire Hazards - Inspect and document.
4. Hangers and supports - Inspect and check hardware for tightness.
5. Excessive Back Pressure - Check engine backpressure, under load/ compare to OEM specs.

E. Task Five (5) – Intake System:

1. Air filter - Inspect and replace as necessary.
2. Hoses, clamps, and connections - Inspect condition and pliability; tighten all hose clamps.

F. Task Six (6) – Battery and Charing System:

1. Electrolyte level - Check electrolyte level in accordance with battery manufacturer specifications; add proper fluids as needed.
2. Specific Gravity - Test and document the lowest and highest reading.
3. Terminal and connections - Remove terminals and treat for corrosion, torque accordingly.
4. Cables - Visually inspect condition.
5. Load Test - Perform load test utilizing battery manufacturer approved procedures and record battery age and size.
6. Battery charger float - Verify operation and document.
7. Battery charger equalize - Verify operation and document.

G. Task Seven (7) – Prime Mover:

1. Wiring harness and connections - Inspect all engine wiring.
2. Mounting hardware - Check and tighten.
3. Vibration Damper - Inspect hardware and components.
4. Ignition - Inspect cap, condenser, points, rotor, and spark plugs; clean and recalibrate as needed.
5. Governor and Carburetor Linkages - Inspect for freedom of movement and grease as necessary.
6. Document hours listed on engine run time.

H. Task Eight (8) – Systems Operation:

1. Place control switch to manual, record time to start:
2. Unusual noise or vibration - Record if applicable.
3. Leaks (fuel, coolant, oil, exhaust) - Inspect and correct if any are loose due to connections or corrosion.
4. Exhaust opacity and wet stacking - Inspect and record.
5. Oil pressure gauge - Record initial and warm, warm equals after five (5) minutes continuous run.
6. Coolant temperature gauge - Record initial and warm, warm equals after five (5) minutes continuous run.
7. Battery charging Amp/ Direct Current (DC) meter - Record.
8. Safety shutdowns - Test and verify the operation of all shutdowns.
9. Pre-safety shutdowns - Test and verify the operation of all pre-safety shutdowns.
10. Remote Annunciator / Control Panel lights and operations.
11. Alternating Current (AC) Voltage - Record no load and loaded.
12. Amperage - Record A-phase, B-phase, C-phase.

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13. Hertz - Record no load and loaded - Potentiometer working properly.

I. Task Nine (9) – Generator (Power Plant):

1. Brushes, commutator, slip rings - Check wear, condition and polish as necessary.
2. Diodes/surge-suppressor/isolators - Inspect proper mounting, tightness, and remove grease build up with dielectric spray.
3. Rotor, stator, exciter field, and armature - Inspect windings, connections and hardware.
4. Bearings - Inspect for overheating and grease as necessary.
5. Hardware (mounts, flex plates, covers) - Verify proper torque based on hardware S.A.E. grade.
6. Leads (output, stator, fields, sensing) Current Transformer's (CT)'s - Inspect insulation and connections.
7. Voltage regulator, breaker, fuses - Inspect all mounting hardware and ohm across each pole/fuse, record.
8. Controller wiring and component connections - Check all wiring inside control panel and components.
9. Control panel-enclosure, mounts - Inspect condition of control panel and mounts.
10. Check insulation on wires in the main stator, main field, exciter armature, and exciter field with Megger test equipment.

J. Task Ten (10) – Generator Enclosures:

1. Document exterior condition of finish, corrosion, hinges, hardware, and keyways; correct as needed.
2. Cleaning of the exterior roof and all sides of the generators to remove mold, dirt, wasp nest, and the like.

K. Task Eleven (11) – Automatic Transfer Switches:

The successful Bidder shall inspect and test transfer switches associated with generators that are permanently connected to structures to supply emergency power. Emergency generators must exercise regularly, and will utilize the building(s) transfer switches to provide the needed exercise for a fifteen (15) minute duration, and then automatically stop. Additional requirements are as follows:

1. Normal voltage monitor - Check for proper pick up and drop out, record accordingly.
2. Emergency voltage monitor - Check for proper pick up and drop out, record accordingly.
3. Time delay to start - Verify operation and record time delay.
4. Time delay to emergency - Verify operation and record time delay.
5. Time delay to normal - Verify operation and record time delay.
6. Delay neutral or in-phase monitor - Verify operation.
7. Status indicator lamps - Verify operation and replace as required.
8. Exerciser - Verify operation and record day, time and length of exercise.

L. Task Twelve (12) – Cleaning of Generators:

1. Document exterior condition of finishes, corrosion, hinges, hardware, and keyways; correct as needed.
2. Cleaning of the exterior roof, generator ends, and sides to remove mold, dirt, wasp nests, and the like.

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M. Task Thirteen (13) – Generator Security:

1. All City generators should be found locked prior to testing, and must be locked when tested and inspection is completed. Please document any units found open or unlocked upon arrival.
2. All four hundred (400) kilowatt, trailer mounted generators are keyed alike.
3. Towing specifications for the trailer units may be obtained by Site-Visit only, upon written request.

7. Minor Semi-Annual Preventive Maintenance Service for all Generators:

All TASK items performed will meet or exceed requirements in the National Fire Protection Agency (NFPA) levels one (1) and two (2) in Section 110 as amended.

A. Task One (1) – Fuel System:

1. Main tank level - Check level and record.
2. Day tank level - Check level and record.
3. Transfer pump and control operation - Test controls and float assemblies.
4. Solenoid valve operation - Verify electrical operation as well as the transfer of fuel.
5. Fuel Sample - Test condition of fuel, specifically for cetane content, water, and algae.
6. Condition of piping, vents- Inspect condition of all fuel piping and vents.
7. Condition of hoses - Inspect fuel connections for tightness, condition of hoses for pliability and over all condition.

B. Task Two (2) – Lubrication System:

1. Level - Verify oil level is at appropriate level as indicated by dipstick located on engine.
2. Crankcase breather - Remove, inspect, and clean.

C. Task Three (3) – Cooling System:

1. Level - Inspect level inside radiator, heat exchanger, or recovery bottle.
2. Antifreeze protection level - Test protection level of coolant and document.
3. Inhibitor level - Test level of inhibitor in coolant system and document.
4. PH level - Test Ph level of coolant system and record.
5. Radiator exterior condition - Inspect for deterioration of cores and contamination build up.
6. Fan and alternator belt(s) - Inspect condition and adjust as needed.
7. Water Pump - Inspect for leaks and condition.
8. Hoses, clamps, and connections - Inspect condition and pliability; tighten all hose clamps.
9. Jacket Water Heater - Verify operation of heater and thermostat.

D. Task Four (4) – Exhaust System:

1. Silencer, piping, flex - Inspect for cracks and excessive corrosion.
2. Rain Cap - Verify free movement.
3. Insulation and Fire Hazards - Inspect and document.
4. Hangers and supports - Inspect and check hardware for tightness.

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E. Task Five (5) – Intake System:

1. Air filter - Inspect and replace as necessary.
2. Hoses, clamps, and connections - Inspect condition/pliability and tighten all hose clamps.

F. Task Six (6) – Battery and Charging System:

1. Electrolyte level - Check level to be in accordance with battery manufacturer specifications. Add distilled water as needed.
2. Specific Gravity - Test and document the lowest and highest reading.
3. Terminal and connections - Remove terminals and treat for corrosion, torque accordingly,
4. Cables - inspect condition.
5. Load Test - Perform load test utilizing battery manufacturer approved. Procedures / record battery age.
6. Battery charger float - Verify operation and document.
7. Battery charger - Verify operation and document.

G. Task Seven (7) – Prime Mover:

1. Wiring harness and connections - inspect all engine wiring.
2. Mounting hardware - Check and tighten.
3. Vibration Damper - Inspect hardware and components.
4. Governor and Carburetor Linkages - Inspect for freedom of movement and grease as necessary.

H. Task Eight (8) – Systems Operations:

1. Place control switch to manual, record time to start.
2. Unusual noise or vibration - Record if applicable.
3. Leaks (fuels, coolant, oil, exhaust) - Visually inspect and correct if any are due to loose connections.
4. Exhaust opacity and wet stacking - Visually inspect and record.
5. Oil pressure gauge - Record initial and warm, warm equals after five (5) minutes of continuous run.
6. Coolant temperature gauge - Record initial and warm, warm equals after five (5) minutes of continuous run.
7. Battery charging Amp/ Direct Current meter - Record.
8. Safety shutdowns - Test and verify the operation of all shutdowns.
9. Pre-safety shutdowns - Test and verify the operation of all pre-safety shutdowns.
10. Remote Annunciator - Test and verify the operation of all items.
11. Alternating Current Voltage - Record no load and loaded. Amperage – Record A-phase, B-phase, C-phase. (m) Hertz - Record no load and loaded.

I. Task Nine(9) – Generator:

1. Hardware-mounts flex plates, covers - Verify proper torque based on hardware Society of Automotive Engineers (S.A.E.) grade.
2. Leads (output, stator, fields, sensing) Current Transformer's (CT)'s - Inspect insulation and connections pole/fuse, record accordingly.
3. Controller wiring and component connections - Check all wiring inside control panel and components.
4. Control panel-enclosure, mounts — Inspect condition of control panel and mounts,

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J. Task Ten (10) – Cleaning of Generators:

1. Document exterior condition of finish, corrosion, hinges, hardware, and keyways.
2. Cleaning of the roof and all sides of generators to remove mold, dirt, wasp nests, and the like.

K. Task Eleven (11) – Generator Safety:

1. All City generators should be found locked prior to testing, and must be locked when tested and inspection is completed. Document any units found open or unlocked upon arrival
2. All four hundred (400) kilowatt, trailer mounted generators are keyed alike.
3. Towing specifications for the trailer units may be obtained by Site-Visit only, upon written request.

8. Repair Services: (Emergency and Routine):

The successful Bidder shall respond to the City's requests for service in a reliable and timely manner, to insure the proper functioning of the equipment.

1. The successful Bidder shall repair all generators in accordance with the manufacturer's technical data including tolerances, calibrations, specifications, and industry standards.
2. The successful Bidder shall install only new original equipment manufacturers (OEM) replacement parts for each respective generator being serviced unless the City approves an alternate aftermarket part in advance.
3. The successful Bidder shall perform all work in accordance with all local, state and federal building and electrical codes.
4. Detailed repair reports/invoices must be prepared properly to insure prompt payment. The City's process is detailed in Section 6 subsection 6.05.
5. Routine Service Calls shall be responded to on-site within 24 hours, unless previously agreed to
6. Emergency Service Calls are detailed in item 9 (b) (Schedules for Repair and Service).

9. Schedules for all Services:

The successful Bidder shall maintain the following specific schedules for routine repairs, major repairs, and emergency repairs:

1. Routine Repairs: Regular, Straight-Time hours of operation are Monday through Thursday 7:00 a.m. to 5:30 p.m. All Preventive Maintenance (Major and Minor) must take place within these hours unless scheduled in advance and approved by the City.
2. Emergency Repairs: Urgent and Emergency service calls taking place outside of the City's "Regular, Straight-Time hours" are considered After-Hours service calls. The successful Bidder must be on location and ready to commence with emergency repairs within two (2) hours from written and/or phone notification by the City. The successful Bidder shall provide emergency repair service either in the field at a City facility, or at the successful Bidder's facility (for trailer units) twenty-four (24) hours a day, seven (7) days a week, including holidays, when requested by the City. Repair services should be done at the City's location unless approved by the City.
3. Preventive Maintenance: All locations requiring services to be performed and scheduled outside of the above stated Straight-Time hours will be noted in the Exhibit "2" listings.

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10. New Installation:

On an as-needed basis for the addition of new equipment and/or the replacement of existing equipment the City may request a written proposal from the Awarded Contractor to provide for the purchase and "turn-key" installation of new generators and power generating equipment. (The City reserves the right to competitively bid externally using the City's procurement process.)

11. Refueling Generators:

City may require assistance in refueling a generator when it has been running over a twenty-four (24) hour period or at other times at the request of the City. Pricing will be based on current rack rate plus a Twenty Five dollar (\$25.00) delivery fee per generator.

12. Use of Premises:

The successful Bidder shall maintain the following specific guideline for all services performed on the City's property:

1. No Smoking or profanity will be allowed in view of the general public.
2. During the progress of the work specified herein, the successful Bidder shall keep the premises free from accumulation of waste materials and other debris resulting from the work.
3. At the completion of the work, the successful Bidder shall remove all waste materials and debris from and about the premises as well as all tools, generator materials, and surplus materials, and leave the site clean and ready for occupancy by the City.
4. The successful Bidder shall restore to its original condition portions of the site not designated for repair by the City.
5. The City reserves the right to remove any successful Bidder's employee from the jobsite for any reason at any time.

13. Pricing Terms & Invoicing:

1. Generator Repair Parts Pricing: The successful Bidder will be required to submit a separate invoice from the supplier of any repair / maintenance part/s along with the invoice for service. Materials purchased by the successful Bidder shall be billed to the City based on actual prices paid by the successful Bidder plus the percentage markup. Invoices submitted without the required supporting documentation will not be paid by the City, but will be returned to the successful Bidder for correction.
2. Additions and/or Deletions of Generators: Additions and/or deletions of Generators may be made by the City at any time during the period of the contract at the prices indicated in Exhibit "2" City Generator Pricing Schedule, or at prices that may be mutually agreed to by the City and the successful Bidder.

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Exhibit "B"

Pricing Schedule

Attached as a separate document consisting of two (2) pages.

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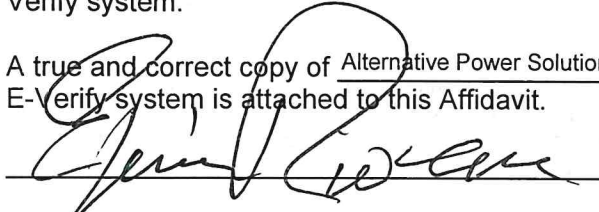
RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that Alternative Power Solutions, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Alternative Power Solutions, Inc. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.



Print Name: Efrain Rivera - President Alternative Power Solutions, Inc.

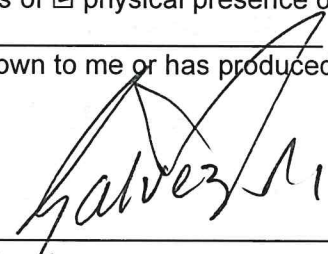
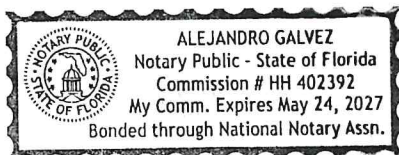
Date: _____

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6/23/2023 by Efrain Rivera of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



Notary Public

Alejandro Galvez
Name typed, printed or stamped
My Commission Expires: 05/24/2027

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Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

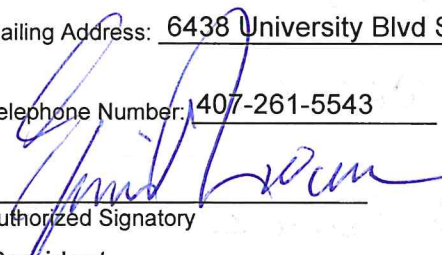
This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Alternbnative Power Solutions, Inc

Mailing Address: 6438 University Blvd Ste 15 Winter Park FL 32792

Telephone Number: 407-261-5543 Fax Number: 407-261-5546 E-mail Address: efrainr@apowersolution.com



Authorized Signatory Printed Name Efrain Rivera FEIN: 593722716

President Title June 23, 2023 Date

Title Date

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Exhibit "E"
SPECIAL PROVISIONS FOR GRANTS AND DISASTER RELIEF

For the purposes of the City, as a recipient, to obtain Federal assistance through grants, reimbursements, advances or other Federal financial assistance programs as a result of a disaster, solicitations and contract documents must include the provisions and forms in this attachment as required by ARPA, the Coronavirus State and local Fiscal Recovery Fund, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) and other Federal agencies. Contractor agrees to comply with the applicable requirements of section 603 of the ARPA Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, guidance issued by the Treasury Department, and the City's Award Terms and Conditions, and all other applicable federal statutes, regulations and execution orders, including those outlined in this Amendment, as applicable.

1. **Indemnity of Funding Entities.** The Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Emergency Management Agency (FEMA) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.
2. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity; in the event of breach or violation of the Contract, the Contractor shall be subject to debarment or suspension and from consideration for the award of additional contracts from the City.

REMEDIES FOR VIOLATION OR BREACH OF CONTRACT: Failure of the vendor to provide products within the time specified in the solicitation and/or contract shall result in the following: The Owner shall notify vendor in writing within five (5) calendar days and provide five (5) calendar days to cure. If the contracted vendor cannot provide product, the City reserves the right to purchase product from the other vendors. The defaulting vendor may be responsible for reimbursing the City for the price differences.

3. **Termination for Cause.** In the event of breach of the Contract by Contractor, the City may terminate the Contract for cause upon written notice of termination to the Contractor. Prior to terminating the Contract, the City shall first provide written notice of the breach to the Contractor and allow the Contractor seven (7) calendar days to cure the breach. In the event of a termination by the City for cause, the City shall make payment for work properly performed prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Contract, including but not limited to, any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. In addition, no compensation shall be paid to the Contractor for demobilization, disengagement, wind down or other cost incurred due to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from the Contractor's performance or failure to perform under the Contract.
4. **Termination for Convenience.** The City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the City shall pay Contractor for those costs directly attributable to work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding

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the preceding, under no circumstances shall the City be liable to the Contractor lost profits or overhead for work, materials or services not performed or delivered to the City. No costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall the City pay any costs which can be mitigated through the sale of supplies or inventories. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from Contractor's performance or failure to perform under the Contract.

5. **Equal Employment Opportunity.** This contract meets the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 and must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin and that the employer will provide harassment-free work environment for the realization of the potential of each employee. 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.

- (1) The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.
- (2) 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.
- (3) 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.
- (4) 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.

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- (5) 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.
- (6) 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 1246 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.
- (7) 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 provision, including sanction 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 Contractor 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 Contractor 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 City 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 City 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 Contractor 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 Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

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In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract, it is agreed that the City at its option may do any or all of the following:

- a. Cancel, terminate or suspend this Contract in whole or in part.
- b. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- c. Recover on behalf of the City from the Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.
The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

6. Copeland Anti-Kickback. The Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. 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.
- c. 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 CFR § 5.12.

7. Davis-Bacon Act as amended (40 U.S.C. 3141-3148). (Sub-Section "A" which follows is not applicable to this project)

- A. If the Contract is a construction contract in excess of \$2,000.00 and if required by the applicable federal grant program legislation, the Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). See 2 C.F.R. Part 200, Appendix II(D). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor

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shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

B. Projects that don't comply with the Davis-Bacon Act must track and report the following information in their Project and Expenditure reports:

- a. The number of employees of contractors and sub-contractors working on the project
- b. The number of employees hired directly and through a third-party
- c. The wages and benefits of workers on the project by classification
- d. Whether wages are set at less-than-prevailing rates

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

- (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 (write in the name of the Federal agency or the loan or grant recipient) 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 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

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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.

9. Reporting Requirements; Patent and Copyrights. The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:

- (i) Reporting;
- (ii) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
- (iii) Copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401. The federal government and the City have rights in any resulting invention in accordance with 37 CFR part 401, if applicable, and any applicable implementing regulations.

10. Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the State of Florida, City of Casselberry, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Casselberry and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (5) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

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11. **Record Retention.** Unless a different period is required by law, the Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the City has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.
12. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** The Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars (\$150,000.00).
 - (a.) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations (40 CFR part 15).
 - (b.) report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office (EPA).
13. **Energy Efficiency.** The Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
14. **Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:
 - (i) It shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
 - (ii) It shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and
 - (iii) In the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy (ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.
15. **Small, Minority, and Women's Business Enterprises.** Contractor shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b) (1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible,

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including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.

- 16. Debarment and Suspension (Executive Orders 12549 and 12689); Ineligibility.** The Contract may not be awarded to a party listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235).
- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor'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).
 - (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (3) This certification is a material representation of fact relied upon by **the City of Casselberry**. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 17. Lobbying - Byrd Anti-Lobbying Amendment – 31 U.S.C. 1352, as amended.** (\$100,000 or more)
The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobby activities. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S. C. § 1352; and 44 C.F. §. Part 18. 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.
- The Contractor and its subcontractors shall execute and submit to the City, prior to performing any work hereunder, a lobbying certification in the form and content set forth herein or as otherwise specified by the City.
- 18. Fees and Commissions.** The Contractor warrants that it has not:
- (i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for the Contractor, to solicit or secure this Contract;
 - (ii) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and
 - (iii) Paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for the Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

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The Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

19. **American with Disabilities Act of 1990 (ADA).** (Public Law 101-336, 42 U.S.C. Section 12101 et seq.). The Contractor and, as required, its subcontractors, shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Casselberry pursuant thereto.
20. **Resource Conservation and Recovery Act of 1976 and Procurement of Recovered Materials (applies only if the work involves the use of materials).** The Contractor and its subcontractors in performing work pursuant to this Contract shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding \$10,000 per year (or \$10,000 in the preceding fiscal year), the Contractor and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but the Contractor and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, Contractor certifies that if any other products are expressly specified in the Contract by City to include a specified minimum content of recovered materials, the Contractor and its subcontractors shall use at least the minimum amount so specified in the Contract. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits (\$10,000) per year, if any, procured by the Contractor or its subcontractors under this Contract, Contractor shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.
- (A) 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:
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
21. **Subcontracting; Payment to Subcontractors.** The Contractor shall self-perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, the Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. The Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily

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completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

- 22. State and Federal Law and Policies; Inclusion in Subcontracts.** The Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to, The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121), 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. The Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by the Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, the Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.

i. The following 2 CFR policy requirements apply to this assistance listing (As defined in 2 C.F.R. § 200.1):

- Subpart A, Acronyms and Definitions
- Subpart B, General provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D, Post Federal; Award Requirements;
- Subpart E, Cost Principles; and
- Subpart F, Audit Requirements.

The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

- 23.** In addition to the foregoing, the Contractor will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Exhibit E. 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.
- 24. DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seals and devices of the Federal Government, departments, bureaus, and independent agencies are not in the public domain and cannot be used for purposes other than official business without specific authorization of the agency involved. In addition, the FHWA seal and logo are for the official use of USDOT and not for the use of the private sector on its materials. To the public, such use would send a message that the USDOT favors or endorses an organization, its activities, its products its services, or its personnel (either overtly or tacitly), which it does not and cannot do. Whether the private sector partner/grantee/vendor/contractor is nonprofit or commercial is not a factor.

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25. **Compliance with Federal Law, Regulations, and Executive Orders.** The contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
26. **No Obligations by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
27. **Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
28. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** Contractor is prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
29. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
- (1) "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.
 - (2) "Manufactured products" means 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.
30. **Advancing Racial Equity.** Projects funded with State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government at this link: <https://www.federalregister.gov/>

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31. Non Federal Financial Reports and Audits:

1. Contractors expending **\$750,000 or more in Federal funds**, from all sources, in a fiscal year shall submit the following to the City of Casselberry within nine months of the end of its fiscal year:
 - a. A single or program audit conducted in accordance with the requirements of the Government Auditing Standards and 2 CFR 200 Subpart F ("Audit Requirements"), which shall include:
 - I. A schedule of all revenues and expenditures by program and revenue source, that reconciles costs for the contract period, and a schedule of revenues and expenditures of City of Casselberry LFRF funds by program, including a bridging schedule if the contract year and the Contractor's fiscal year do not coincide. NOTE: This schedule should break out the revenues and expenses by funding source and identify the exact amount of City of Casselberry LFRF funds expended for a program; other revenue should not be combined within a program description of expenses. A schedule of expenditures of federal awards satisfies this requirement if single audit is performed.
 - II. A schedule of all real property assets if any such property is purchased with City of Casselberry LFRF funds; including an itemized list of all debt against each property and the terms of that debt.
 - III. The attached form, "Contract Schedule of Findings and Questioned Costs." (**Exhibit H**)
 - b. A copy of the management letter received from the auditor if such letter is issued and the agency response to the management letter.
2. Contractors expending **less than \$750,000 in Federal funds**, from all sources, in a fiscal year shall submit the following:

For Contractors that have an annual certified audit completed:

- a. A copy of their annual certified audit, within 30 days of completion: which shall include the following schedules:
 - I. Report on the Internal Control structure.
 - II. Report on compliance with Laws, Regulations, Contracts and Grants. The City of Casselberry requires that the auditor plan the compliance audit such that 2 CFR 200 Subpart E ("Cost Principles") is considered material to the financial statements taken as a whole. The auditor will determine:
 - i. Whether direct and indirect cost allocation plans are reasonable and acceptable;
 - ii. That costs are necessary and reasonable and were allocated according to the cost allocation plan;
 - iii. That the costs charged to the contract are based on actual costs incurred and are supported by accounting records and documents.
- b. A schedule of all revenues and expenditures by program and revenue source, that reconciles costs for the contract period, and a schedule of revenues and expenditures of LFRF funds by program, including a bridging schedule if the contract year and the Contractor's fiscal year do not coincide. NOTE: This schedule should break out the revenues and expenses by funding source and identify the exact amount of the City's LFRF funds expended for a program; other revenue should not be combined within a program description of expenses.
- c. A schedule of all real property assets if any such property is purchased with LFRF funds; including an itemized list of all debt against each property and the terms of that debt.

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d. Exhibit H, the "Schedule of Findings and Questioned Costs" attached hereto.

3. A copy of the management letter received from the auditor if such letter is issued, and the agency response to that letter.

Contractors who do not have annual audits completed may be requested by the City of Casselberry to have an audit completed at the City's expense.

If no annual audit is done, Contractor will submit financial statements showing how the funds were expended and a letter signed by the president of the board of directors stating that they approved the financial statement as prepared.

32. **Treasury Guidance.** Contractor must follow all requirements applicable to the contractor found in the Treasury Guidance linked here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>.

33. **U.S. Government Disclaimer.**

- (a) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award or any contract, or subcontract under this award.
- (b) By accepting this Contract from the City, the Contractor does not in any way establish an agency relationship between the United States and Contractor.

34. **Procurement Standards, Methods and Procedures**

(This section applies only if City has permitted Contractor to procure, purchase, or make sub-awards or subcontracts under this Contract.)

A. Responsibilities

If this Contract allows for procurement, subawards, or subcontracting, the Contractor must use its own documented procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200 – Part D. The Contractor is the responsible authority, without recourse to the US Government or the City regarding the settlement of all contractual and administrative issues arising out of the procurement entered into in support of the award or other agreement.

B. Codes of Conduct

The Contractor shall have a written code of conduct governing the performance of its employees engaged in the award and administration of contracts. The code of conduct shall address the conflict of interest requirements of this contract and the acceptance of gifts.

C. Competition

The Contractor shall conduct all procurement in a manner to provide to the maximum extent practical, open and free competition. Contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals shall be excluded from competing for a project.

D. Procurement Standards

1. The Contractor shall have written procurement procedures in accordance with 2 CFR 200.318 that include, but are not limited to, the following minimum procedural requirements:
- a. Unnecessary or duplicative items shall not be purchased;
 - b. Where appropriate, an analysis of lease and purchase alternatives is done to assure the most economical and practical procurement.

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- c. Solicitations for goods and services shall include:
 - I. A clear and accurate description of the technical requirements for the material, product or service to be procured without unduly restricting competition.
 - II. All requirements and all other factors to be used in evaluating bids or proposals.
 - III. A description of technical requirements including minimum acceptable standards.
 - IV. Detailed product specifications should be avoided if at all possible. When otherwise impractical, a "brand name or equivalent" description may be used as a means to define the performance of procurement. In this instance, the specific features of the named brand which must be met by offers must be clearly stated.
 - V. Acceptance of products and services dimensioned in the metric system, when practical and economically feasible.
 - VI. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources, protect the environment and are energy efficient.
 - d. The Contactor must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the Contactor must not preclude potential bidders from qualifying during the solicitation period.
- 2. The Contractor shall make positive efforts to utilize small businesses, minority owned businesses and women owned businesses as defined in the exhibits regardless of the anticipated subcontract amount or procurement method.
 - 3. The Contractor shall not use a "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting.
 - 4. The Contractor may determine the type of procuring instruments to use (e.g., fixed price contracts, cost reimbursable contracts, or purchase orders) as appropriate for the particular procurement and for promoting the best interest of the program or project involved.
 - 5. Contracts shall be made only with responsible subcontractors that possess the potential ability to perform successfully. Consideration shall be given to such matters as subcontractors' integrity, compliance with public policy, including where applicable Section 3 of the Housing and Urban Development Act of 1968, record of past performance, and financial and technical resources.
 - 6. The Contractor shall develop project specifications in sufficient detail to obtain comparable estimates or bids. In the case of construction related contracts, it may be necessary for the Contractor to procure architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups. An architect or engineer is required if the building contains more than 50,000 cubic feet of total volume (state code) or at the City's Project Manager's discretion. A project with multiple related components must include the services of an architect or engineer, a general contractor or construction manager. A Project with multiple related components is one that includes a variety of related objectives or types of labor, such as rehab of a bathroom, which includes electrical, plumbing and flooring or one where the work is related or overlaps the same space.
- E. **Procurement Methods.** If this Contract allows for procurement, subawards, or subcontracting, the Contractor shall conduct competitive procurement by one of the methods listed below or obtain approval from the City agency overseeing this Contract.

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1. **Micro-purchases** where the total value of contract(s) to be let is less than \$10,000. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the Contractor must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Contractor considers the price to be reasonable.
2. **Small purchase procedures** where the total value of contract(s) to be let is less than \$250,000. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. **Sealed bids (formal advertising)**. The Contractor defines selection criteria prior to solicitation of bids or proposals which must include but is not limited to price. Bids are publicly solicited from an adequate number of known suppliers, providing them sufficient response time. A firm fixed price contract (lump sum or unit price) is awarded to the responsive and responsible bidder whose bid or offer, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price and most advantageous to the program or project principally on the basis of price. Other factors such as compliance with federal requirements, the M/W/DBE goal, and quality may be considered when specified in the advertisement. The sealed bid method is the preferred method for procuring construction, in accordance with 2 CFR 200.320(c).
4. **Competitive Request for Proposals (RFP) or Request for Qualifications (RFQ) Process**. The Contractor's selection criteria includes evaluation factors and their relative importance usually via a point system that includes price, compliance with federal requirements and the M/W/DBE goal, and other terms and conditions presented in the RFP. The Contractor conducts a technical evaluation of proposals to determine the offerer who appears to have the greatest potential to satisfy the terms and conditions of the RFP or RFQ. The Contractor may negotiate and award a firm-fixed or cost reimbursement contract to the lowest responsive and responsible proposal that is deemed most advantageous to the program or project. No public disclosure of the contents of the offeror's proposals is made on the final date of receipt. This type of process is generally used when conditions are not appropriate for the use of sealed bids.
5. Procurement by a **noncompetitive proposal** process is permitted only in limited circumstances and must be approved by the City agency overseeing this Contract.

F. Procurement Procedures

1. **Small Purchase/Estimate Process**: The Contractor solicits comparable estimates from an adequate number of qualified sources. At least three price or rate quotations must be obtained unless it can be documented that that only two were obtained following good faith efforts. The Contractor will select the lowest responsive and responsible bid or offer. This process can only be used for services, supplies or other property costing in the aggregate up to the small purchase threshold of \$250,000.
2. City of Casselberry approval is required for projects where the total value of contract(s) to be let is over \$250,000:
3. At least one week before publicly advertising, the Contractor must submit a complete bid document package to the City for approval. A complete bid document package must include selection criteria, the advertisement, specifications, additional federal requirements, and instructions to bidders with M/W/DBE goal (when applicable.) After obtaining City approval, the Contractor publicly advertises bidding opportunities including electronic posting at least three weeks before deadline with the third week to allow for submitting bids through one of the three processes below:
 - a. Competitive Sealed Bid/Invitation for Bids (IFB) Process: Sealed bids with "best and final offers" are solicited and publicly opened at a time and place specified in the IFB. The Contractor awards a firm-fixed contract to the lowest responsive and responsible bid or offer that is most advantageous to the program

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or project principally on the basis of price. Other factors such as compliance with federal requirements, the M/W/DBE goal, and quality may be considered when specified in the RFB.

- b. Competitive Negotiation/Request for Proposals or Qualifications (RFP or Qualifications) Process: The Contractor's selection criteria includes evaluation factors and their relative importance usually via a point system that includes price, compliance with federal requirements and the M/W/DBE goal, and other terms and conditions presented in the RFP. The Contractor conducts a technical evaluation of proposals to determine the offerer who appears to have the greatest potential to satisfy the terms and conditions of the RFP. The Contractor may negotiate and award a firm-fixed or cost reimbursement contract to the lowest responsive and responsible proposal that is deemed most advantageous to the program or project. No public disclosure of the contents of the offeror's proposals is made on the final date of receipt.
 - c. Value Engineering Process: The City agency overseeing this Contract may allow the Contractor to use a Value Engineering process where the general contractor is selected before the project design is complete. Value Engineering may be used in conjunction with either a sealed bid or competitive negotiation process as specified above. The General Contractor's subcontractors are selected through an open and competitive process using either an approved sealed bid or competitive negotiation process as specified above. A fixed maximum price is set prior to the start of construction. Value Engineering is encouraged for construction projects of sufficient size to offer reasonable opportunities for cost reductions. It will be allowed only for very complex and high priced projects where the expertise of the general contractor is needed before the project design has been completed.
4. For projects involving construction related contracts, the Contractor shall:
- a. Include an attachment that details applicable federal requirements under ARPA and LFRF with requirements appropriate to the specifications of the project, (e.g., simplified acquisition threshold currently set at \$250,000, etc.). This attachment, the major components of which are listed below, must be attached to both solicitations for bids and construction contracts.
 - b. Submit a list of proposed selected bidders with sufficient information for the City agency overseeing this Contract to determine eligibility for receiving a contract.
 - c. Obtain from the City's Department of Civil Rights (DCR):
 - i. A goal for utilizing minority-owned, women-owned, and disadvantaged businesses (M/W/DBE) in excess of the small purchase threshold, **if applicable**.
 - ii. The attachment entitled "Instructions for Bidders" with requirements appropriate to the specifications of the project for attachment to solicitations for bids. This attachment will specify the process for submitting a list of proposed selected bidders to the Department of Civil Rights with sufficient information to provide an approval of proposed sub-contractors on the basis of compliance with good faith efforts to contract with M/W/DBE and/or achieving the goal set for that project.

G. Cost and Price Analysis

The Contractor shall make and document some form of cost or price analysis with any procurement action. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

H. Procurement Records

The Contractor shall maintain procurement records and files for purchases in excess of the small purchase threshold which include at a minimum the following:

- 1. Basis for selection or rejection (including price and other pre-determined criteria),
- 2. Justification for lack of competition when competitive bids or offers are not obtained, and

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3. Basis for cost or price of the subcontract.

I. Required Contract Provisions for Subawards and Subcontracts

If subawards or subcontracts are permitted by the City under this Contract, then see the City for an exhibit with the required provisions to include in any subaward or subcontract.

35. Advancing Racial Equity.

Projects funded with State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government at this link: [Executive Order 13985](#)

36. Other nondiscrimination requirements under the City's Award Terms and Conditions

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

37. Non-Discrimination.

Consistent with Federal regulations, the Contractor may not, directly or through contractual licensing or other arrangements, take any of the following actions on the grounds of race, national origin or ancestry, citizenship status, color, religion or atheism, sex, age, handicap/disability, marital status, source of income, arrest record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), conviction record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), social security number (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partnership status, receipt of rental assistance, homelessness, unemployment status (limited to actions regarding employment but not applicable to actions regarding housing or public accommodations), credit history (limited to actions regarding employment but not applicable to actions regarding housing or public accommodations), status as a victim of domestic abuse, sexual assault or stalking:

1. Deny any individual any facilities, services, financial aid or other benefits provided under the program or activity;
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form, from that provided to others under the program or activity;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter of process related to receipt of any service or benefit under the program or activity;

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4. Restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity;
6. Deny an individual an opportunity to participate in a program or activity as an employee;
7. Aid or otherwise perpetuate discrimination against an individual by providing Federal financial assistance to an agency, organization, or person that discriminates in providing any housing, aid, benefit, or service;
8. Otherwise limit an individual in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by other individuals receiving the housing, aid, benefit, or service;
9. Use criteria or methods of administration that have the effect of subjecting persons to discrimination or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons who are members of the protected classes; or
10. Deny a person the opportunity to participate as a member of planning or advisory boards. In determining the site or location of housing, accommodations, or facilities, the Contractor may not make selections that have the effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the ground of race, national origin or ancestry, citizenship status, color, religion or atheism, sex, age, handicap/disability, marital status, source of income, arrest record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), conviction record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), social security number (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partnership status, receipt of rental assistance, homelessness, status as a victim of domestic abuse, sexual assault or stalking. The Contractor may not make selections that have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Section 109 of Title I of the Housing and Community Development Act of 1974, 24 CFR part 6 and of this Amendment.

The Contractor may classify employees or applicants for employment, volunteers or applicants for volunteer service, applicants for or consumers of services, or applicants for board or committee membership in the Contractor's organization on the basis of membership in any of the protected classes, only in those certain instances where such classification is a bona fide qualification reasonably necessary to the proper performance of the services contracted for.

38. Nondiscrimination on Basis of Disability.

Discriminatory Actions Prohibited: Contractor assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
3. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;

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6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

A. Employment Provisions:

1. No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from the Department.
2. A Contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its program.
3. A Contractor may not use any employment test or other selection criterion that screens out or tends to screen out individuals with handicaps or any class of individuals with handicaps unless the Contractor demonstrates that the test score, or other selection criteria, as used by the Contractor is job related for the position in question.

39. Accessibility

The Contractor agrees to comply with the provisions of local, State and Federal law regarding accessibility including, but not limited to the Rehabilitation Act, the Fair Housing Amendments Act, the Architectural Barriers Act, the Americans with Disabilities Act, state law and all applicable implementing regulations thereto. The primary provision of Section 504 of the Rehabilitation Act of 1973, as amended, requires the following:

1. Existing facilities

A Contractor shall operate each program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. This paragraph does not:

- a. Necessarily require a Contractor to make each of its existing facilities accessible to and usable by individuals with disabilities;
- b. In the case of historic preservation programs or activities, require the Contractor to take any action that would result in a substantial impairment of significant historic features of a historic property; or
- c. Require a Contractor to take any action that it can demonstrate would result in a fundamental alteration in the nature of its program or activity or in undue financial and administrative burdens. If an action would result in such an alteration or such burdens, the Contractor shall take any action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity.
- d. A Contractor may comply with the requirements of this section in its programs and activities receiving Federal financial assistance through such means as redesign of equipment, location of programs or services to accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment (e.g., appliances or furnishings) changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities on a selective basis, or any other methods that result in making its program or activity accessible to individuals with disabilities. A Contractor is not required to make structural changes to existing facilities where other methods are effective in achieving compliance with this section. In choosing among available methods for meeting the requirements of this section, the Contractor shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

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2. Non-Housing Facilities

- a. New construction - New non-housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with disabilities.
- b. Alterations to facilities - Alterations to existing non-housing facilities shall, to the maximum extent feasible, be made to be readily accessible to and usable by individuals with disabilities. For purposes of this paragraph, the phrase "to the maximum extent feasible" shall not be interpreted as requiring that a Contractor make a non-housing facility, or element thereof, accessible if doing so would impose undue financial and administrative burdens on the operation of the Contractor's program or activity.

40. **Minority and Women Business Enterprises (*if applicable to this Contract*).**

Contractor hereby agrees to comply with the following when applicable:

1. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable***.

Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a. through e. above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FORMS WITH YOUR RESPONSE
Failure to submit the forms may be grounds for disqualification of your submittal

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "A"

This Exhibit applies to non-public works contracts

The Contractor warrants and certifies that one of the following paragraphs is true (check one):

1. _____ Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No, 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978.
2. _____ Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Casselberry Commission.
3. _____ Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "B"

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP2023-1027 titled Gen. Maint & Rep Services and Ancillary Preparation/Recovery Services by Alternative Power Solutions, Inc whose business address [Name of entity submitting sworn

statement] is 6438 University Blvd Ste 15, Winter Park FL 32792 and its Federal Employer Identification Number (FEIN) is 59322716. My name is Efrain Rivera and my [Please print name of individual signing] relationship to the above is President.

A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

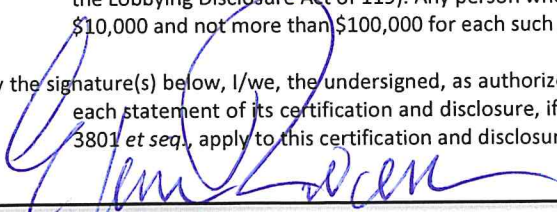
B. LOBBYING CERTIFICATION.

The undersigned hereby 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 (as amended by the Lobbying Disclosure Act of 119). 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.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


AUTHORIZED SIGNATORY

President

Title


Witness Signature

Efrain Rivera

Typed Name of AUTHORIZED SIGNATORY

June 23, 2023

Date

Valerie Miranda

Typed Name of Witness

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "C"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

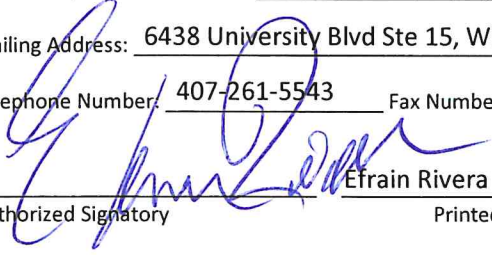
The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Casselberry. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Consultant/Contractor Name: Alternative Power Solutions, Inc

Mailing Address: 6438 University Blvd Ste 15, Winter Park FL 32792

Telephone Number: 407-261-5543 Fax Number: 407-261-5546 E-mail Address: efrainr@apowersolution.com


Authorized Signatory

Efrain Rivera

Printed Name

FEIN: 593722716

DUNS: 119459308

President

June 23, 2023

CAGE Code: _____

Title

Date

As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "D"

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

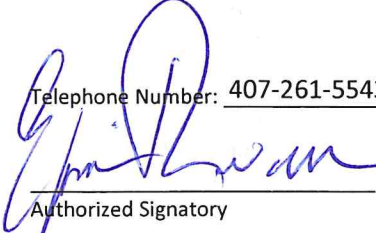
On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Consultant/Contractor Name: Alternative Power Solutions, Inc

Mailing Address: 6438 University Blvd Ste 15, Winter Park, FL 32792

Telephone Number: 407-261-5543 Fax Number: 407-261-5546 E-mail Address: efrainr@apowersolution.com

 Efrain Rivera FEIN: 593722716 DUNS: 119459308
Authorized Signatory Printed Name

President June 23, 2023 CAGE Code: _____
Title Date As issued through www.sam.gov

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "E"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Alternative Power Solutions, Inc

By: [Signature]

Date: June 23, 2023

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants: (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Exhibit "F"

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations Treasury Interim Final Rule
Section 215.422, Florida Statutes Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes Agreements funded with federal and state assistance
Section 216.347, Florida Statutes Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "G"

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
2. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), 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 this federal assistance.
3. False Statements. Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
4. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Casselberry by the U.S. Department of the Treasury."

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5. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
6. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on- the- job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.
7. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Contractor is encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "H"

Attachment A - Schedule of Findings and Questioned Costs
Required for Recipients Receiving \$750,000 or more in annual federal assistance
For Year Ended _____

Name of Contractor _____

Summary of Auditor's Results

1. Was a Single Audit required? Yes ☐ No ☐
What dollar threshold was used to distinguish between Type A and Type B programs as defined by the Single Audit? (If applicable.) \$ _____
If no, stop here, do not need to complete 2- rest of this form.
2. Type of auditor's report issued? Yes ☐ No ☐ (If yes, describe.)
3. Internal control over financial reporting:
a. Were material weakness(s) identified? Yes ☐ No ☐ (If yes, describe.)
b. Were reportable condition(s) identified not considered to be material weaknesses? Yes ☐ No ☐ (If yes, describe.)
c. Was noncompliance material to the financial statements noted? Yes ☐ No ☐ (If yes, describe.)
4. Internal control over major programs:
a. Were material weakness(s) identified? Yes ☐ No ☐ (If yes, describe.)
b. Were reportable conditions(s) identified not considered to be material weaknesses? Yes ☐ No ☐ (If no, describe.)
5. Was the indirect cost allocation plan reasonable and acceptable per 2 CFR 200 Subpart E ("Cost Principles")? Yes ☐ No ☐ (If no, describe.)
6. Were the actual costs reasonable and allocated appropriately per 2 CFR 200 Subpart E ("Cost Principles")? Yes ☐ No ☐ (If no, describe.)
7. Were the costs allocated to this Contract based on costs incurred, and are they supported by records and documents? Yes ☐ No ☐
8. Were any audit findings disclosed that are required to be reported in accordance with 2 CFR 200 Subpart F ("Audit Requirements")? (CFDA No. _____ and amount \$ _____.) Yes ☐ No ☐ (If no, describe.)
9. Does the audit include an identification of all federal revenue sources and dollar amounts by program? (Include State of WI pass-through funds.) Yes ☐ No ☐
10. Does the audit list any financial statement findings? Yes ☐ No ☐
11. Does the audit list any federal and state award findings and questioned costs? Yes ☐ No ☐ (If yes, describe.)
12. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern? Yes ☐ No ☐ (If yes, describe.)
13. Does the audit report identify any additional audit issues related to this Contract? Yes ☐ No ☐ (If no, describe why not.)
14. Does the audit include the schedule of revenues and expenditures by program and revenue source? Yes ☐ No ☐ (If no, describe why not.)
15. Does the audit include the schedule of LFRF funds expended by program? Yes ☐ No ☐ (If no, describe why not.)
16. Does the audit include the schedule of real property assets and the debt recorded against each property? Yes ☐ No ☐ (If yes, provide a copy.)
17. Was a Management Letter or other document conveying audit comments issued as a result of this audit?

Name and signature of partner: _____

Date of report: _____



CITY MANAGER M E M O R A N D U M

7.P.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Award of Bid for RFP-2023-1027 and Agreement with Accurate Power & Technology, Inc. for Generator Maintenance and Repair Services

Introduction: Consideration to award a Primary Services Agreement for Generator Maintenance and Repair for Services to Accurate Power & Technology, Inc. in an amount not to exceed \$50,000 annually, for the period August 13, 2023 through August 12, 2026, is requested. (Ref: RFP-2023-1027)

Background: The City of Casselberry depends on contracted services for installation, maintenance, repair, and inspection of emergency power generators in various locations throughout the City.

A Request for Proposals (RFP) 2023-1027 was properly advertised and publicly opened on June 5, 2023, with a total of six (6) responses received. Three of the firms were determined to be non-responsive as their proposals were missing required documentation.

Responsive:

- Accurate Power and Technology, Inc.
- Alternative Power Solutions, Inc.
- Paramount Power, Inc.

Non-Responsive:

- ACF Standby Systems
- Cummins, Inc.
- TAW Power Systems, Inc.

On June 15, 2023, the Evaluation Committee met and discussed the proposals based on the following criteria: (1) Firm's Qualifications & Experience, (2) Similar Projects, (3) Project Approach, and (4) Price Proposal / Fee Schedule. The Evaluation Committee reached a consensus to recommend that a Primary Services Agreement be awarded to Alternative Power Solutions, Inc. and Accurate Power & Technology, Inc.

Discussion: This procurement provides the City with a term agreement, which may be utilized by all City departments or divisions on a work order basis. The initial term is for a period of three (3) years beginning on August 13, 2023 through August 12, 2026, with the opportunity for two (2) additional one (1) year renewals when in the best interest of the City. The not-to-exceed amount is \$50,000 annually and \$250,000 for the term of the agreement.

It should be noted that the not-to-exceed threshold was established as a means to provide for the maximum authorization. However, it does not imply actual expenditures, since various departments are to work within their budget parameters, and availability of funds is verified prior to issuance of a purchase order.

Budget Impact: There is no impact to the City Budget at this time, as various operating and/or capital accounts in Public Works & Utilities and other City Departments/Divisions may be used for future Work Orders under this contract, subject to available budgets.

Recommendation: The City Manager and the Public Works & Utilities Director recommend approval to award a Primary Services Agreement for Generator Maintenance and Repair Services to Accurate Power & Technology, Inc. on a work order basis not to exceed \$50,000 annually.

Prepared by: Lenny Barden, Public Works Divisions Director

Attachments:

1. Agreement

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

AGREEMENT

THIS Agreement is made by and between the CITY OF CASSELBERRY, a municipal corporation existing under the laws of the State of Florida, 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY", and ACCURATE POWER & TECHNOLOGY, INC., 15519 U.S. Highway 441, Eustis, Florida 32762, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Generator Maintenance and Repair, pursuant to RFP-2023-1027 which is included by reference and incorporated herein; and

WHEREAS, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

SECTION 1 **TERM**

The term of this Agreement shall begin on August 13, 2023 and continue through August 12, 2026, and may be renewed for two (2) one (1) year terms when in the best interest of the CITY. Work to be provided under the Agreement will be authorized through the issuance of a Purchase Order.

SECTION 2 **SCOPE OF SERVICES**

The CONTRACTOR shall furnish all necessary labor, materials, and equipment to complete the services set forth in **Exhibit "A"** which is attached hereto and incorporated herein. CONTRACTOR shall also be bound by all requirements as contained in the solicitation package and all addenda thereto.

SECTION 3 **OBLIGATIONS OF THE CONTRACTOR**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, that are necessary to fully complete and deliver the services requested by the CITY. The CONTRACTOR shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.
- B. The CONTRACTOR shall ensure that all of its employees, agents, sub-contractors, representatives, volunteers, associates, fully comply with all of the terms and conditions set herein, when providing services to and for the CITY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

- D. The CONTRACTOR shall maintain an adequate and competent staff and remain authorized to do business within the State of Florida.

SECTION 4 **INVOICES**

- A. The Contractor shall submit one invoice for work completed to the City's Finance Department at Attn: Accounts Payable, City of Casselberry, 95 Triplet Lake Drive, Casselberry, Florida 32707 or ap@casselberry.org.
- B. Invoices shall include the Project Number, Purchase Order Number and a detailed description of tasks completed with man-hours, equipment, and materials expended during the project.
- C. The City's Project Manager will review each invoice for satisfactory completion of work.
- D. If an invoice is not acceptable, the City's Project Manager shall, within ten (10) calendar days after receipt and prior to acceptance and processing, provide a clear statement regarding any portions of the invoice that are unacceptable. The burden for payment justification shall be on the Contractor. The City agrees to process all acceptable portions of the invoice in accordance with the Florida Local Government Prompt Payment Act.

SECTION 5 **COMPENSATION**

- A. The CONTRACTOR agrees that the amount to be paid under this Agreement for services rendered will not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) annually, for a total amount Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for the term of this Agreement, in accordance with the price proposal set forth in **Exhibit "B"** which is attached hereto and made a binding part hereof.
- B. It is acknowledged and agreed that this amount is the maximum payable and constitutes a limitation upon the City's obligation to compensate CONTRACTOR for all services rendered.
- C. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- D. In conjunction with the agreement, a purchase order will be established by the City prior to the start of any project, service, or work by the Contractor.
- E. Services to be performed in accordance with this Agreement are subject to the fiscal year appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6 **WARRANTY**

CONTRACTOR warrants that the Services will be performed in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of ninety days (90) from the completion of the applicable Services (the "Warranty Period"). If during the Warranty Period, the Contractor receives written notice from City of breach of warranty. The CONTRACTOR will, at its sole expense, promptly re-perform any Services that fail to meet this limited warranty or refund to the CITY the fees paid for the non-conforming Services at the CITY's option.

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SECTION 7 **APPLICABLE LICENSING**

The CONTRACTOR, at its sole expense, shall obtain and maintain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 8 **STANDARD OF CARE**

The CONTRACTOR represents that all personnel employed or subcontracted, possess all necessary training, experience, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. By executing this Agreement, the CONTRACTOR agrees to perform the services requested in an efficient manner, consistent with the CITY's stated Scope of Services and industry standards.

SECTION 9 **TERMINATION FOR CONVENIENCE**

The CITY may at any time give thirty (30) days written notice to the CONTRACTOR of the termination of this Agreement, in whole or in part, for the CITY's convenience without cause.

SECTION 10 **DEFAULT BY CONTRACTOR AND CITY'S REMEDIES**

In the event of a default by CONTRACTOR, the CITY shall have the right to exercise any remedy the CITY may have by operation of law, without limitation, and without any further demand or notice.

SECTION 11 **BANKRUPTCY OR INSOLVENCY**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same is adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR's operations, the CITY may terminate this Agreement immediately notwithstanding the notice requirements as provided herein.

SECTION 12 **PAYMENT WHEN SERVICES ARE TERMINATED**

- A. In the event of termination of this Agreement by the CITY for convenience, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the CITY the determination of which is at the CITY's sole discretion. All such payments shall be subject to an off-set for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR. A final accounting of all monies owed or due will be completed upon termination and any actions necessary to ensure proper payment under this Agreement shall be processed accordingly by both parties.

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

SECTION 13 **INSURANCE**

- A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the CITY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

Automobile combined single limit or	\$1,000,000.00
a) Automobile Bodily Injury and	\$500,000.00
b) Automobile Property Damage	\$500,000.00
Umbrella / Excess Liability	
a) Liability each occurrence	\$1,000,000.00
b) Aggregate combined limit (policy year)	\$1,000,000.00
Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any one Person)	\$5,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$2,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Worker's Compensation	\$1,000,000.00

WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the CITY in the event of litigation against same.

- B. The CONTRACTOR shall name the "City of Casselberry" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the CITY with proof of same.
- C. The CONTRACTOR shall provide the CITY's Human Resources/Risk Management Division with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
1. The name of the insured CONTRACTOR;
 2. The specified job by name and job number;
 3. The name of the insurer;
 4. The number of the policy;
 5. The effective date;
 6. The termination date;
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellations of the policy.
 8. The Certificate Holders Box must read as follows:

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City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the CITY.

SECTION 14 **CITY OBLIGATIONS**

At the CONTRACTOR's request, the CITY agrees to provide, at no cost, pertinent information known and readily available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 15 **PUBLIC RECORDS**

- A. The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. If the CONTRACTOR is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, the CONTRACTOR shall:
 - 1. Keep and maintain all public records required by the CITY to perform the services herein; and
 - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the CITY; and
 - 4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services herein. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format compatible with the information technology systems of the CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to the CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with

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the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the CITY. A CONTRACTOR who fails to provide the public records to the CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

- C. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133, DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE, CASSELBERRY, FLORIDA 32707.**

SECTION 16 **RIGHT TO INSPECTION**

- A. The CITY or its affiliates shall at all times have the right to review or observe the services performed by the CONTRACTOR.
- B. No inspection, review, or observation shall relieve the CONTRACTOR of its responsibilities under this Agreement.

SECTION 17 **PROHIBITION AGAINST CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 18 **CORPORATE REPRESENTATIONS BY THE CONTRACTOR**

The CONTRACTOR hereby represents and warrants to the CITY the following:

- A. The CONTRACTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified, licensed and authorized to carry on the functions and operations set forth in this Agreement. The CONTRACTOR agrees to provide a copy of all said licenses to the CITY prior to the execution of this Agreement.
- B. The undersigned representative of the CONTRACTOR has the power, authority, and legal right to execute and deliver this Agreement on behalf of the CONTRACTOR.

SECTION 19 **INDEPENDENT CONTRACTOR**

The CONTRACTOR and each sub-consultant are, and while performing the Services will continue to be, independent contractors. The CONTRACTOR shall not be an agent of the CITY, except as may be otherwise expressly provided herein, and only to the extent so provided. The CONTRACTOR's employees and sub-consultant employees are not, and while performing any of the Services, they shall not be deemed to be, employees of the CITY.

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SECTION 20 **RELATIONSHIP OF PARTIES**

The relationship of the Parties under this Agreement is that of independent parties; each acting in its own best interests. Notwithstanding anything in this Agreement to the contrary, no partnership or joint venture relationship of principal and agent is established or intended hereby between or among the Parties.

SECTION 21 **THIRD-PARTY BENEFICIARIES**

The provisions of this Agreement are for the exclusive benefit of the parties and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person unless otherwise expressly provided.

SECTION 22 **FORCE MAJEURE**

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, hurricanes, or pandemics; (c) war, invasion, terrorist acts, or riot; (d) government order or law; (e) actions, embargoes, or blockades; (f) national or regional emergency; and (g) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 15 days of the Force Majeure Event to the other party. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following written notice given by it, the other party may thereafter terminate this Agreement upon 10 days' written notice.

SECTION 23 **TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement as to all dates and time periods, specifically, the obligations in the Scope of Services. To the extent that the last day of any time period stipulated in this Agreement falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. The term "business days" means days other than Saturdays, Sundays or legal holidays.

SECTION 24 **FURTHER ASSURANCES**

Each party hereto agrees to sign any other and further instruments and documents, consistent herewith, as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 25 **COMPLIANCE WITH ALL LAWS**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

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SECTION 26 **INDEMNITY**

The CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of the CITY's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees or subcontractors in performance or non-performance of its obligations under the Agreement. The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this article of the Agreement. The CITY will be permitted to choose legal counsel of its choice. The CONTRACTOR shall require each of its agents/subcontractors to agree in writing to the provisions of this paragraph.

SECTION 27 **INDEMNIFICATION FOR COPYRIGHT INFRINGEMENT**

The CONTRACTOR guarantees that all services performed under this Agreement will be free from claims of patent, copyright or trademark infringement. The CONTRACTOR shall defend, indemnify and hold the CITY and its successors and assigns harmless from and against all third-party claims, suits, and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by the CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by the CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

SECTION 28 **SOVEREIGN IMMUNITY**

Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the CITY's right of sovereign immunity under Section 768.28, F.S., or other limitations imposed on the CITY's potential liability under state or federal law. The CITY shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the CITY is not liable for any claim or judgment or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the CITY arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This paragraph will survive termination of this Agreement.

SECTION 29 **COURT ACTIONS/CHOICE OF LAW**

Except as expressly prohibited by law:

- A. All legal actions hereunder shall be conducted only in the circuit court in Seminole County or federal court in the Middle District of Florida in Orlando; except that any final judgment may be enforced in other jurisdictions in any manner provided by law; and
- B. The laws of the State of Florida shall govern this Agreement and the Agreement will be interpreted according to the laws of Florida.

SECTION 30 **OPEN**

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SECTION 31 **BINDING EFFECT**

This Agreement shall be binding upon and ensure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 32 **ASSIGNMENT**

Except as prohibited by applicable law, neither party shall assign any or all of its benefits or executory obligations under this Agreement without the approval of the other party, except in case of assignment solely for security, except as otherwise specifically provided for in this Agreement in case of default.

SECTION 33 **AGREEMENT USE BY OTHER GOVERNMENTAL AGENCIES**

The CONTRACTOR hereby understands and agrees that this Agreement may be used by other governmental agencies within the State of Florida, under the same terms, conditions, price, and for the same effective period. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the CITY and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the CITY or any governmental agency to competitively procure any or all items.

SECTION 34 **SEVERABILITY**

In the event the provisions of this Agreement are determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Agreement, and the remainder of this Agreement shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party, such party may choose, at its option, to terminate this Agreement in its entirety.

SECTION 35 **WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

SECTION 36 **NOTICES**

Whenever any notice, demand, or request is required pursuant to this Agreement, the notice, demand, or request will be sent by United States Mail, registered or certified; by hand delivery; or by overnight delivery, postage prepaid, to the following address of record.

Owner's Representative
Procurement Manager
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

City Project Representative
Chuck Smith, Parks & Facilities Superintendent
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Any notice, demand, or request served on any of the Parties in the previous manner will be deemed sufficiently given for all purposes under this Agreement on the day the notices, demands, or requests are posted, postage prepaid, in the United States Mail; however, the time for response to any notice, demand, or request will commence three days after the posting or on actual receipt, whichever is earlier. Any Party will have the right to designate, from time to time by written notice to the other Parties, any other persons or other places in the United States that such Party may desire written notices to be delivered to.

SECTION 37 **PROJECT REPRESENTATIVES**

The CITY and the CONTRACTOR have identified individuals as Project Representatives, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance by the CITY. If the CITY or the CONTRACTOR replace their current Project Representative with another individual, an amendment to this Agreement shall not be required. The CITY will notify the CONTRACTOR, in writing, if the current CITY Project Representative is replaced by another individual.

City's Project Manager

Chuck Smith
Parks & Facilities Superintendent
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707
(407) 262-7700, Ext. 1717
csmith@casselberry.org

Contractor's Project Representatives

Paul Schumacher
Service Manager
Accurate Power & Technology, Inc.
15519 US Highway 441, A101
Eustis, Florida 32726
(352) 801-9038
paul@accuratepowerandtechnology.com

Toni Hayden
Dispatcher
Accurate Power & Technology, Inc.
15519 US Highway 441, A101
Eustis, Florida 32726
(352) 735-8285
toni@accuratepowerandtechnology.com

SECTION 38 **CONFLICT OF INTEREST**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the CITY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 36 hereof.

SECTION 39 **PUBLIC ENTITY CRIMES**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

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SECTION 40

EQUAL OPPORTUNITY EMPLOYER

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 41

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify System. The City shall not enter into, or renew, a contract with a contractor that is not enrolled in E-Verify. Any contractor that has a contract with the City shall be contractually required to utilize E-Verify to confirm the employment eligibility of any employee hired during the contract term. The City may verify the Contractor's participation in the E-Verify Program by confirming their enrollment on the Department of Homeland Security E-Verify Website.

Contractor's whose participation cannot be verified on the Department of Homeland Security's E-Verify Website, shall provide acceptable evidence of their enrollment prior to award and the execution of a contract. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section as a result of receiving inaccurate verification information from the E-verify program, if the contractor hires or employs a person who is not eligible for employment. E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 42

PUBLIC EMERGENCIES

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, the City of Casselberry shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Casselberry are protected from any emergency situation that threatens public health and safety as determined by the CITY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the CITY or governmental entities on a "first priority" basis. The CITY expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the CITY with products and/or services not under this Agreement, the CITY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION 43

HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

SECTION 44

ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the CITY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 45 **OPEN**

SECTION 46 **INTEGRATION/AMENDMENT**

This Agreement represents the entire and integrated agreement between the CITY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instruments signed by both the CITY and the CONTRACTOR. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest fully executed instrument shall take precedence.

SECTION 47 **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

SECTION 48 **SCRUTINIZED COMPANIES AGREEMENT TERMINATION CLAUSE**

This Agreement may be terminated by the CITY, without penalty to the CITY:

- A. In the event that the CONTRACTOR is put on the scrutinized companies lists enumerated in Section 287.135 and 215.4725, Florida Statutes, or
- B. If the CITY determines that the CONTRACTOR falsely certified to the CITY that the CONTRACTOR is not listed as a scrutinized company.
- C. Exemptions and additional penalties shall be as set forth in Section 287.135, Florida Statutes.

SIGNATURE PAGE TO FOLLOW

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2023.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor/Commissioner

Attest:
CITY OF CASSELBERRY

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

ACCURATE POWER & TECHNOLOGY, INC.

By: A. Armento
Print: Amanda Armento
Title: Office Manager

For a corporation:

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this June 23rd 2023
by Amanda Armento of Accurate Power and Technology Inc., a FL corporation, on behalf of the corporation. He/she is
personally known to me or has produced (type of identification) as identification.

[Notary Seal]



My Commission Expires: 02/20/2026

Haley M. Bogert
Notary Public
Haley M. Bogert
Name typed, printed or stamped

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "A"
Scope of Services

1. Intent:

The intent of this solicitation is to select one or more successful Bidders to provide Major (Annual) and Minor (Semi-Annual) Preventive Maintenance Inspection Service and Repair (PMI&S) for (both routine and emergency) and Installation of emergency power generators located throughout City. No work may be performed without authorization from the City.

2. Safety:

The successful Bidder shall be responsible for ensuring that any work performed in connection with this Agreement conforms to the guidelines set forth by the Occupational Safety and Health Act (OSHA).

3. Security:

The following security guidelines must be followed as part of this Agreement:

- A. All posted facility security requirements shall be maintained at all times while performing work. Failure to comply and follow these security requirements may result in the worker(s) removal from the building at no additional charge to the City.
- B. All personnel affiliated with the successful Bidder that will enter City facilities covered by this contract may be required to complete a background investigation. The depth of these investigations will vary by location and shall be detailed by the City Contract Manager or his designee upon the award of this Contract. The initial cost at contract start-up shall be covered by the City, any subsequent investigations, at any time, for any reason, shall be the cost of the successful Bidder.
- C. The successful Bidder shall provide the City's Project Manager a list of employees authorized to work under this Agreement, along with a copy of each employee's valid US State issued Driver's License and the successful Bidder's Company Identification Card. Only employees on the list provided shall be allowed access.
- D. The successful Bidder's employees shall at all times carry a proper photo Identification. The Identification Cards shall be current. The successful Bidder's employees upon request must present their photo identification for entrance into City facilities or job site for verification of identity.
- E. The successful Bidder's employees shall wear company uniforms/shirts with their name and/or company logo.

4. Personnel:

The successful Bidder shall have qualified individuals, properly trained and equipped with the necessary tools and equipment, to make inspections, adjustments, and repairs. The personnel shall be competent, properly licensed, experienced, courteous, neatly dressed and skilled in the services provided by the successful Bidder. Failure to comply with security requirements and any security violations may be considered a breach of this Agreement and grounds for termination.

5. Frequencies:

The successful Bidder shall provide two (2) PM's per 12-month period, one (1) Major Preventive Maintenance Inspection & Service for each unit on the Master List and one (1) Minor Preventive Maintenance Inspection & Service which will take place six (6) months after the Major PMI&S.

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- A. The successful Bidder shall perform the Major and Minor PMI&S within industry standards and in accordance to all Local, State and Federal rules, codes, statutes and regulations.
- B. The successful Bidder shall also provide suggested corrective actions as needed and any Repair to ensure the overall safety and or operational use of the generators.
- C. The successful Bidder shall inspect, test and service the following generic list of items along with any non-listed items that may be associated with, and specific to, the individual generator and location, per industry standards and provide a detailed service report including any deficiencies and suggested corrective actions for each unit per location to include an estimated cost for repair.

6. Major Annual Preventative Maintenance Service:

All task items performed will meet or exceed requirements in the National Fire Protection Agency (NFPA) levels one (1) and two (2) in Section 110 as amended.

A. Task One (1) – Fuel System:

- 1. Main tank level — Check level and record.
- 2. Solenoid valve operation — Verify electrical operation as well as the transfer of fuel.
- 3. Condition of piping, vents- Inspect condition of all fuel piping and vents.
- 4. Condition of hoses — Inspect all fuel connections for tightness, condition and all hoses for pliability and over all condition.
- 5. Fuel Filter(s) — Replace all engine mounted fuel filters with new original manufacturer equipment (OEM). The City must approve any alternate aftermarket parts.
- 6. Fuel Sample — Test condition of fuel, specifically for cetane content, water, and algae.

B. Task Two (2) – Lubrication System:

- 1. Oil sample - obtain sample prior to replacing oil. Sample to include at a minimum, the following requirements to determine the engine condition: viscosity, total solids, total base number, oxidation, fuel dilution (water, antifreeze and other contaminants).
- 2. Oil - Replace crankcase engine oil using new oil as recommended by the manufacturer.
- 3. Filter(s) - Replace all engine mounted oil filters with new original manufacturer equipment (OEM) The City must approve any alternate aftermarket parts.
- 4. Level - Verify oil level is at appropriate level as indicated by dipstick located on engine.
- 5. Crankcase breather - Remove, inspect, and clean and replace if necessary.

C. Task Three (3) – Cooling System:

- 1. Antifreeze protection level - Test protection level of coolant and document.
- 2. Inhibitor level - Test level of inhibitor in coolant system and document.
- 3. PH level - Test Ph. level of coolant system and record.
- 4. Radiator exterior condition - Inspect deterioration of cores and contamination build up.
- 5. Fan and alternator belt(s) - Inspect condition and adjust as needed.
- 6. Water Pump - Visually inspect for leaks and condition.
- 7. Hoses, clamps and connections - Inspect condition and pliability; tighten all hose clamps, and replace when necessary.
- 8. Jacket Water Heater - Verify operation of heater and thermostat where applicable.
- 9. Coolant Filters - Replace all engine-mounted filters with new OEM or approved equivalent only.
- 10. Visually inspect level inside radiator, heat exchanger, and/or recovery bottle.

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D. Task Four (4) – Exhaust System:

1. Silencer, piping, and flex: inspect for cracks and excessive corrosion.
2. Drain cap - Verify free movement.
3. Insulation and Fire Hazards - Inspect and document.
4. Hangers and supports - Inspect and check hardware for tightness.
5. Excessive Back Pressure - Check engine backpressure, under load/ compare to OEM specs.

E. Task Five (5) – Intake System:

1. Air filter - Inspect and replace as necessary.
2. Hoses, clamps, and connections - Inspect condition and pliability; tighten all hose clamps.

F. Task Six (6) – Battery and Charing System:

1. Electrolyte level - Check electrolyte level in accordance with battery manufacturer specifications; add proper fluids as needed.
2. Specific Gravity - Test and document the lowest and highest reading.
3. Terminal and connections - Remove terminals and treat for corrosion, torque accordingly.
4. Cables - Visually inspect condition.
5. Load Test - Perform load test utilizing battery manufacturer approved procedures and record battery age and size.
6. Battery charger float - Verify operation and document.
7. Battery charger equalize - Verify operation and document.

G. Task Seven (7) – Prime Mover:

1. Wiring harness and connections - Inspect all engine wiring.
2. Mounting hardware - Check and tighten.
3. Vibration Damper - Inspect hardware and components.
4. Ignition - Inspect cap, condenser, points, rotor, and spark plugs; clean and recalibrate as needed.
5. Governor and Carburetor Linkages - Inspect for freedom of movement and grease as necessary.
6. Document hours listed on engine run time.

H. Task Eight (8) – Systems Operation:

1. Place control switch to manual, record time to start.
2. Unusual noise or vibration - Record if applicable.
3. Leaks (fuel, coolant, oil, exhaust) - Inspect and correct if any are loose due to connections or corrosion.
4. Exhaust opacity and wet stacking - Inspect and record.
5. Oil pressure gauge - Record initial and warm, warm equals after five (5) minutes continuous run.
6. Coolant temperature gauge - Record initial and warm, warm equals after five (5) minutes continuous run.
7. Battery charging Amp/ Direct Current (DC) meter - Record.
8. Safety shutdowns - Test and verify the operation of all shutdowns.
9. Pre-safety shutdowns - Test and verify the operation of all pre-safety shutdowns.
10. Remote Annunciator / Control Panel lights and operations.
11. Alternating Current (AC) Voltage - Record no load and loaded.
12. Amperage - Record A-phase, B-phase, C-phase.

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13. Hertz - Record no load and loaded - Potentiometer working properly.

I. Task Nine (9) – Generator (Power Plant):

1. Brushes, commutator, slip rings - Check wear, condition and polish as necessary.
2. Diodes/surge-suppressor/isolators - Inspect proper mounting, tightness, and remove grease build up with dielectric spray.
3. Rotor, stator, exciter field, and armature - Inspect windings, connections and hardware.
4. Bearings - Inspect for overheating and grease as necessary.
5. Hardware (mounts, flex plates, covers) - Verify proper torque based on hardware S.A.E. grade.
6. Leads (output, stator, fields, sensing) Current Transformer's (CT)'s - Inspect insulation and connections.
7. Voltage regulator, breaker, fuses - Inspect all mounting hardware and ohm across each pole/fuse, record.
8. Controller wiring and component connections - Check all wiring inside control panel and components.
9. Control panel-enclosure, mounts - Inspect condition of control panel and mounts.
10. Check insulation on wires in the main stator, main field, exciter armature, and exciter field with Megger test equipment.

J. Task Ten (10) – Generator Enclosures:

1. Document exterior condition of finish, corrosion, hinges, hardware, and keyways; correct as needed.
2. Cleaning of the exterior roof and all sides of the generators to remove mold, dirt, wasp nest, and the like.

K. Task Eleven (11) – Automatic Transfer Switches:

The successful Bidder shall inspect and test transfer switches associated with generators that are permanently connected to structures to supply emergency power. Emergency generators must exercise regularly, and will utilize the building(s) transfer switches to provide the needed exercise for a fifteen (15) minute duration, and then automatically stop. Additional requirements are as follows:

1. Normal voltage monitor - Check for proper pick up and drop out, record accordingly.
2. Emergency voltage monitor - Check for proper pick up and drop out, record accordingly.
3. Time delay to start - Verify operation and record time delay.
4. Time delay to emergency - Verify operation and record time delay.
5. Time delay to normal - Verify operation and record time delay.
6. Delay neutral or in-phase monitor - Verify operation.
7. Status indicator lamps - Verify operation and replace as required.
8. Exerciser - Verify operation and record day, time and length of exercise.

L. Task Twelve (12) – Cleaning of Generators:

1. Document exterior condition of finishes, corrosion, hinges, hardware, and keyways; correct as needed.
2. Cleaning of the exterior roof, generator ends, and sides to remove mold, dirt, wasp nests, and the like.

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

M. Task Thirteen (13) – Generator Security:

1. All City generators should be found locked prior to testing, and must be locked when tested and inspection is completed. Please document any units found open or unlocked upon arrival.
2. All four hundred (400) kilowatt, trailer mounted generators are keyed alike.
3. Towing specifications for the trailer units may be obtained by Site-Visit only, upon written request.

7. Minor Semi-Annual Preventive Maintenance Service for all Generators:

All TASK items performed will meet or exceed requirements in the National Fire Protection Agency (NFPA) levels one (1) and two (2) in Section 110 as amended.

A. Task One (1) – Fuel System:

1. Main tank level - Check level and record.
2. Day tank level - Check level and record.
3. Transfer pump and control operation - Test controls and float assemblies.
4. Solenoid valve operation - Verify electrical operation as well as the transfer of fuel.
5. Fuel Sample - Test condition of fuel, specifically for cetane content, water, and algae.
6. Condition of piping, vents- Inspect condition of all fuel piping and vents.
7. Condition of hoses - Inspect fuel connections for tightness, condition of hoses for pliability and overall condition.

B. Task Two (2) – Lubrication System:

1. Level - Verify oil level is at appropriate level as indicated by dipstick located on engine.
2. Crankcase breather - Remove, inspect, and clean.

C. Task Three (3) – Cooling System:

1. Level - Inspect level inside radiator, heat exchanger, or recovery bottle.
2. Antifreeze protection level - Test protection level of coolant and document.
3. Inhibitor level - Test level of inhibitor in coolant system and document.
4. PH level - Test Ph level of coolant system and record.
5. Radiator exterior condition - Inspect for deterioration of cores and contamination build up.
6. Fan and alternator belt(s) - Inspect condition and adjust as needed.
7. Water Pump - Inspect for leaks and condition.
8. Hoses, clamps, and connections - Inspect condition and pliability; tighten all hose clamps.
9. Jacket Water Heater - Verify operation of heater and thermostat.

D. Task Four (4) – Exhaust System:

1. Silencer, piping, flex - Inspect for cracks and excessive corrosion.
2. Rain Cap - Verify free movement.
3. Insulation and Fire Hazards - Inspect and document.
4. Hangers and supports - Inspect and check hardware for tightness.

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E. Task Five (5) – Intake System:

1. Air filter - Inspect and replace as necessary.
2. Hoses, clamps, and connections - Inspect condition/pliability and tighten all hose clamps.

F. Task Six (6) – Battery and Charging System:

1. Electrolyte level - Check level to be in accordance with battery manufacturer specifications. Add distilled water as needed.
2. Specific Gravity - Test and document the lowest and highest reading.
3. Terminal and connections - Remove terminals and treat for corrosion, torque accordingly,
4. Cables - inspect condition.
5. Load Test - Perform load test utilizing battery manufacturer approved. Procedures / record battery age.
6. Battery charger float - Verify operation and document.
7. Battery charger - Verify operation and document.

G. Task Seven (7) – Prime Mover:

1. Wiring harness and connections - inspect all engine wiring.
2. Mounting hardware - Check and tighten.
3. Vibration Damper - Inspect hardware and components.
4. Governor and Carburetor Linkages - Inspect for freedom of movement and grease as necessary.

H. Task Eight (8) – Systems Operations:

1. Place control switch to manual, record time to start.
2. Unusual noise or vibration - Record if applicable.
3. Leaks (fuels, coolant, oil, exhaust) - Visually inspect and correct if any are due to loose connections.
4. Exhaust opacity and wet stacking - Visually inspect and record.
5. Oil pressure gauge - Record initial and warm, warm equals after five (5) minutes of continuous run.
6. Coolant temperature gauge - Record initial and warm, warm equals after five (5) minutes of continuous run.
7. Battery charging Amp/ Direct Current meter - Record.
8. Safety shutdowns - Test and verify the operation of all shutdowns.
9. Pre-safety shutdowns - Test and verify the operation of all pre-safety shutdowns.
10. Remote Annunciator - Test and verify the operation of all items.
11. Alternating Current Voltage - Record no load and loaded. Amperage – Record A-phase, B-phase, C-phase. (m) Hertz - Record no load and loaded.

I. Task Nine(9) – Generator:

1. Hardware-mounts flex plates, covers - Verify proper torque based on hardware Society of Automotive Engineers (S.A.E.) grade.
2. Leads (output, stator, fields, sensing) Current Transformer's (CT)'s - Inspect insulation and connections pole/fuse, record accordingly.
3. Controller wiring and component connections - Check all wiring inside control panel and components.
4. Control panel-enclosure, mounts — Inspect condition of control panel and mounts,

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

J. Task Ten (10) – Cleaning of Generators:

1. Document exterior condition of finish, corrosion, hinges, hardware, and keyways.
2. Cleaning of the roof and all sides of generators to remove mold, dirt, wasp nests, and the like.

K. Task Eleven (11) – Generator Safety:

1. All City generators should be found locked prior to testing, and must be locked when tested and inspection is completed. Document any units found open or unlocked upon arrival
2. All four hundred (400) kilowatt, trailer mounted generators are keyed alike.
3. Towing specifications for the trailer units may be obtained by Site-Visit only, upon written request.

8. Repair Services: (Emergency and Routine):

The successful Bidder shall respond to the City's requests for service in a reliable and timely manner, to insure the proper functioning of the equipment.

1. The successful Bidder shall repair all generators in accordance with the manufacturer's technical data including tolerances, calibrations, specifications, and industry standards.
2. The successful Bidder shall install only new original equipment manufacturers (OEM) replacement parts for each respective generator being serviced unless the City approves an alternate aftermarket part in advance.
3. The successful Bidder shall perform all work in accordance with all local, state and federal building and electrical codes.
4. Detailed repair reports/invoices must be prepared properly to insure prompt payment. The City's process is detailed in Section 6 subsection 6.05.
5. Routine Service Calls shall be responded to on-site within 24 hours, unless previously agreed to
6. Emergency Service Calls are detailed in item 9 (b) (Schedules for Repair and Service).

9. Schedules for all Services:

The successful Bidder shall maintain the following specific schedules for routine repairs, major repairs, and emergency repairs:

1. Routine Repairs: Regular, Straight-Time hours of operation are Monday through Thursday 7:00 a.m. to 5:30 p.m. All Preventive Maintenance (Major and Minor) must take place within these hours unless scheduled in advance and approved by the City.
2. Emergency Repairs: Urgent and Emergency service calls taking place outside of the City's "Regular, Straight-Time hours" are considered After-Hours service calls. The successful Bidder must be on location and ready to commence with emergency repairs within two (2) hours from written and/or phone notification by the City. The successful Bidder shall provide emergency repair service either in the field at a City facility, or at the successful Bidder's facility (for trailer units) twenty-four (24) hours a day, seven (7) days a week, including holidays, when requested by the City. Repair services should be done at the City's location unless approved by the City.
3. Preventive Maintenance: All locations requiring services to be performed and scheduled outside of the above stated Straight-Time hours will be noted in the Exhibit "2" listings.

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

10. New Installation:

On an as-needed basis for the addition of new equipment and/or the replacement of existing equipment the City may request a written proposal from the Awarded Contractor to provide for the purchase and "turn-key" installation of new generators and power generating equipment. (The City reserves the right to competitively bid externally using the City's procurement process.)

11. Refueling Generators:

City may require assistance in refueling a generator when it has been running over a twenty-four (24) hour period or at other times at the request of the City. Pricing will be based on current rack rate plus a Twenty Five dollar (\$25.00) delivery fee per generator.

12. Use of Premises:

The successful Bidder shall maintain the following specific guideline for all services performed on the City's property:

1. No Smoking or profanity will be allowed in view of the general public.
2. During the progress of the work specified herein, the successful Bidder shall keep the premises free from accumulation of waste materials and other debris resulting from the work.
3. At the completion of the work, the successful Bidder shall remove all waste materials and debris from and about the premises as well as all tools, generator materials, and surplus materials, and leave the site clean and ready for occupancy by the City.
4. The successful Bidder shall restore to its original condition portions of the site not designated for repair by the City.
5. The City reserves the right to remove any successful Bidder's employee from the jobsite for any reason at any time.

13. Pricing Terms & Invoicing:

1. Generator Repair Parts Pricing: The successful Bidder will be required to submit a separate invoice from the supplier of any repair / maintenance part/s along with the invoice for service. Materials purchased by the successful Bidder shall be billed to the City based on actual prices paid by the successful Bidder plus the percentage markup. Invoices submitted without the required supporting documentation will not be paid by the City, but will be returned to the successful Bidder for correction.
2. Additions and/or Deletions of Generators: Additions and/or deletions of Generators may be made by the City at any time during the period of the contract at the prices indicated in Exhibit "2" City Generator Pricing Schedule, or at prices that may be mutually agreed to by the City and the successful Bidder.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "B"

Pricing Schedule

Attached as a separate document consisting of two (2) pages.

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that Accurate Power and Technology [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Accurate Power and Technology [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

A. Armento

Print Name: Amanda Armento

Date: 6/23/23

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this June 23rd 2023 by Amanda Armento of Accurate Power and Technology Inc FL corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]



Haley M. Bogert
Notary Public

Haley M. Bogert
Name typed, printed or stamped
My Commission Expires: 02/20/2026

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "D"
Contractor Certification Regarding Scrutinized Companies

"Company" means Contractor throughout this exhibit. Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services over one million dollars if that company is on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or that is engaged in business operations in Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

In addition, regardless of contract value, the companies may not be listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or be engaged in a boycott of Israel, if bidding, submitting proposals, entering into or renewing contracts with a local government for goods and services.

As the person authorized to sign on behalf of the company, I hereby certify that the company identified below is not listed on the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. In addition, the company is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and is not participating in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, any contract with the City for goods or services of any amount may be terminated at the option of the City if the company (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of the City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Syria.

This Certification is deemed amended by any amendments to Fla. Stat. 287.135 binding on the City.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the company, certify that the information as provided in this **Contractor Certification Regarding Scrutinized Companies**, is truthful and correct at the time of submission.

Proposer/Contractor Name: Accurate Power and Technology

Mailing Address: 15519 US Hwy 441 A101 EUSTIS, FL 32724

Telephone Number: 352 135 8285 Fax Number: _____ E-mail Address: Sonny@accuratepowerandtechnology.com

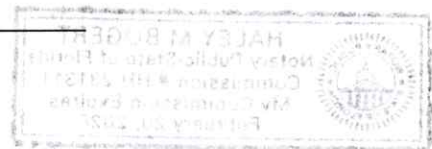
A. Armento
Authorized Signatory

Amanda Armento
Printed Name

FEIN: 20-2663060

Office Manager
Title

6/23/23
Date



RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "E"
SPECIAL PROVISIONS FOR GRANTS AND DISASTER RELIEF

For the purposes of the City, as a recipient, to obtain Federal assistance through grants, reimbursements, advances or other Federal financial assistance programs as a result of a disaster, solicitations and contract documents must include the provisions and forms in this attachment as required by ARPA, the Coronavirus State and local Fiscal Recovery Fund, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) and other Federal agencies. Contractor agrees to comply with the applicable requirements of section 603 of the ARPA Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, guidance issued by the Treasury Department, and the City's Award Terms and Conditions, and all other applicable federal statutes, regulations and execution orders, including those outlined in this Amendment, as applicable.

1. **Indemnity of Funding Entities.** The Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies, including but not limited to the Federal Emergency Management Agency (FEMA) and the City, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.
2. **Additional Remedies.** In addition to any other remedies provided for in the Contract or to which the City may be entitled at law or in equity; in the event of breach or violation of the Contract, the Contractor shall be subject to debarment or suspension and from consideration for the award of additional contracts from the City.

REMEDIES FOR VIOLATION OR BREACH OF CONTRACT: Failure of the vendor to provide products within the time specified in the solicitation and/or contract shall result in the following: The Owner shall notify vendor in writing within five (5) calendar days and provide five (5) calendar days to cure. If the contracted vendor cannot provide product, the City reserves the right to purchase product from the other vendors. The defaulting vendor may be responsible for reimbursing the City for the price differences.

3. **Termination for Cause.** In the event of breach of the Contract by Contractor, the City may terminate the Contract for cause upon written notice of termination to the Contractor. Prior to terminating the Contract, the City shall first provide written notice of the breach to the Contractor and allow the Contractor seven (7) calendar days to cure the breach. In the event of a termination by the City for cause, the City shall make payment for work properly performed prior to the effective date of termination, but shall not be liable for any other costs incurred related to termination or the Contract, including but not limited to, any orders for materials, supplies, or services placed prior to the effective date of termination which cannot be cancelled and which were not delivered or properly performed prior to termination. In addition, no compensation shall be paid to the Contractor for demobilization, disengagement, wind down or other cost incurred due to termination. Notwithstanding the preceding, under no circumstances shall the City be liable to the Contractor for lost profits or overhead for work, materials or services not performed or delivered to the City. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from the Contractor's performance or failure to perform under the Contract.
4. **Termination for Convenience.** The City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. In the event of such termination, the City shall pay Contractor for those costs directly attributable to work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding

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the preceding, under no circumstances shall the City be liable to the Contractor lost profits or overhead for work, materials or services not performed or delivered to the City. No costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall the City pay any costs which can be mitigated through the sale of supplies or inventories. In the event of termination of the Contract, nothing herein shall be deemed to limit any remedies available to the City at law or in equity, including any ability to recover damages arising from Contractor's performance or failure to perform under the Contract.

5. **Equal Employment Opportunity.** This contract meets the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 and must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin and that the employer will provide harassment-free work environment for the realization of the potential of each employee. 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.

- (1) The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex, sexual orientation, gender identity or national origin.
- (2) 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.
- (3) 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.
- (4) 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.

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- (5) 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.
- (6) 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 1246 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.
- (7) 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 provision, including sanction 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 Contractor 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 Contractor 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 City 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 City 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 Contractor 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 Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

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In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this Contract, it is agreed that the City at its option may do any or all of the following:

- a. Cancel, terminate or suspend this Contract in whole or in part.
- b. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.
- c. Recover on behalf of the City from the Contractor 0.5 percent of the Contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the Contract price, or five thousand dollars (\$5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.
The Contractor shall include the above provisions of this Contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

6. **Copeland Anti-Kickback.** The Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3 "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. 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.
- c. 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 CFR § 5.12.

7. **Davis-Bacon Act as amended (40 U.S.C. 3141-3148). (Sub-Section "A" which follows is not applicable to this project)**

A. If the Contract is a construction contract in excess of \$2,000.00 and if required by the applicable federal grant program legislation, the Contractor and its subcontractors shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). See 2 C.F.R. Part 200, Appendix II(D). For purposes of clarification and mutual understanding, the Davis-Bacon Act does not apply to debris removal agreements unless done in conjunction with a construction project.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor

City of Casselberry | Procurement and Contract Management Division
95 Triplet Lake Drive, Casselberry, Florida 32707
Phone: 407-262-7700, Ext. 1142 | procurement@casselberry.org

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shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

B. Projects that don't comply with the Davis-Bacon Act must track and report the following information in their Project and Expenditure reports:

- a. The number of employees of contractors and sub-contractors working on the project
- b. The number of employees hired directly and through a third-party
- c. The wages and benefits of workers on the project by classification
- d. Whether wages are set at less-than-prevailing rates

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

- (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 (write in the name of the Federal agency or the loan or grant recipient) 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 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

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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.

9. **Reporting Requirements; Patent and Copyrights.** The Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:

- (i) Reporting;
- (ii) Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
- (iii) Copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the City. The federal awarding agency (and, if applicable, any intermediary state agency) and the City shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The City, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. The Contractor is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401. The federal government and the City have rights in any resulting invention in accordance with 37 CFR part 401, if applicable, and any applicable implementing regulations.

10. **Access to Records.** The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the State of Florida, **City of Casselberry**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Casselberry and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- (5) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

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- 11. Record Retention.** Unless a different period is required by law, the Contractor and its subcontractors shall retain all records related to the Contract for five (5) years after receipt of final payment under the Contract and all other pending matters related to the Contract are closed. If any litigation, claim or audit is started before the expiration of the five (5) year period or other applicable retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the City has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.
- 12. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.** The Contractor and its subcontractors shall incorporate these requirements into all subcontracts in excess of one hundred fifty thousand dollars (\$150,000.00).
 - (a.) to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), including Environmental Protection Agency regulations (40 CFR part 15).
 - (b.) report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office (EPA).
- 13. Energy Efficiency.** The Contractor and its subcontractors shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 14. Title VI Compliance.** Title VI of the Civil Rights Act, 42 U.S.C. 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." Contractor, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:
 - (i) It shall comply with Section 601 of Title VI of the Civil Rights Act, 42 U.S.C. 2000, set forth above; and
 - (ii) It shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the CITY deems appropriate as set forth below; and
 - (iii) In the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of the Contract and the CITY shall have the right to immediately terminate the Contract in whole or in part, without liability, or seek such other remedy (ies) as the CITY deems appropriate, including but not limited to suspension or debarment from future CITY contracts. In addition to the City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-7. Contractor shall require that all of its subcontractors agree and comply with the requirements of this paragraph.
- 15. Small, Minority, and Women's Business Enterprises.** Contractor shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps when subcontracting set forth in § 200.321(b) (1) - (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible,

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including but not limited to placing such firms when qualified on solicitation lists and soliciting them as potential sources whenever possible.

- 16. Debarment and Suspension (Executive Orders 12549 and 12689); Ineligibility.** The Contract may not be awarded to a party listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989., p. 235).

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor'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).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by **the City of Casselberry**. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 17. Lobbying - Byrd Anti-Lobbying Amendment – 31 U.S.C. 1352, as amended. (\$100,000 or more)**
The Contractor shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobby activities. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S. C. § 1352; and 44 C.F. §. Part 18. 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.

The Contractor and its subcontractors shall execute and submit to the City, prior to performing any work hereunder, a lobbying certification in the form and content set forth herein or as otherwise specified by the City.

- 18. Fees and Commissions.** The Contractor warrants that it has not:

- (i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for the Contractor, to solicit or secure this Contract;
- (ii) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and
- (iii) Paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for the Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

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The Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the City shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

19. **American with Disabilities Act of 1990 (ADA).** (Public Law 101-336, 42 U.S.C. Section 12101 et seq.). The Contractor and, as required, its subcontractors, shall comply with the ADA, the regulations of the Federal government issued thereunder, and assurance by the City of Casselberry pursuant thereto.
20. **Resource Conservation and Recovery Act of 1976 and Procurement of Recovered Materials (applies only if the work involves the use of materials).** The Contractor and its subcontractors in performing work pursuant to this Contract shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962) and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247. These laws and regulations designate certain items that are or can be made with recovered materials. Pursuant to such requirements, for purchases of designated items exceeding \$10,000 per year (or \$10,000 in the preceding fiscal year), the Contractor and its subcontractors shall procure those designated items listed in the EPA regulations composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, but the Contractor and its subcontractors are not required to procure such items if they are not reasonably available in a reasonable period of time, fail to meet reasonable performance standards, or are only available at an unreasonable price. In addition to EPA designated items, Contractor certifies that if any other products are expressly specified in the Contract by City to include a specified minimum content of recovered materials, the Contractor and its subcontractors shall use at least the minimum amount so specified in the Contract. For purchases of contractually specified recovered material items or EPA designated items above the established threshold limits (\$10,000) per year, if any, procured by the Contractor or its subcontractors under this Contract, Contractor shall provide the CITY annually and upon final completion of the work, a report detailing the designated items procured and their percentage of recycled material used.
- (A) 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:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
21. **Subcontracting; Payment to Subcontractors.** The Contractor shall self-perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, the Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the City. The Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily

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completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City.

- 22. State and Federal Law and Policies; Inclusion in Subcontracts.** The Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, the Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the City is eligible for funding for payment or reimbursement for work performed by the Contractor, including but not limited to, The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121), 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), and related regulations contained in Title 44 of the Code of Federal Regulations for disaster relief work. The Contractor shall physically incorporate a copy of this Exhibit and all attachments hereto, in all subcontracts of all tiers. In the event of any ambiguity or question by the Contractor or any of its subcontractors of any tier regarding the program under which the City is or will be seeking payment or reimbursement for any work, the Contractor shall immediately contact the City and request clarification from the City prior to proceeding with the work or authorizing a subcontractor to proceed with such work.

i. The following 2 CFR policy requirements apply to this assistance listing (As defined in 2 C.F.R. § 200.1):

- Subpart A, Acronyms and Definitions
- Subpart B, General provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
- Subpart D, Post Federal; Award Requirements;
- Subpart E, Cost Principles; and
- Subpart F, Audit Requirements.

The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

- 23.** In addition to the foregoing, the Contractor will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Exhibit E. 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.
- 24. DHS Seal, Logo, and Flags.** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. Seals and devices of the Federal Government, departments, bureaus, and independent agencies are not in the public domain and cannot be used for purposes other than official business without specific authorization of the agency involved. In addition, the FHWA seal and logo are for the official use of USDOT and not for the use of the private sector on its materials. To the public, such use would send a message that the USDOT favors or endorses an organization, its activities, its products its services, or its personnel (either overtly or tacitly), which it does not and cannot do. Whether the private sector partner/grantee/vendor/contractor is nonprofit or commercial is not a factor.

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25. **Compliance with Federal Law, Regulations, and Executive Orders.** The contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
26. **No Obligations by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
27. **Program Fraud and False or Fraudulent Statements or Related Acts.** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
28. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE).** Contractor is prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
29. **Buy USA - Domestic Preference for certain procurements using federal funds.** Contractor 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 (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:
- (1) "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.
 - (2) "Manufactured products" means 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.
30. **Advancing Racial Equity.** Projects funded with State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government at this link: <https://www.federalregister.gov/>

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31. Non Federal Financial Reports and Audits:

1. Contractors expending **\$750,000 or more in Federal funds**, from all sources, in a fiscal year shall submit the following to the City of Casselberry within nine months of the end of its fiscal year:
 - a. A single or program audit conducted in accordance with the requirements of the Government Auditing Standards and 2 CFR 200 Subpart F ("Audit Requirements"), which shall include:
 - I. A schedule of all revenues and expenditures by program and revenue source, that reconciles costs for the contract period, and a schedule of revenues and expenditures of City of Casselberry LFRF funds by program, including a bridging schedule if the contract year and the Contractor's fiscal year do not coincide. NOTE: This schedule should break out the revenues and expenses by funding source and identify the exact amount of City of Casselberry LFRF funds expended for a program; other revenue should not be combined within a program description of expenses. A schedule of expenditures of federal awards satisfies this requirement if single audit is performed.
 - II. A schedule of all real property assets if any such property is purchased with City of Casselberry LFRF funds; including an itemized list of all debt against each property and the terms of that debt.
 - III. The attached form, "Contract Schedule of Findings and Questioned Costs." (**Exhibit H**)
 - b. A copy of the management letter received from the auditor if such letter is issued and the agency response to the management letter.
2. Contractors expending **less than \$750,000 in Federal funds**, from all sources, in a fiscal year shall submit the following:

For Contractors that have an annual certified audit completed:

- a. A copy of their annual certified audit, within 30 days of completion: which shall include the following schedules:
 - I. Report on the Internal Control structure.
 - II. Report on compliance with Laws, Regulations, Contracts and Grants. The City of Casselberry requires that the auditor plan the compliance audit such that 2 CFR 200 Subpart E ("Cost Principles") is considered material to the financial statements taken as a whole. The auditor will determine:
 - i. Whether direct and indirect cost allocation plans are reasonable and acceptable;
 - ii. That costs are necessary and reasonable and were allocated according to the cost allocation plan;
 - iii. That the costs charged to the contract are based on actual costs incurred and are supported by accounting records and documents.
- b. A schedule of all revenues and expenditures by program and revenue source, that reconciles costs for the contract period, and a schedule of revenues and expenditures of LFRF funds by program, including a bridging schedule if the contract year and the Contractor's fiscal year do not coincide. NOTE: This schedule should break out the revenues and expenses by funding source and identify the exact amount of the City's LFRF funds expended for a program; other revenue should not be combined within a program description of expenses.
- c. A schedule of all real property assets if any such property is purchased with LFRF funds; including an itemized list of all debt against each property and the terms of that debt.

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d. **Exhibit H**, the "Schedule of Findings and Questioned Costs" attached hereto.

3. A copy of the management letter received from the auditor if such letter is issued, and the agency response to that letter.

Contractors who do not have annual audits completed may be requested by the City of Casselberry to have an audit completed at the City's expense.

If no annual audit is done, Contractor will submit financial statements showing how the funds were expended and a letter signed by the president of the board of directors stating that they approved the financial statement as prepared.

- 32. Treasury Guidance.** Contractor must follow all requirements applicable to the contractor found in the Treasury Guidance linked here: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>.

33. U.S. Government Disclaimer.

- (a) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of the federal award or any other losses resulting in any way from the performance of the federal award or any contract, or subcontract under this award.
- (b) By accepting this Contract from the City, the Contractor does not in any way establish an agency relationship between the United States and Contractor.

34. Procurement Standards, Methods and Procedures

(This section applies only if City has permitted Contractor to procure, purchase, or make sub-awards or subcontracts under this Contract.)

A. Responsibilities

If this Contract allows for procurement, subawards, or subcontracting, the Contractor must use its own documented procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200 – Part D. The Contractor is the responsible authority, without recourse to the US Government or the City regarding the settlement of all contractual and administrative issues arising out of the procurement entered into in support of the award or other agreement.

B. Codes of Conduct

The Contractor shall have a written code of conduct governing the performance of its employees engaged in the award and administration of contracts. The code of conduct shall address the conflict of interest requirements of this contract and the acceptance of gifts.

C. Competition

The Contractor shall conduct all procurement in a manner to provide to the maximum extent practical, open and free competition. Contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals shall be excluded from competing for a project.

D. Procurement Standards

1. The Contractor shall have written procurement procedures in accordance with 2 CFR 200.318 that include, but are not limited to, the following minimum procedural requirements:
- a. Unnecessary or duplicative items shall not be purchased;
 - b. Where appropriate, an analysis of lease and purchase alternatives is done to assure the most economical and practical procurement.

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- c. Solicitations for goods and services shall include:
 - I. A clear and accurate description of the technical requirements for the material, product or service to be procured without unduly restricting competition.
 - II. All requirements and all other factors to be used in evaluating bids or proposals.
 - III. A description of technical requirements including minimum acceptable standards.
 - IV. Detailed product specifications should be avoided if at all possible. When otherwise impractical, a "brand name or equivalent" description may be used as a means to define the performance of procurement. In this instance, the specific features of the named brand which must be met by offers must be clearly stated.
 - V. Acceptance of products and services dimensioned in the metric system, when practical and economically feasible.
 - VI. Preference, to the extent practicable and economically feasible, for products and services that conserve natural resources, protect the environment and are energy efficient.
 - d. The Contactor must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the Contactor must not preclude potential bidders from qualifying during the solicitation period.
- 2. The Contractor shall make positive efforts to utilize small businesses, minority owned businesses and women owned businesses as defined in the exhibits regardless of the anticipated subcontract amount or procurement method.
 - 3. The Contractor shall not use a "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting.
 - 4. The Contractor may determine the type of procuring instruments to use (e.g., fixed price contracts, cost reimbursable contracts, or purchase orders) as appropriate for the particular procurement and for promoting the best interest of the program or project involved.
 - 5. Contracts shall be made only with responsible subcontractors that possess the potential ability to perform successfully. Consideration shall be given to such matters as subcontractors' integrity, compliance with public policy, including where applicable Section 3 of the Housing and Urban Development Act of 1968, record of past performance, and financial and technical resources.
 - 6. The Contractor shall develop project specifications in sufficient detail to obtain comparable estimates or bids. In the case of construction related contracts, it may be necessary for the Contractor to procure architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups. An architect or engineer is required if the building contains more than 50,000 cubic feet of total volume (state code) or at the City's Project Manager's discretion. A project with multiple related components must include the services of an architect or engineer, a general contractor or construction manager. A Project with multiple related components is one that includes a variety of related objectives or types of labor, such as rehab of a bathroom, which includes electrical, plumbing and flooring or one where the work is related or overlaps the same space.
- E. **Procurement Methods.** If this Contract allows for procurement, subawards, or subcontracting, the Contractor shall conduct competitive procurement by one of the methods listed below or obtain approval from the City agency overseeing this Contract.

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1. **Micro-purchases** where the total value of contract(s) to be let is less than \$10,000. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the Contractor must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Contractor considers the price to be reasonable.
2. **Small purchase procedures** where the total value of contract(s) to be let is less than \$250,000. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
3. **Sealed bids (formal advertising).** The Contractor defines selection criteria prior to solicitation of bids or proposals which must include but is not limited to price. Bids are publicly solicited from an adequate number of known suppliers, providing them sufficient response time. A firm fixed price contract (lump sum or unit price) is awarded to the responsive and responsible bidder whose bid or offer, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price and most advantageous to the program or project principally on the basis of price. Other factors such as compliance with federal requirements, the M/W/DBE goal, and quality may be considered when specified in the advertisement. The sealed bid method is the preferred method for procuring construction, in accordance with 2 CFR 200.320(c).
4. **Competitive Request for Proposals (RFP) or Request for Qualifications (RFQ) Process.** The Contractor's selection criteria includes evaluation factors and their relative importance usually via a point system that includes price, compliance with federal requirements and the M/W/DBE goal, and other terms and conditions presented in the RFP. The Contractor conducts a technical evaluation of proposals to determine the offerer who appears to have the greatest potential to satisfy the terms and conditions of the RFP or RFQ. The Contractor may negotiate and award a firm-fixed or cost reimbursement contract to the lowest responsive and responsible proposal that is deemed most advantageous to the program or project. No public disclosure of the contents of the offeror's proposals is made on the final date of receipt. This type of process is generally used when conditions are not appropriate for the use of sealed bids.
5. Procurement by a **noncompetitive proposal** process is permitted only in limited circumstances and must be approved by the City agency overseeing this Contract.

F. Procurement Procedures

1. **Small Purchase/Estimate Process:** The Contractor solicits comparable estimates from an adequate number of qualified sources. At least three price or rate quotations must be obtained unless it can be documented that that only two were obtained following good faith efforts. The Contractor will select the lowest responsive and responsible bid or offer. This process can only be used for services, supplies or other property costing in the aggregate up to the small purchase threshold of \$250,000.
2. City of Casselberry approval is required for projects where the total value of contract(s) to be let is over \$250,000:
3. At least one week before publicly advertising, the Contractor must submit a complete bid document package to the City for approval. A complete bid document package must include selection criteria, the advertisement, specifications, additional federal requirements, and instructions to bidders with M/W/DBE goal (when applicable.) After obtaining City approval, the Contractor publicly advertises bidding opportunities including electronic posting at least three weeks before deadline with the third week to allow for submitting bids through one of the three processes below:
 - a. Competitive Sealed Bid/Invitation for Bids (IFB) Process: Sealed bids with "best and final offers" are solicited and publicly opened at a time and place specified in the IFB. The Contractor awards a firm-fixed contract to the lowest responsive and responsible bid or offer that is most advantageous to the program

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or project principally on the basis of price. Other factors such as compliance with federal requirements, the M/W/DBE goal, and quality may be considered when specified in the RFB.

- b. Competitive Negotiation/Request for Proposals or Qualifications (RFP or Qualifications) Process: The Contractor's selection criteria includes evaluation factors and their relative importance usually via a point system that includes price, compliance with federal requirements and the M/W/DBE goal, and other terms and conditions presented in the RFP. The Contractor conducts a technical evaluation of proposals to determine the offerer who appears to have the greatest potential to satisfy the terms and conditions of the RFP. The Contractor may negotiate and award a firm-fixed or cost reimbursement contract to the lowest responsive and responsible proposal that is deemed most advantageous to the program or project. No public disclosure of the contents of the offeror's proposals is made on the final date of receipt.
 - c. Value Engineering Process: The City agency overseeing this Contract may allow the Contractor to use a Value Engineering process where the general contractor is selected before the project design is complete. Value Engineering may be used in conjunction with either a sealed bid or competitive negotiation process as specified above. The General Contractor's subcontractors are selected through an open and competitive process using either an approved sealed bid or competitive negotiation process as specified above. A fixed maximum price is set prior to the start of construction. Value Engineering is encouraged for construction projects of sufficient size to offer reasonable opportunities for cost reductions. It will be allowed only for very complex and high priced projects where the expertise of the general contractor is needed before the project design has been completed.
4. For projects involving construction related contracts, the Contractor shall:
- a. Include an attachment that details applicable federal requirements under ARPA and LFRF with requirements appropriate to the specifications of the project, (e.g., simplified acquisition threshold currently set at \$250,000, etc.). This attachment, the major components of which are listed below, must be attached to both solicitations for bids and construction contracts.
 - b. Submit a list of proposed selected bidders with sufficient information for the City agency overseeing this Contract to determine eligibility for receiving a contract.
 - c. Obtain from the City's Department of Civil Rights (DCR):
 - i. A goal for utilizing minority-owned, women-owned, and disadvantaged businesses (M/W/DBE) in excess of the small purchase threshold, **if applicable**.
 - ii. The attachment entitled "Instructions for Bidders" with requirements appropriate to the specifications of the project for attachment to solicitations for bids. This attachment will specify the process for submitting a list of proposed selected bidders to the Department of Civil Rights with sufficient information to provide an approval of proposed sub-contractors on the basis of compliance with good faith efforts to contract with M/W/DBE and/or achieving the goal set for that project.

G. Cost and Price Analysis

The Contractor shall make and document some form of cost or price analysis with any procurement action. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

H. Procurement Records

The Contractor shall maintain procurement records and files for purchases in excess of the small purchase threshold which include at a minimum the following:

1. Basis for selection or rejection (including price and other pre-determined criteria),
2. Justification for lack of competition when competitive bids or offers are not obtained, and

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3. Basis for cost or price of the subcontract.

I. Required Contract Provisions for Subawards and Subcontracts

If subawards or subcontracts are permitted by the City under this Contract, then see the City for an exhibit with the required provisions to include in any subaward or subcontract.

35. Advancing Racial Equity.

Projects funded with State and Local Fiscal Recovery Funds under the American Rescue Plan Act (ARPA) should advance shared interests and promote equitable delivery of government benefits and opportunities to underserved communities, as outlined in Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government at this link: [Executive Order 13985](#)

36. Other nondiscrimination requirements under the City's Award Terms and Conditions

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following, as applicable:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

37. Non-Discrimination.

Consistent with Federal regulations, the Contractor may not, directly or through contractual licensing or other arrangements, take any of the following actions on the grounds of race, national origin or ancestry, citizenship status, color, religion or atheism, sex, age, handicap/disability, marital status, source of income, arrest record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), conviction record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), social security number (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partnership status, receipt of rental assistance, homelessness, unemployment status (limited to actions regarding employment but not applicable to actions regarding housing or public accommodations), credit history (limited to actions regarding employment but not applicable to actions regarding housing or public accommodations), status as a victim of domestic abuse, sexual assault or stalking:

1. Deny any individual any facilities, services, financial aid or other benefits provided under the program or activity;
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form, from that provided to others under the program or activity;
3. Subject an individual to segregated or separate treatment in any facility, or in any matter of process related to receipt of any service or benefit under the program or activity;

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4. Restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
5. Treat an individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity;
6. Deny an individual an opportunity to participate in a program or activity as an employee;
7. Aid or otherwise perpetuate discrimination against an individual by providing Federal financial assistance to an agency, organization, or person that discriminates in providing any housing, aid, benefit, or service;
8. Otherwise limit an individual in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by other individuals receiving the housing, aid, benefit, or service;
9. Use criteria or methods of administration that have the effect of subjecting persons to discrimination or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to persons who are members of the protected classes; or
10. Deny a person the opportunity to participate as a member of planning or advisory boards. In determining the site or location of housing, accommodations, or facilities, the Contractor may not make selections that have the effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination on the ground of race, national origin or ancestry, citizenship status, color, religion or atheism, sex, age, handicap/disability, marital status, source of income, arrest record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), conviction record (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), social security number (limited to actions regarding employment or public accommodations but not applicable to actions regarding housing), less than honorable discharge, physical appearance, sexual orientation, gender identity, genetic identity, political beliefs, familial status, student status, domestic partnership status, receipt of rental assistance, homelessness, status as a victim of domestic abuse, sexual assault or stalking. The Contractor may not make selections that have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Section 109 of Title I of the Housing and Community Development Act of 1974, 24 CFR part 6 and of this Amendment.

The Contractor may classify employees or applicants for employment, volunteers or applicants for volunteer service, applicants for or consumers of services, or applicants for board or committee membership in the Contractor's organization on the basis of membership in any of the protected classes, only in those certain instances where such classification is a bona fide qualification reasonably necessary to the proper performance of the services contracted for.

38. Nondiscrimination on Basis of Disability.

Discriminatory Actions Prohibited: Contractor assures that, in providing any aid, benefit, or service, it shall not, directly or through contractual, licensing, or other arrangements, on the basis of disability:

1. Deny a qualified person with a disability the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified person with a disability an opportunity to participate in or benefit from the aid, benefit, or service, or the City facility, that is not equal to that afforded others;
3. Provide a qualified person with a disability with a City facility or an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate City facilities, or aid, benefits, or services to persons with a disability or to any class of persons with disabilities unless such action is necessary to provide qualified persons with a disability with City facilities, aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified person with a disability by providing significant assistance to any agency, organization, or person that discriminates on the basis of disability in providing any aid, benefit, or service to beneficiaries of the recipient's program;

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

6. Deny a qualified person with a disability the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified person with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service from a recipient, or by others using City facilities.

A. Employment Provisions:

1. No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from the Department.
2. A Contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the Contractor can demonstrate that the accommodation would impose an undue hardship on the operation of its program.
3. A Contractor may not use any employment test or other selection criterion that screens out or tends to screen out individuals with handicaps or any class of individuals with handicaps unless the Contractor demonstrates that the test score, or other selection criteria, as used by the Contractor is job related for the position in question.

39. Accessibility

The Contractor agrees to comply with the provisions of local, State and Federal law regarding accessibility including, but not limited to the Rehabilitation Act, the Fair Housing Amendments Act, the Architectural Barriers Act, the Americans with Disabilities Act, state law and all applicable implementing regulations thereto. The primary provision of Section 504 of the Rehabilitation Act of 1973, as amended, requires the following:

1. Existing facilities

A Contractor shall operate each program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

This paragraph does not:

- a. Necessarily require a Contractor to make each of its existing facilities accessible to and usable by individuals with disabilities;
- b. In the case of historic preservation programs or activities, require the Contractor to take any action that would result in a substantial impairment of significant historic features of a historic property; or
- c. Require a Contractor to take any action that it can demonstrate would result in a fundamental alteration in the nature of its program or activity or in undue financial and administrative burdens. If an action would result in such an alteration or such burdens, the Contractor shall take any action that would not result in such an alteration or such burdens but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity.
- d. A Contractor may comply with the requirements of this section in its programs and activities receiving Federal financial assistance through such means as redesign of equipment, location of programs or services to accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment (e.g., appliances or furnishings) changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities on a selective basis, or any other methods that result in making its program or activity accessible to individuals with disabilities. A Contractor is not required to make structural changes to existing facilities where other methods are effective in achieving compliance with this section. In choosing among available methods for meeting the requirements of this section, the Contractor shall give priority to those methods that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate.

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2. Non-Housing Facilities

- a. New construction - New non-housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with disabilities.
- b. Alterations to facilities - Alterations to existing non-housing facilities shall, to the maximum extent feasible, be made to be readily accessible to and usable by individuals with disabilities. For purposes of this paragraph, the phrase "to the maximum extent feasible" shall not be interpreted as requiring that a Contractor make a non-housing facility, or element thereof, accessible if doing so would impose undue financial and administrative burdens on the operation of the Contractor's program or activity.

40. Minority and Women Business Enterprises (if applicable to this Contract).

Contractor hereby agrees to comply with the following when applicable:

1. The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable***.

Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a. through e. above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

PLEASE COMPLETE AND SUBMIT THE FOLLOWING FORMS WITH YOUR RESPONSE
Failure to submit the forms may be grounds for disqualification of your submittal

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "A"

This Exhibit applies to non-public works contracts

The Contractor warrants and certifies that one of the following paragraphs is true (check one):

1. _____ Contractor has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978.
2. ☒ Within thirty (30) days after the effective date of this Contract, Contractor will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, or within thirty (30) days after the effective date of this Contract, it will complete a model affirmative action plan approved by the Casselberry Commission.
3. _____ Contractor believes it is exempt from filing an affirmative action plan because it has fewer than fifteen (15) employees and has filed, or will file within thirty (30) days after the effective date of this Contract, a form required by the City to confirm exempt status based on number of employees. If the City determines that Contractor is not exempt, the Articles of Agreement will apply.

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "B"

Federal Non-Collusion/Lobbying Certification

This statement is submitted with Proposal, ITN, or Contract Number RFP 2023 1027 titled _____ Services and Ancillary Preparation/Recovery Services by _____ whose business address [Name of entity submitting sworn

statement] is Accurate Power and Technology and its Federal Employer Identification Number (FEIN) is 20-2463060. My name is Amanda Armento and my [Please print name of individual signing] relationship to the above is office manager.

A. **NON-COLLUSION PROVISION CERTIFICATION.**

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

B. **LOBBYING CERTIFICATION.**

The undersigned hereby 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 (as amended by the Lobbying Disclosure Act of 119). 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.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

A. Armento
AUTHORIZED SIGNATORY

office manager
Title

Toni Hayden
Witness Signature

Amanda Armento
Typed Name of AUTHORIZED SIGNATORY

6/23/23
Date

Toni Hayden
Typed Name of Witness

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "C"

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000.

The Proposer certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

- A. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any federal department or agency;
- B. Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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;
- C. Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Proposer certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the City of Casselberry. The Proposer must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City of Casselberry. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Casselberry, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**, is truthful and correct at the time of submission.

Consultant/Contractor Name: Accurate Power and Technology

Mailing Address: 15519 US Hwy 441 A101 Eustis, FL 32726

Telephone Number: 352-735-0205 Fax Number: _____ E-mail Address: Sonny@accuratepowerandtechnology.com

A. Armento

Authorized Signatory

Amanda Armento

Printed Name

FEIN: 20-2663060 DUNS: 362472800

Office Manager

Title

6/23/23

Date

CAGE Code: _____

As issued through www.sam.gov

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE
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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "D"

Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses
Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

Subcontracts: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Casselberry for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Casselberry, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Grant Conditions and Federal Provisions

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this **Grant Conditions and Federal Provisions Acknowledgement of Terms, Conditions and Grant Clauses**, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Proposer.

Consultant/Contractor Name: Accurate Power and Technology

Mailing Address: 15519 US Hwy 441 A101 Eustis, FL 32726

Telephone Number: 352 735 8285 Fax Number: _____ E-mail Address: sonny@accurate power and technology.com

A. Armento

Authorized Signatory

Amanda Armento

Printed Name

FEIN: 20-2663060 DUNS: 362472800

Office Manager

Title

12/23/23

Date

CAGE Code: _____

As issued through www.sam.gov

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "E"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS
FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Accurate Power and Technology
By: Amanda Armento
Date: 6/23/23
Title: Office manager

Instructions for Certification

Instructions for Certification - Lower Tier Participants: (Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

PLEASE COMPLETE AND SUBMIT WITH YOUR RESPONSE

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "F"
Program Statutes and Regulations

42 U.S.C. 801 Social Security Act Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations Treasury Interim Final Rule
Section 215.422, Florida Statutes Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes Agreements funded with federal and state assistance
Section 216.347, Florida Statutes Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "G"

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
2. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), 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 this federal assistance.
3. False Statements. Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
4. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to City of Casselberry by the U.S. Department of the Treasury."

RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

5. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

6. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on- the- job seat belt policies and programs for their employees when operating company- owned, rented or personally owned vehicles.
7. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and Contractor is encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.

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RFP-2023-1027 GENERATOR MAINTENANCE AND REPAIR

Exhibit "H"

Attachment A - Schedule of Findings and Questioned Costs
Required for Recipients Receiving \$750,000 or more in annual federal assistance
For Year Ended _____

Name of Contractor Accurate

Summary of Auditor's Results

1. Was a Single Audit required? Yes ☐ No ☒
What dollar threshold was used to distinguish between Type A and Type B programs as defined by the Single Audit? (If applicable.) \$ NIA
If no, stop here, do not need to complete 2- rest of this form.
2. Type of auditor's report issued? Yes ☐ No ☐ (If yes, describe.)
3. Internal control over financial reporting:
a. Were material weakness(s) identified? Yes ☐ No ☐ (If yes, describe.)
b. Were reportable condition(s) identified not considered to be material weaknesses? Yes ☐ No ☐ (If yes, describe.)
c. Was noncompliance material to the financial statements noted? Yes ☐ No ☐ (If yes, describe.)
4. Internal control over major programs:
a. Were material weakness(s) identified? Yes ☐ No ☐ (If yes, describe.)
b. Were reportable conditions(s) identified not considered to be material weaknesses? Yes ☐ No ☐ (If no, describe.)
5. Was the indirect cost allocation plan reasonable and acceptable per 2 CFR 200 Subpart E ("Cost Principles")? Yes ☐ No ☐ (If no, describe.)
6. Were the actual costs reasonable and allocated appropriately per 2 CFR 200 Subpart E ("Cost Principles")? Yes ☐ No ☐
7. Were the costs allocated to this Contract based on costs incurred, and are they supported by records and documents? Yes ☐ No ☐
8. Were any audit findings disclosed that are required to be reported in accordance with 2 CFR 200 Subpart F ("Audit Requirements")? (CFDA No. _____ and amount \$ _____) Yes ☐ No ☐ (If no, describe.)
9. Does the audit include an identification of all federal revenue sources and dollar amounts by program? (Include State of WI pass-through funds.) Yes ☐ No ☐
10. Does the audit list any financial statement findings? Yes ☐ No ☐ (If yes, describe.)
11. Does the audit list any federal and state award findings and questioned costs? Yes ☐ No ☐ (If yes, describe.)
12. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern? Yes ☐ No ☐ (If yes, describe.)
13. Does the audit report identify any additional audit issues related to this Contract? Yes ☐ No ☐ (If no, describe why not.)
14. Does the audit include the schedule of revenues and expenditures by program and revenue source? Yes ☐ No ☐ (If no, describe why not.)
15. Does the audit include the schedule of LFRF funds expended by program? Yes ☐ No ☐ (If no, describe why not.)
16. Does the audit include the schedule of real property assets and the debt recorded against each property? Yes ☐ No ☐ (If yes, provide a copy.)
17. Was a Management Letter or other document conveying audit comments issued as a result of this audit?

Name and signature of partner: _____

Date of report: _____



CITY MANAGER M E M O R A N D U M

7.Q.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Employee Health Insurance Renewal for Fiscal Year 2023-2024

Introduction: Approval provides for renewal of City employees' health insurance coverage from United Healthcare for Fiscal Year 2023-24.

Background: Along with wages, medical insurance coverage is often considered to be one of the most important elements of employee compensation. The City pays approximately 75% of the medical insurance coverage and the employees contribute approximately 25%. Retirees and former employees who elect coverage through COBRA pay the entire cost.

Discussion: The insurance plans for City employees are due for a twelve-month renewal effective October 1, 2023. The current medical insurance provider, United Healthcare, provided a renewal summary resulting in a 19.3% premium rate increase. Following negotiations with our insurance broker, Brown and Brown, United Healthcare agreed to a renewal with a 12.3% increase.

The employee contribution rates will remain the same as the current rates and are shown below. The discounts to employees' monthly premium contributions are offered for non-tobacco users and those who participate in a wellness program. Full copies of the renewal plans covering details of coverage are available from Human Resources. Employees' monthly premiums, taken through payroll withholding as follows, will begin with payroll in September:

Employee Only - \$225

Employee and Spouse - \$500

Employee and Child(ren) - \$470

Family - \$650

Rates are reduced by \$125 for employees eligible for the Non-Tobacco and Wellness Discount.

Rates are reduced by \$100 for employees eligible for only the Non-Tobacco Discount.

Rates are reduced by \$25 for employees eligible for only the Wellness Discount.

All rates will be \$50 higher for employees that complete the enrollment after the due date.

Budget Impact: Funds for the City's share of employee health insurance premiums will be provided in the adopted budget for FY 2024 in the applicable Health Insurance expenditure account for each department.

Recommendation: The City Manager and Administrative Services Director recommend approval of the renewal for health insurance coverage with United Healthcare for FY2023-2024.

Prepared by: Andy Brooks, Administrative Services Director

Attachments: None



CITY MANAGER M E M O R A N D U M

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Excuse Absence of Commissioner Chad Albritton

Introduction: Commissioner Chad Albritton advised on July 24, 2023 that he will be unable to attend the July 24th meeting due to illness. He has respectfully requested that his Excuse of Absence be placed on the Consent Agenda for consideration.



CITY MANAGER M E M O R A N D U M

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Future Agenda Items

Introduction: The opportunity to discuss items for placement on future City Commission agendas is provided.



CITY MANAGER M E M O R A N D U M

10.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: First Reading of Ordinance 23-1585 - Voluntary Annexation of Parcel 26-20-30-5AR-0D00-055B (ANX 23-01)

Introduction: Approval of Ordinance 23-1585 providing for the voluntary annexation of one (1) property described with Parcel Identification Number 26-20-30-5AR-0D00-055B is requested. (ANX 23-01)

Background: The applicants, David Auerbach and Frances M. Pscuik-Auerbach, with David Drive, LLC, are the owners of the subject property (Parcel Identification Number 26-20-30-5AR-0D00-055B), measuring approximately 4.85 acres. The property is currently vacant and located to the east of an unimproved right-of-way, identified as David Drive; it is also bordered by the City of Casselberry and the City of Winter Springs. Presently unincorporated and under the jurisdiction of Seminole County, the subject property has inconsistent land entitlements with Industrial Future Land Use Map (FLUM) and A-1 (Agriculture) zoning designations.

To the north, east, and south of the subject property are single-family detached homes located in the City of Winter Springs and have a Medium Density Residential FLUM designation and either R1 or R1-A zoning, both of which are considered one-family dwelling districts. To the west, there are two parcels within the municipal bounds of the City of Casselberry. The first parcel, 1085 Belle Avenue, is the northernmost one, containing Marucci Clubhouse Orlando, a baseball training facility; this parcel has a Commercial (C) FLUM designation and is in the CS (Commercial Service) zoning district. The second parcel, located further south, is a vacant retention area owned by the City of Casselberry; this parcel has a Public Service (PUB) FLUM designation and is zoned PS (Public Service).

Discussion: When preparing to extend territorial limits, staff referenced State law for procedures for voluntary annexation, which are outlined in Chapter 171.044 of the *Florida Statutes*. Therefore, as a Statement of Certification, staff finds that:

1. The owners of the subject property, located in Seminole County, is contiguous to the City of Casselberry municipal boundary,
2. The subject property is well-defined and is a reasonably compact area,
3. The subject property is not included within the boundary of any other municipality, and
4. The proposed annexation does not create an enclave as defined by Chapter 171.031(13) of the *Florida Statutes*.

Additionally, staff is pursuing the following required notifications:

- Seminole County was notified via email of the City's intent on June 2, 2023, which was at least 10 days prior to advertising the action for City Commission approval, and will be notified via certified mail not fewer than 10 days prior to publishing or posting the ordinance notice required under Chapter 171.044 of the *Florida Statutes*.
- The City Commission's first reading of Ordinance 23-1585 is scheduled for July 24, 2023.
- Notice of Public Hearings will be placed in the Orlando Sentinel for two consecutive weeks (August 10, 2023, and August 17, 2023) prior to the City Commission's second reading of Ordinance 23-1585 and adoption hearing is scheduled for August 28, 2023.
- After the adoption of Ordinance 23-1585, the City Clerk will notify the Seminole County Clerk of the Circuit Court, the Chief Administrative Officer of the County, and the Department of State within seven (7) days of the adoption.

According to Chapter II, Article IV, Section 2-4.2, of the City's *Unified Land Development Regulations*(ULDR), any changes or amendments to the City's Official Zoning Map shall be consistent with the Comprehensive Plan's FLUM. The applicants intend to apply to the City for the following land entitlements that are consistent with ULDR Section 2-4.2 to support their plans for a future multifamily development.

- Proposed Future Land Use Map Designation - Medium Density Residential (MDR)
- Proposed Zoning District - RMF-13 (Medium Density Multifamily)

Further, as is, the subject property does not have adequate access to a public right-of-way. A representative of the applicant, Mr. Robert Ziegenfuss, with Z Development Services, LLC, has expressed that access will be granted via an easement on 1085 Belle Avenue. Prior to the second reading of Ordinance 23-1585, the applicant shall provide further documentation ensuring proper access is feasible and practical.

Budget Impact: There is no anticipated immediate impact on the City Budget. However, the subject property is privately owned and is subject to taxation. As a result, tax revenue will be generated over time.

Recommendation: The City Manager and Community Development Director recommend approval of Ordinance 23-1585 on first reading.

Prepared by: Antonia DeJesus, Chief Planner

Attachments:

1. Ordinance 23-1585

ORDINANCE 23-1585

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, RELATING TO VOLUNTARY ANNEXATION; MAKING FINDINGS; ANNEXING TO AND INCLUDING WITHIN THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA, ONE (1) PARCEL APPROXIMATELY 4.85 ACRES DESCRIBED WITH PARCEL IDENTIFICATION NUMBER 26-20-30-5AR-0D00-055B; REDEFINING THE CORPORATE LIMITS OF THE CITY OF CASSELBERRY, FLORIDA; PROVIDING FOR THE INTERIM PROVISION OF LAND DEVELOPMENT REGULATIONS; PROVIDING THAT EFFECTIVE IN ACCORDANCE WITH LAW, THE PROPERTY TO BE ANNEXED SHALL BE ASSESSED FOR PAYMENT OF MUNICIPAL AD VALOREM TAXES; DIRECTING THE CITY CLERK TO FILE COPIES OF THE ORDINANCE WITH THE SEMINOLE COUNTY CLERK OF THE CIRCUIT COURT, THE CHIEF ADMINISTRATIVE OFFICER OF SEMINOLE COUNTY, AND THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the owners of certain lands more particularly described in Exhibit A, attached hereto and incorporated herein, hereinafter referred to as the “Property”, have requested that the same be annexed and incorporated into the corporate limits of the City of Casselberry, Florida, hereinafter referred to as the “City”; and

WHEREAS, the City Commission hereby finds that the Property is reasonably compact and contiguous to the corporate areas of the City, and has determined that the annexation of the Property will not result in the creation of any enclaves or pockets and otherwise fully complies with the requirements of State law; and

WHEREAS, the City is in a position to effectively and efficiently provide municipal services to the Property, and the City Commission has deemed it in the best interest of the City to annex the Property; and

WHEREAS, pursuant to, and in compliance with, the law, notice has been given by publication once a week for two (2) consecutive weeks in a newspaper of general circulation notifying the public of this proposed Ordinance and of a public hearing to be held at the City of Casselberry City Hall; and

WHEREAS, the provisions of this Ordinance and the actions taken herein are consistent with the City’s Comprehensive Plan and State law; and

WHEREAS, a public hearing was held pursuant to the requirements of State law and in conformity with the published notice described above at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

Section 1. The Property described in Exhibit A (Parcel Identification Number: 26-20-30-5AR-0D00-055B) and as shown on the map in Exhibit B, both attached hereto and incorporated herein, is hereby annexed to and included within the corporate limits of the City of Casselberry, Florida.

Section 2. The corporate limits of the City are hereby revised to include the Property as described in Section 1 hereof.

Section 3. The City Commission of the City of Casselberry, Florida, does hereby find that the Property described in Section 1 is contiguous to the corporate limits of the City, that the Property meets the criteria established by Chapter 171, of the *Florida Statutes*, that the Property could be annexed, and hereby consents to the annexation.

Section 4. Upon annexation, the Property shall retain the zoning and land use classification established by the Seminole County Zoning Ordinance and Comprehensive Land Use Plan until otherwise changed or amended by an appropriate ordinance of the City.

Section 5. All real property lying within the boundaries of the corporate limits of the City, as hereby revised, shall be assessed for payment of municipal ad valorem taxes pursuant to law.

Section 6. Within seven (7) days of the adoption of this Ordinance, the City Clerk is hereby directed to file a copy of said Ordinance with the Seminole County Clerk of the Circuit Court, the Chief Administrative Officer of Seminole County (County Manager), the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise deemed desirable.

Section 7. Conflicts. All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

Section 9. Effective Date. This Ordinance shall become effective ten (10) days after its passage and adoption.

FIRST READING this ____ day of _____, A.D. 2023.

SECOND READING AND ADOPTION this ____ day of _____, A.D. 2023.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

EXHIBIT A
Legal Description of Subject Property

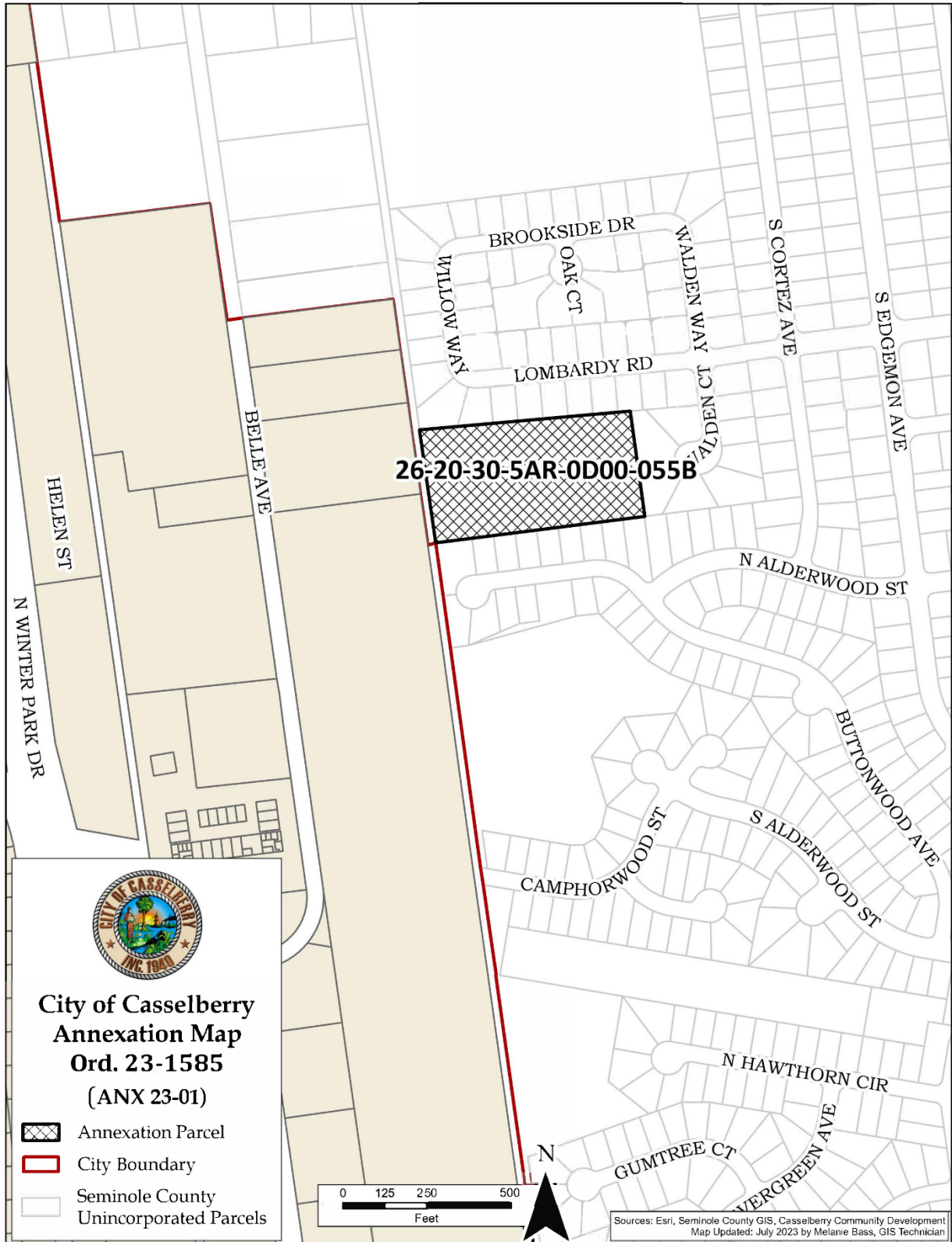
Property Address: N/A

Parcel Property Identification Number: 26-20-30-5AR-0D00-055B

Legal Description:

Southerly 343.93 ft. of Westerly 632.94 feet of Lot 55, Block D, D R
Mitchells Survey of The Levy Grant, Plat Book 1, Page 5, of The
Public Records of Seminole County, Florida.

EXHIBIT B
Map of Subject Property Proposed for Annexation





CITY MANAGER M E M O R A N D U M

11.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Public Hearing: Second Reading of Ordinance 23-1584 - Amending City Code of Ordinances Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan

Introduction: Adoption of Ordinance 23-1584 amending Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan Sections 62-2001, 62-2004, 62-2016, 62-2026 and 62-2027 of the City Code of Ordinances on second and final reading is requested.

Background: The City of Casselberry has a Police Officers' and Firefighters' Pension Plan that was effective January 1, 1996. Legislative (State of Florida and IRS) and collective bargaining changes require plan amendments from time to time. The plan amendments are prepared by the pension plan attorney, approved by the pension board and reviewed by the plan actuary for financial impact. The Board of Trustees of the City of Casselberry Police Officers' and Firefighters' Pension Plan met on May 9, 2023 to discuss a proposed ordinance to amend the Pension Plan. They voted to recommend that the City Commission adopt the proposed ordinance.

The ordinance at the second reading is identical to the one presented at the first reading on June 26, 2023.

Discussion: Ordinance 23-1584 amends Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan, Sections 62-2001, 62-2004, 62-2016, 62-2026 and 62-2027 of the City Code of Ordinances as follows:

1. Section 62-2001, Definition of Salary, to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 62-2004, Finances and Fund Management, to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 62-2016, Minimum Distribution of Benefits, to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the Internal Revenue Code, as amended from time to time.

4. Section 62-2026, Military Service Prior to Employment, and Section 62-2027, Prior Police or Fire Service, to amend the option for members to pay for purchased credited service at no cost to the plan, by after-tax payroll deductions, over a period of time not to exceed 5 years, rather than making one lump sum payment.

Ordinance 23-1584 was considered by the City Commission on June 26, 2023 and approved. Notice of Public Hearing for second and final reading of Ordinance 23-1584 was published in the Orlando Sentinel on July 14, 2023.

Budget Impact: There is no impact on the City Budget associated with the approval of this ordinance.

Recommendation: The City Manager and Finance Director recommend adoption of Ordinance 23-1584 on second and final reading.

Prepared by: Lorie Mertens, Executive Assistant to City Manager

Attachments:

1. Ordinance 23-1584
2. No Impact Letter

ORDINANCE 23-1584

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING CHAPTER 62, PENSIONS AND RETIREMENT, ARTICLE I, POLICE OFFICERS' AND FIREFIGHTERS' PENSION PLAN OF THE CODE OF ORDINANCES OF THE CITY OF CASSELBERRY; AMENDING SECTION 62-2001, DEFINITIONS; AMENDING SECTION 62-2004, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 62-2016, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 62-2026, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 62-2027, PRIOR POLICE OR FIRE SERVICE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I: That Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Casselberry, is hereby amended by amending Section 62-2001, Definitions, by amending the definition of *Salary*, to read as follows:

* * * * *

Salary means the total compensation for services rendered to the City as a Police Officer or rendered to the City and/or County as a Firefighter reportable on the Member's W-2 form plus all tax deferred, tax sheltered, or tax-exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding any payments for extra duty or special detail work performed on behalf of a second party employer and also excluding holiday gift cards and service awards. For Police Officer Members, for service earned after October 22, 2012, and for Firefighter Members, for service earned after November 13, 2012, (the "effective date"), Salary shall not include more than three hundred (300) hours of overtime per fiscal year and shall also not include payments for accrued unused sick or annual leave. However, payments for overtime in excess of three hundred (300) hours per fiscal year or accrued unused sick or annual leave accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in Salary for pension purposes even if the payment is not actually made until on or after the effective date. With respect to unused sick leave and unused annual leave accrued prior to the effective date, Salary will include the amount of sick or annual leave time accrued on the effective date or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, whichever is less. Overtime earned as part of the Members' regularly scheduled hours of work (also known as "built-in" or "FLSA" overtime) will not count towards the 300-hour annual overtime cap and will be considered pensionable earnings. Members who have reached age fifty-five (55) and completed six

(6) or more years of credited service or completed twenty-five (25) years of credited service, regardless of age on September 15, 2013. shall not be subject to the above 300-hour limitation on overtime.

Compensation in excess of the limitations set forth in section 401(a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Internal Revenue Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12, as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first Plan Year beginning after December 31, 1995.

* * * * *

SECTION II: That Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Casselberry, is hereby amended by amending Section 62-2004, Finances and Fund Management (f)(10) to read as follows:

* * * * *

- (f) (10) Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member, Retiree or Beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients, or other parties, including the City, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the Fund in a prudent manner.

* * * * *

SECTION III: That Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Casselberry, is hereby amended by amending Section 62-2016, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., to read as follows:

* * * * *

(b) (1) *Required Beginning Date.*

- a. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date. ~~For a Member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the Member terminates employment with the City or County. For a member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The Member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the Member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the Member terminates employment with the City or County.

* * * * *

b. Applicable age.

1. For a member who attained age 70½ before December 31, 2019, the applicable age is 70½.
2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.
3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(1)(9)(C)(v).

(2)

- a. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained age 70½, ~~(or age 72 for a member who would have attained age 70½ after December 31, 2019)~~ if later, the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION IV: That Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Casselberry, Section 62-2026, Military Service Prior to Employment, is hereby amended to read as follows:

Sec. 62-2026. – Military service prior to employment

The years or fractional parts of years that a Police Officer or Firefighter serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorable or under honorable conditions, prior to first and initial employment with the City Police Department or City Fire Department shall be added to his years of Credited Service provided that:

- (1) The member contributes to the Fund the sum that he would have contributed, based on his Salary and the member contribution rate in effect at the time that the Credited Service is requested, had he been a Member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with purchase of years of Credited Service.
- (2) Multiple requests to purchase Credited Service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the Member of the required amount shall be made within six months of his request for credit, but no later than the retirement date, and shall be made in one lump sum payment upon receipt of which Credit Service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (6) below.
- (4) The maximum credit under this section shall be three (3) years.
- (5) Credited Service purchased pursuant to this section shall not count toward vesting or eligibility for not-in-line of duty disability benefits.
- (6) In Lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.

- c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires, including entry into the Deferred Retirement Option Plan (DROP), or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION V: That Chapter 62, Pensions and Retirement, Article I, Police Officers' and Firefighters' Pension Plan, of the Code of Ordinances of the City of Casselberry, Section 62-2027, Prior Police or Fire Service, is hereby amended to read as follows:

Sec. 62-2027. – Prior police or fire service.

Unless otherwise prohibited by law, and except as provided for in Section 62-2001, the years or fractional parts of years that a Member previously served as a full-time police officer or firefighter with the City during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a Member served as a full-time police officer for any other municipal, county or state law enforcement department or as a full-time firefighter for any other municipal, county or special district fire department in the State of Florida shall be added to his years of credited service provided that:

- (1) The member contributes to the Fund the sum that he would have contributed, based on his Salary and the Member contribution rate in effect at the time that the Credited Service is requested, had he been a Member of the System for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus payment of costs for all professional services rendered to the Board in connection with purchase of years of Credited Service.
- (2) Multiple requests to purchase Credited Service pursuant to this section may be made at any time prior to retirement.

- (3) Payment by the Member of the required amount shall be made within six months of his request for credit, but no later than the retirement date, and shall be made in one lump sum payment upon receipt of which Credit Service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (8) below.
- (4) The maximum credit under this Section for service other than with the City of Casselberry shall be five years of credited service and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Casselberry and such credit shall count for all purposes, including vesting.
- (5) In no event, however, may credited service be purchased pursuant to this Section for prior service with any other public employer, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in ~~subsection 62-2015(k)(2)~~ 62-2015(1)(2).
- (6) For purposes of determining credit for prior service as a firefighter as provided for in this section in addition to service as a firefighter in this state, credit may be given for federal, other state, or county service if the prior service is recognized by the Division of State Fire Marshal, as provided under F.S. Ch. 633, or the firefighter provides proof to the Board that such service is equivalent to the service required to meet the definition of a firefighter under Section 62-2001.
- (7) For purposes of determining credit for prior service as a police officer as provided for in this section, in addition to service as a police officer in this state, credit may be given for federal, other state, or county service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a police officer under Section 62-2001.
- (8) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.

- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION VI: Codification: It is the intention of the City Commission of the City of Casselberry, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Casselberry, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, that the word "Ordinance," may be changed to "Section," "Article," or other appropriate word.

SECTION VII: Conflict: All Ordinances or parts of Ordinances in conflict with any provisions of this Ordinance are hereby repealed.

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

SECTION IX: Effective Date: This Ordinance shall become effective ten (10) days after its passage and adoption.

FIRST READING, this _____ day of _____, A.D. 2023.

SECOND READING and ADOPTION, this _____ day of _____, A.D. 2023.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor/Commissioner

April 3, 2023

Ferrell Jenne, Plan Administrator
City of Casselberry
Police Officers' and Firefighters' Pension Plan
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of Casselberry
Police Officers' and Firefighters' Pension Plan

Dear Ferrell:

In response to Scott Christiansen's letter dated March 22, 2023, we have reviewed the proposed Ordinance (identified on page 7 as dm/cass/pf/03-08-23.ord) to including but not limited to, the following proposed changes:

1. Section 62-2001, Definitions, is being amended to the salary definition to clarify the determination period for maximum annual compensation for members with less than 12 months of service during a fiscal year, as provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 62-2004, Finances and Fund Management, subsection (f)(10), is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by Secure Act 2.0.
3. Section 62-2016, Minimum Distribution Benefits, subsection (b)(1) and (b)(2)a., are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0., changing the required contribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 62-2026, Military service prior to employment and Section 62-2027, Prior police or fire service, are both being amended to provide an option for members to pay for purchased credited service by after-tax payroll deductions, over a period of time not to exceed 5 years, rather than making one lump sum payment.

Because the changes do not result in a financial impact on the funding requirements, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Division of Retirement
Bureau of Local Retirement Systems
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Patrick T. Donlan". The signature is fluid and cursive, with a long horizontal stroke extending from the end of the name.

Patrick T. Donlan, ASA, EA, MAAA
PTD/mw

Cc via email: Scott R. Christiansen, Board Attorney



CITY MANAGER M E M O R A N D U M

11.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Public Hearing: Second Reading of Ordinance 23-1583 - Amending Section 3-13.7, Development Landscape and Buffer Requirements, of the City's Unified Land Development Regulations (LPA 23-01)

Introduction: Adoption of Ordinance 23-1583 amending Section 3-13.7, Development Landscape and Buffer Requirements, of the City's Unified Land Development Regulations on second and final reading is requested. (LPA 23-01)

Background: In 2020, through a bond referendum approved by Casselberry voters, the City committed to significant improvements to multiple City parks, emphasizing enhanced pedestrian connectivity while highlighting user safety and comfort. This concentrated focus aligns with the goals, objectives, and policies related to multimodal mobility and community health outlined in the City's Comprehensive Plan. However, the City has faced a myriad of site constraints during the park improvement design phases, including environmentally sensitive areas and restrictive third-party utility easements. Currently, ULDR Section 3-13.7 does not provide specific parameters for parks and recreation uses when planning for enhanced pedestrian mobility and connectivity.

In April 2023, the City Commission approved Resolution 23-3350 signaling the intent to pursue amendments to ULDR Section 3-13.7 based on previously approved resolutions related to pedestrian mobility. Most notably, the City Commission passed Resolution 19-3109 in 2019, in which the City made a "100% promise" to the 10-Minute Walk Campaign, where all residents within the City are within a 10-minute safe and comfortable walk of a park. Further, Resolution 19-3118, also approved in 2019, the City adopted the Casselberry Healthy Community Complete Streets Policy and Design Guidelines, which established a bold and ambitious goal to become the most walkable, rollable, and bikeable City in Central Florida by 2040.

An advertisement for a public hearing for the proposed amendment was published in the *Orlando Sentinel* on April 27, 2023. The Planning and Zoning Commission, the City's Local Planning Agency (LPA), recommended approval of this item to the City Commission on May 10, 2023, by a 3-1 vote. The City Commission approved the first reading of this item on June 12, 2023, unanimously.

Discussion: ULDR Article XIII, Landscaping, outlines the purpose, intent, applicability, and regulations for landscaping requirements for all development. Specifically, ULDR Section 3-13.7 indicates that all new construction shall follow the landscape requirements provided within Section 3-13.7.C, specifically mentioning office, commercial, industrial,

multi-family residential, and planned residential development uses. There is currently no consideration for passive park and recreation uses nor the discretion to grant special allowances to permit sidewalks or shared-use paths within landscape buffers, as needed.

Consequently, when evaluating compatibility using ULDR Table 3-13.7.(C2), park areas are generally considered a "low impact." And in many instances, City parks are situated in single-family residential neighborhoods. As a result, according to ULDR Table 3-13.7.(C2), a Type B Buffer, requiring a minimum width of 20 ft per ULDR Table 3-13.7.(C1), will likely always be mandated. The City's existing regulations currently prohibit encroachments within this buffer yard, including sidewalks and shared-use paths. Further, ULDR Section 3-13.7.C.2 mandates landscape strips along the street frontage, and while it allows for vehicular access across the buffer yard, the Code's current language does not mention sidewalks or shared-use paths. Given the City's commitment to multimodal transportation, staff finds it appropriate to update regulations to include additional transportation modes.

Due to the geometry, size, and placement of City parks, it has proven challenging, and at times unattainable, to simultaneously fulfill the City's objectives for active transportation connectivity and the community's vision for the parks under the current ULDR. Particularly, these conflicts have significantly affected the design of both Wirz Park and Dew Drop Park. The proposed amendment to ULDR Section 3-13.7 designates City staff to authorize minimum necessary encroachments into landscape buffers for passive recreation uses, such as sidewalks or shared-use paths. As a result, if approved, the flexibility the proposed amendments to ULDR Section 3-13.7 provide will translate to better connectivity to and within the parks while maintaining sufficient buffering and screening against adjacent land uses to ensure compatibility. Further, it is the intent of the proposed ordinance that this opportunity only applies when site constraints are present on properties with Recreation and Open Space FLUM use designation and zoned ROS. Any encroachment by a passive recreation use is subject to the approval procedures outlined in ULDR Article XVII, Site Plan Review.

Additionally, the proposed amendments are also consistent with specific goals, objectives, and policies outlined in the City's Comprehensive Plan and Multimodal Transportation Master Plan (MTMP) related to enhancing connectivity and overall community health, including the following:

- Policy FLU 1.13 Recreation and Open Space
- Policy FLU 2.2 Design Flexibility
- Policy FLU 13.1.c. Reduction of Greenhouse Gas Emissions
- Policy MTE 1.1 Multimodal Focus
- Policy MTE 1.5 Site Plan Review
- Policy MTE 1.13 Bicycle Facilities
- Policy MTE 1.14 Pedestrian Facilities
- Policy RO 1.5 Connectivity
- Policy HC 1.2A Healthy Communities

Budget Impact: There is no impact to the City Budget.

Recommendation: The City Manager, Community Development Director, and Public Works & Utilities Director recommend approval of Ordinance 23-1583 (LPA 23-01) on second reading.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Ordinance 23-1583

ORDINANCE 23-1583

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING PART III OF THE UNIFIED LAND DEVELOPMENT REGULATIONS, CHAPTER III, PERFORMANCE CRITERIA, ARTICLE XIII, LANDSCAPING, SECTION 3-13.7, DEVELOPMENT LANDSCAPE AND BUFFER REQUIREMENTS, TO PROVIDE RECREATION AND OPEN SPACE WITH THE ACCOMMODATION OF ALLOWING PASSIVE RECREATIONAL USES WITHIN THE REQUIRED BUFFER; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, through a bond referendum approved by Casselberry voters in 2020, the City of Casselberry (City) has committed to major improvements for multiple City parks; and

WHEREAS, the City aims to improve its park system with an emphasis on enhanced pedestrian connectivity, highlighting user safety and comfort, which aligns with the City's goals, objectives, and policies related to multimodal mobility and community health outlined in the City's Comprehensive Plan; and

WHEREAS, a myriad of factors can constrain site design, including geometric limitations, environmental restrictions, topographic variations, and intergovernmental and interagency obligations, which can present significant challenges; and

WHEREAS, the Unified Land Development Regulations' (ULDR) landscape buffer requirements for development do not consider parks and recreation uses nor grant special allowances to permit sidewalks or shared use paths within landscape buffers, when needed due to site constraints; and

WHEREAS, the City finds that its vision for passive recreational park enhancements conflicts with the existing landscape buffer requirements in the ULDR, which are designed for office, commercial, industrial, multi-family residential, and planned residential development sites; and

WHEREAS, the City finds an amendment to ULDR Section 3-13.7 desirable to allow for flexibility regarding buffer encroachments for properties with Recreation and Open Space (ROS) Future Land Use Map (FLUM) designation and zoned ROS (Recreation and Open Space) to improve connectivity to and within parks while still sufficiently buffering and screening against adjacent land uses to ensure compatibility; and

WHEREAS, to further clarify the purpose of bufferyards and screening against adjacent properties, the City finds that an amendment to ULDR Section 3-13.7.C.1.a is desirable and shall include "promoting the health and safety of the public, maintaining the communities appearance, and preserving the natural resources, while ensuring land use compatibility;" and

WHEREAS, specifically, the City finds an amendment to Table 3-13.7.(C1) desirable to include considerations, when needed due to site constraints, for minimum necessary encroachments into landscape buffers for passive recreational uses, such as sidewalks or shared-use paths, only for properties with Recreation and Open Space FLUM use designation and zoned ROS, subject to approval procedures outlined in ULDR Article XVII, Site Plan Review; and

WHEREAS, the City also finds an amendment to ULDR 3-13.7.C.2.g, regarding exceptions for accessways through landscape strips along the public right-of-way, should include an exception for active transportation modes, such as sidewalks and shared-use paths, in addition to vehicular traffic; and

WHEREAS, the City Commission of the City of Casselberry, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Casselberry and the general public while promoting the goals, objectives, and policies in the City's Comprehensive Plan related to enhanced multimodal mobility and improving overall community health; and

WHEREAS, words with double underlined type shall constitute additions to the original text and ~~strike through~~ type shall constitute deletions to the original text, and asterisks (* * *) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. RECITALS. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Casselberry.

SECTION II. AMENDMENT OF SECTION 3-13.7 "DEVELOPMENT LANDSCAPE AND BUFFER REQUIREMENTS". Chapter III, Performance Criteria, Article XIII, Landscaping, Section 3-13.7. - Development landscape and buffer requirements, of the Unified Land Development Regulations of the City of Casselberry is hereby amended to read as follows:

Section 3-13.7. Development landscape and buffer requirements.

Sec. 3-13.7.C.1. – *Bufferyard/screening*.

- a. Purpose. To provide standards that protect the health, safety, and welfare of the public, improve the appearance of the community, preserve the natural resources of the community, and ensure land use compatibility where different types and/or intensities of land use activities abut another.

Table 3-13.7.(C1). BUFFERYARD AND LANDSCAPE SCREENING TYPES

Bufferyard/Landscape Screening Type ⁽³⁾	Width of Required Landscape Strip	Number of Plant Units ⁽¹⁾ Required per 100 Linear Feet of Property Line	Maximum Berm Height ⁽²⁾
A	10 linear feet	40	N/A
B	20 linear feet	80	3 feet
C	30 linear feet	120	4 feet
D	40 linear feet	160	5 feet

(1) A plant unit is a measurement describing the amount of required plant material in flexible units based on the below-stated unit values:

Type of Plant Material	Number of Plant Units
1 tree =	10
1 shrub =	1

(2) If berms are chosen as a screening method - this shows the maximum height of berm permissible for screening purposes.

(3) For properties with Recreation and Open Space (ROS) Future Land Use Map (FLUM) designation and zoned ROS (Recreation and Open Space), passive recreational features, such as walkways, bikeways, sidewalks, shared-use paths, and multi-use paths may be located within the bufferyard, subject to ULDR Article XVII, Site Plan Review, provided no required plant material is eliminated, and the width of the bufferyard is substantially maintained.

Sec. 3-13.7.2. *Landscape strips along street frontage.*

(g) Necessary accessways from the public right-of-way through all such landscaping shall be permitted to ~~service the parking or accessory vehicular use areas~~ provide a safe, accessible, and adequate accommodation for all users within the transportation system and that such accessways may be subtracted from the linear dimension used to determine the number of trees required.

SECTION III. CODIFICATION. It is the intention of the City Commission of the City of Casselberry, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Casselberry, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, “Ordinance” may be changed to “Section,” “Article,” or other appropriate word.

SECTION IV. CONFLICTS. All Ordinances or Resolutions, or parts of Ordinances or Resolutions in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

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

SECTION VI. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

FIRST READING this _____ day of _____ A.D. 2023.

SECOND READING and ADOPTION this _____ day of _____ A.D. 2023.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson,
Mayor/Commissioner



CITY MANAGER M E M O R A N D U M

12.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Site Plan Approval for Development of Community Impact - BJ's Wholesale Club at Casselberry Exchange (SPR 23-08)

Introduction: Site plan approval for a Development of Community Impact (DCI) for the BJ's Wholesale Club at Casselberry Exchange located at 5803 S. U.S. Hwy. 17-92 is requested.

Background: The applicant, Kitson & Partners, requests the City Commission to consider site plan approval (SPR 23-08) of a Development of Community Impact (DCI) at the subject property, Casselberry Exchange, located at 5803 S US Hwy 17-92. The applicant intends to construct a large retail establishment, BJ's Wholesale Club, while still retaining the existing retail outparcels. The subject property is ±15.66 acres and sits at the northeast corner of the City's two major thoroughfares, S.R. 436 and S. U.S. Hwy 17-92. Fittingly, the subject property has a Major Thoroughfare Mixed-Use (MTMU) Future Land Use Map (FLUM) designation and was recently zoned PMX-HIGH (Planned Mixed-Use: High Rise) earlier in 2023. The subject property is also located within the Community Redevelopment District (CRD) and the Oxford Park Overlay District (OPOD).

As part of the applicant's rezoning process earlier this year, per Article XX of the City's *Unified Land Development Regulations* (ULDR), a concept plan and Planned Unit Development (PUD) Agreement were approved outlining allowable uses, size and dimension criteria, and other related performance standards. In accordance with their approved concept, the applicant proposes to demolish the existing, vacant multi-tenant commercial building and construct a BJ's Wholesale Club with associated hardscape, landscaping, and site lighting. The three existing outparcels, which host a variety of general retail, services, and restaurants, are proposed to remain.

The City's Development Review Committee voted to conditionally approve SPR 23-08 on July 10, 2023, with all outstanding comments presently addressed by the applicant. Additionally, the Planning and Zoning Commission, the City's Local Planning Agency (LPA), recommended approval of this item to the City Commission on July 12, 2023, by a 5-0 vote.

Discussion: Throughout the site plan review process, efforts are made to ensure the intended development complies with all relevant performance criteria. Development proposals are evaluated for compatibility with surrounding areas, potential impacts related to anticipated growth, and the availability of necessary public facilities and services. As such, SPR 23-08 was evaluated based on the following criteria:

- ULDR Article IV, Comprehensive Plan Implementation
- ULDR Article V, Zoning District Regulations
- ULDR Article VII, General Regulations
- ULDR Article X, Appearance, Design, & Compatibility
- ULDR Article XII, Stormwater Management
- ULDR Article XIII, Landscaping
- ULDR Article XIV, Tree Protection
- ULDR Article XV, Off-Street Parking and Loading Requirements
- ULDR Article XVI, Signs
- ULDR Article XVIII, Site Plan Review

SPR 23-08 meets all applicable regulations outlined in their approved PUD Agreement (Ordinance 23-1581), the OPOD, the CRD, and the PMX-HIGH zoning district, such as proposed land uses, setback and buffer regulations, site lighting, stormwater management, floor area ratio (FAR), and the ratio of impervious areas and open space. Further, the proposed elevations aim to reduce the primary building's massive scale through vertical and horizontal articulation and the use of animating features while still adhering to required commercial design standards, including those for the OPOD and CRD.

The proposed use of a large retail establishment is compatible with the surrounding commercial and multifamily areas and did not require additional screening beyond the landscaping requirements along the north, south, east, and west property boundaries. However, to minimize any potential effects on nearby areas, the proposed site plan adheres to ULDR Section 2-7.27, which outlines specific criteria related to large retail establishments and their ancillary services, such as free-standing fuel sales and tire services.

The applicant has also submitted a detailed landscape plan for the proposed development that satisfies the minimum required landscaping for right-of-way, perimeter, buffer, off-street parking, and non-vehicular open space areas. Regarding tree replacement, in lieu of additional canopy trees, staff shall consider existing trees and plant material nestled in the ±1.65 acres of wetlands as mitigation. In addition, the applicant shall submit a wetland restoration plan, removing any existing invasive species and replacing them with appropriate material while meeting the mitigation requirement onsite.

Within the OPOD, there are no minimum parking requirements and all spaces may be undersized at 9 ft. by 18 ft., except for required accessible parking. The applicant provided a parking analysis completed by a licensed traffic engineer justifying a total of 455 parking spaces; 441 will be sized 9 ft. by 18 ft. and 14 will be accessible at 12 ft. by 20 ft with an accompanying 5 ft. access strip. Additionally, bike racks will be installed to encourage the use of non-automotive transportation within the OPOD. And, to enhance pedestrian connectivity, a 10-ft. wide path was also incorporated from the customer entrance to S.R. 436 providing access to the City's sidewalk system.

Budget Impact: There is no impact to the City Budget.

Recommendation: The City Manager and Community Development Director recommend approval of the site plan for the BJ's at Casselberry Exchange (SPR 23-08) with the following conditions:

1. The site plan approval shall be valid for one (1) year; an extension request may be submitted prior to the expiration of this approval.
2. All remaining comments conveyed to the applicant via the DRC Comment Report dated July 10, 2023, and at the DRC Meeting held on July 10, 2023, shall be addressed and considered resolved by staff before an engineering permit may be issued.
3. Additional on-site lighting shall not be installed without the review and approval of an updated photometric plan by the City's Planning Division to ensure compliance with ULDR Section 3-10.6.
4. Provide copies of all local, regional, state, and federal permits for the project to the City prior to the commencement of development.
5. All of the above conditions shall be fully and faithfully executed, or the site plan shall become null and void.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

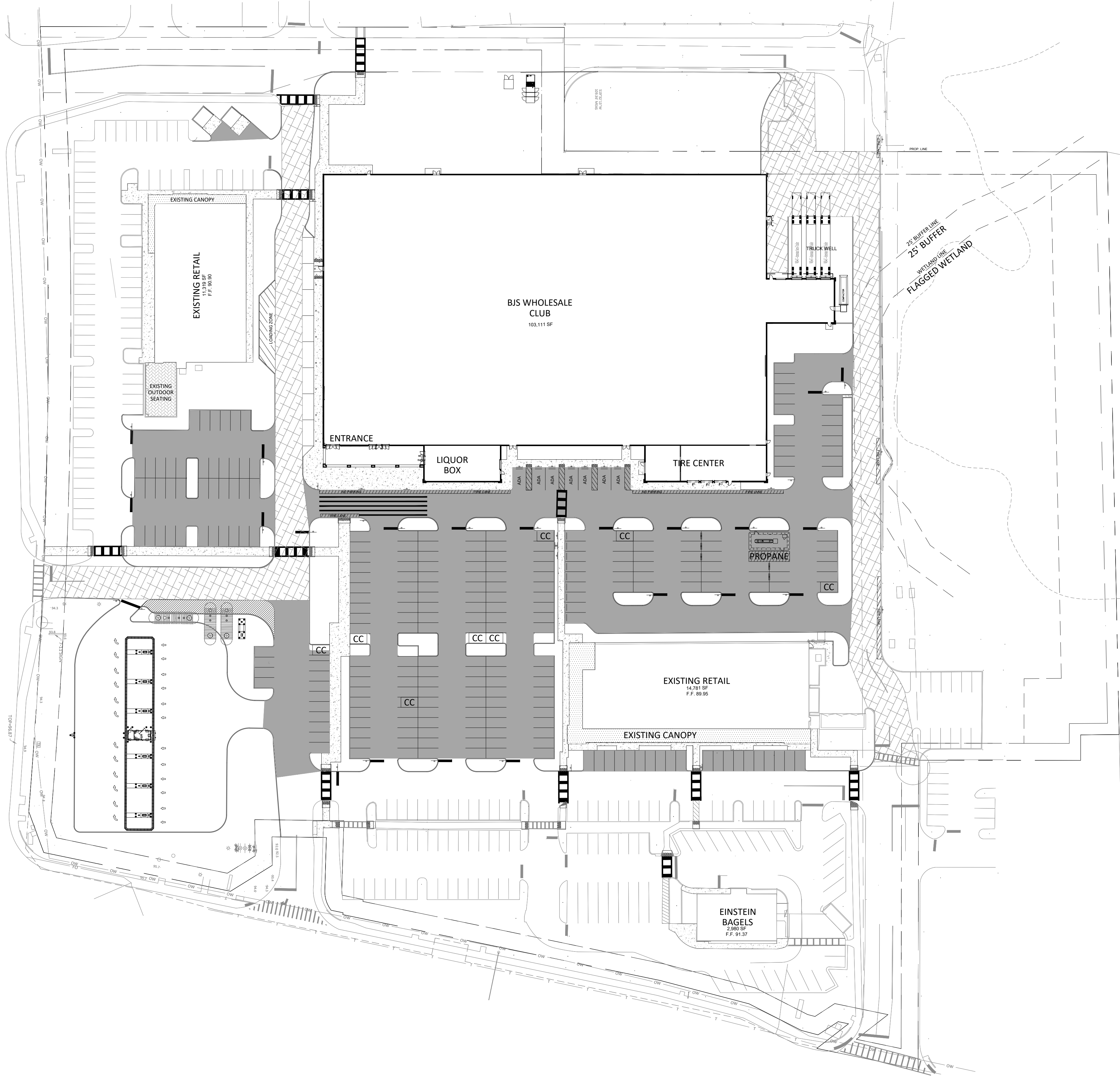
1. Site Plan
2. Primary Building Elevations
3. Landscape Plan
4. Photometric Plan

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

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PAVEMENT LEGEND

- STANDARD DUTY ASPHALT PER PAVEMENT SECTION
- HEAVY DUTY ASPHALT PER PAVEMENT SECTION
- 4" CONCRETE SIDEWALK PER FDOT DESIGN STANDARDS (INDEX 310)



NOTE:
ALL SIDEWALKS ADJACENT TO THE PROPOSED BUILDING AS WELL AS THE TRUCK WELL SHOWN ON THE NORTHEAST END OF THE BUILDING ARE NOT INCLUDED IN THIS CONTRACT.

POSTING OF ADDRESSES

1. ADDRESS NUMBERS ARE TO BE WHOLE NUMBERS, MADE OF A DURABLE WEATHER RESISTANT MATERIAL, PERMANENTLY AFFIXED TO THE STRUCTURE AND POSTED FRONTING THE STREET. THE STRUCTURE IS ADDRESSED TO. THE COLOR OF THE NUMBERS SHALL CONTRAST THE SURROUNDING BACKGROUND SURFACE OF THE STRUCTURE, SO IT STANDS OUT AND IS CLEARLY VISIBLE FROM BOTH DIRECTIONS OF THE ADDRESSED STREET. ADDRESSES ARE ENTERED INTO THE 911 MAP AND USED DIRECTLY BY THE 911 COMMUNICATIONS CALL CENTER FOR 911 EMERGENCY RESPONSE.
2. COMMERCIAL ADDRESS NUMBERS ARE TO BE A MINIMUM OF 6" INCHES IN HEIGHT AND HALF-INCH WIDTH.
3. IF THE MAIN ENTRANCE TO THE BUILDING IS SET BACK AND NOT READILY VISIBLE FROM THE STREET, ADDRESS NUMBERS SHALL BE POSTED AT THE ENTRANCE STREET OR DRIVEWAY ACCESS TO THE BUILDING ON BOTH SIDES OF A FENCE, MAILBOX, OR POST, AND ON THE BUILDING STRUCTURE. NUMBERS SHALL BE VISIBLE FROM BOTH DIRECTIONS OF THE STREET.

SITE INFORMATION:

EXIST. ZONING: PMX-H (PLANNED MIXED USE: HIGH INTENSITY)
PROP. ZONING: PMX-HIGH (PLANNED MIXED USE: HIGH RISE)

EXISTING LAND USE: COMMERCIAL
FUTURE LAND USE: MAJOR THOROUGHFARE MIXED-USE

BUILDING SETBACKS (PUD AGREEMENT)

LARGE RETAIL ESTABLISHMENT:
FRONT: 120-FT
SIDE (INTERIOR YARD): 25-FT (FROM WETLAND)
SIDE (CORNER YARD): 20-FT
REAR: 20-FT

FUEL KIOSK:
FRONT (ALONG SR 436): 40-FT
SIDE (INTERIOR YARD): N/A
SIDE (CORNER YARD): 20-FT
REAR: N/A

EXISTING STRUCTURES:
EXISTING BUILDINGS ON-SITE AND SHOWN ON THE CONCEPT PLAN ARE TO REMAIN IN CURRENT LOCATIONS. ATTACHED OR DETACHED ADDITIONS TO EXISTING STRUCTURES THAT INCREASE THE FLOOR AREA IN EXCESS OF 500 SQ. FT. WILL REQUIRE SUBMITTAL OF AN UPDATED CONCEPT PLAN AND APPROVAL BY THE CITY COMMISSION OF AN AMENDMENT OF THIS AGREEMENT TO REVISE STANDARDS AS APPROPRIATE. ADDITIONS MAY NOT ENCROACH ON THE MINIMUM REQUIRED BUFFERYARDS AND LANDSCAPE STRIPS ESTABLISHED IN SECTION 6(I) OF THIS AGREEMENT, OR EXCEED THE COMPREHENSIVE PLAN MINIMUMS FOR THIS FLUM DESIGNATION.

LANDSCAPE BUFFERS:
NORTH: 20-FT (SECTION 2-7.27, 120 PLANT UNITS PER 100-FT)
SOUTH: 20-FT (TABLE 3-13.7(C3))
EAST (WETLANDS): MAINTAIN BUFFER (SECTION 3-11.1(C))
EAST (OTHER): 10-FT (TABLE 3-13.7(C5))
WEST: 20-FT (TABLE 3-13.7(C3))

*UNLESS SMALLER BUFFER IS CONSENTED BY SJRWMD

SITE DATA:

ISR REQUIRED: OPEN SPACE 10%, IMPERVIOUS 90%

EXISTING COVERAGE:			
OPEN SPACE AREA:	2.65 AC	115,434 SF	16.9%
IMPERVIOUS AREA:	13.01 AC	566,716 SF	83.1%
	15.66 AC	682,150 SF	100%

PROPOSED COVERAGE:			
OPEN SPACE AREA:	3.44 AC	149,846 SF	22.0%
IMPERVIOUS AREA:	12.22 AC	532,303 SF	78.0%
	15.66 AC	682,150 SF	100%

PROPOSED IMPERVIOUS AREA:		
SIDEWALKS:	0.31 AC	13,470 SF
BUILDINGS:	3.04 AC	132,360 SF
DRIVEWAYS AND PARKING:	8.88 AC	386,642 SF

EXISTING (REMAINING) USE:		
RETAIL:		26,100 SF
PROPOSED USE:		
WHOLE SALE BUILDING		103,111 SF
GAS STATION BUILDING		169 SF
EINSTEIN BAGELS		2,980 SF

PARKING REQUIRED:		
COMMERCIAL:	3 SPACE/1000 SF	387 SPACES
RESTAURANT:	1 SPACE/100 SF	30 SPACES
TOTAL REQUIRED:		417 SPACES

PARKING PROVIDED:		
STANDARD PARKING:	(9' X 18')	= 441 SPACES
HC ACCESSIBLE:	(12' X 20')	= 14 SPACES
TOTAL PROVIDED:		455 SPACES

BUILDING MAX HEIGHT: 30'

BJS WHOLESALE CLUB
AT
CASSELBERRY EXCHANGE - 5800 SR 17-92
CASSELBERRY, FLORIDA
FOR
KITSON & PARTNERS

OVERALL SITE PLAN

201 SOUTH BUMBY AVENUE
ORLANDO, FLORIDA 32803
PHONE: 407.898.3317 | WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 20065

NV5

SHEET

C5.0

ENGINEER
FRANK A. PORTER, P.E.
FL LIC. #60362

NV5 JOB NUMBER
17060.20

SCALE: AS SHOWN

PRJ MGR: FAP

DESIGNER: JWH

CHECKED: JH

DATE: Jan. 22, 2023

NO.

DATE

REVISIONS

REVISIONS PER CITY COMMENTS

REVISIONS PER CITY COMMENTS

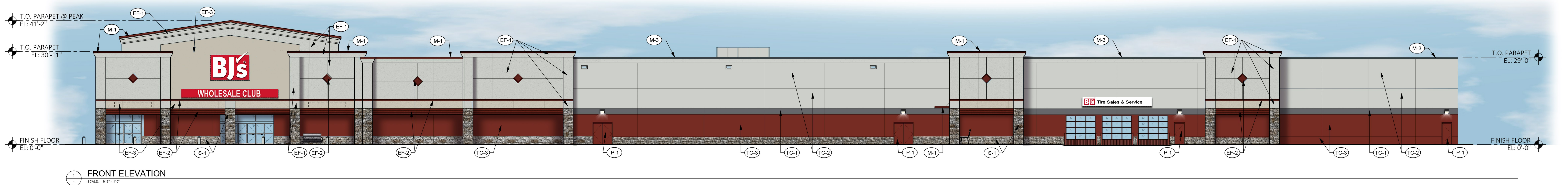
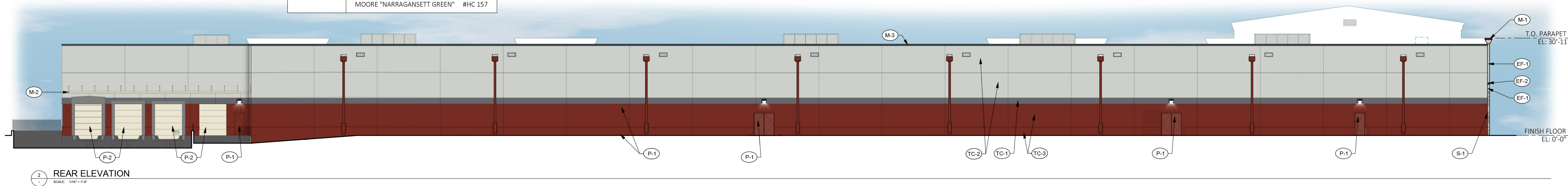
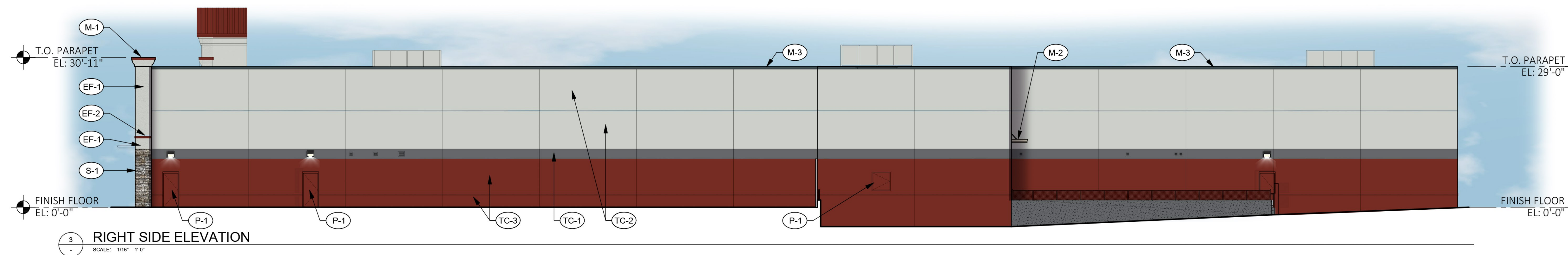
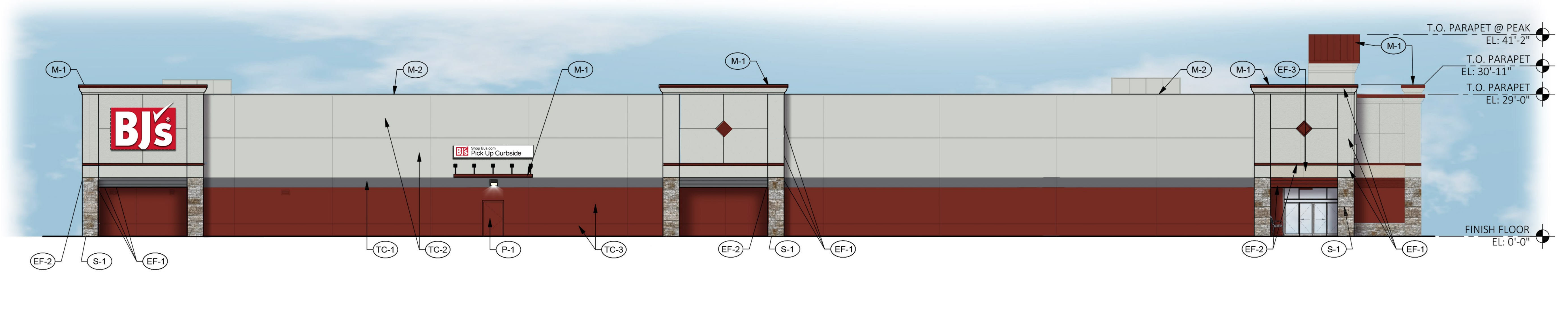
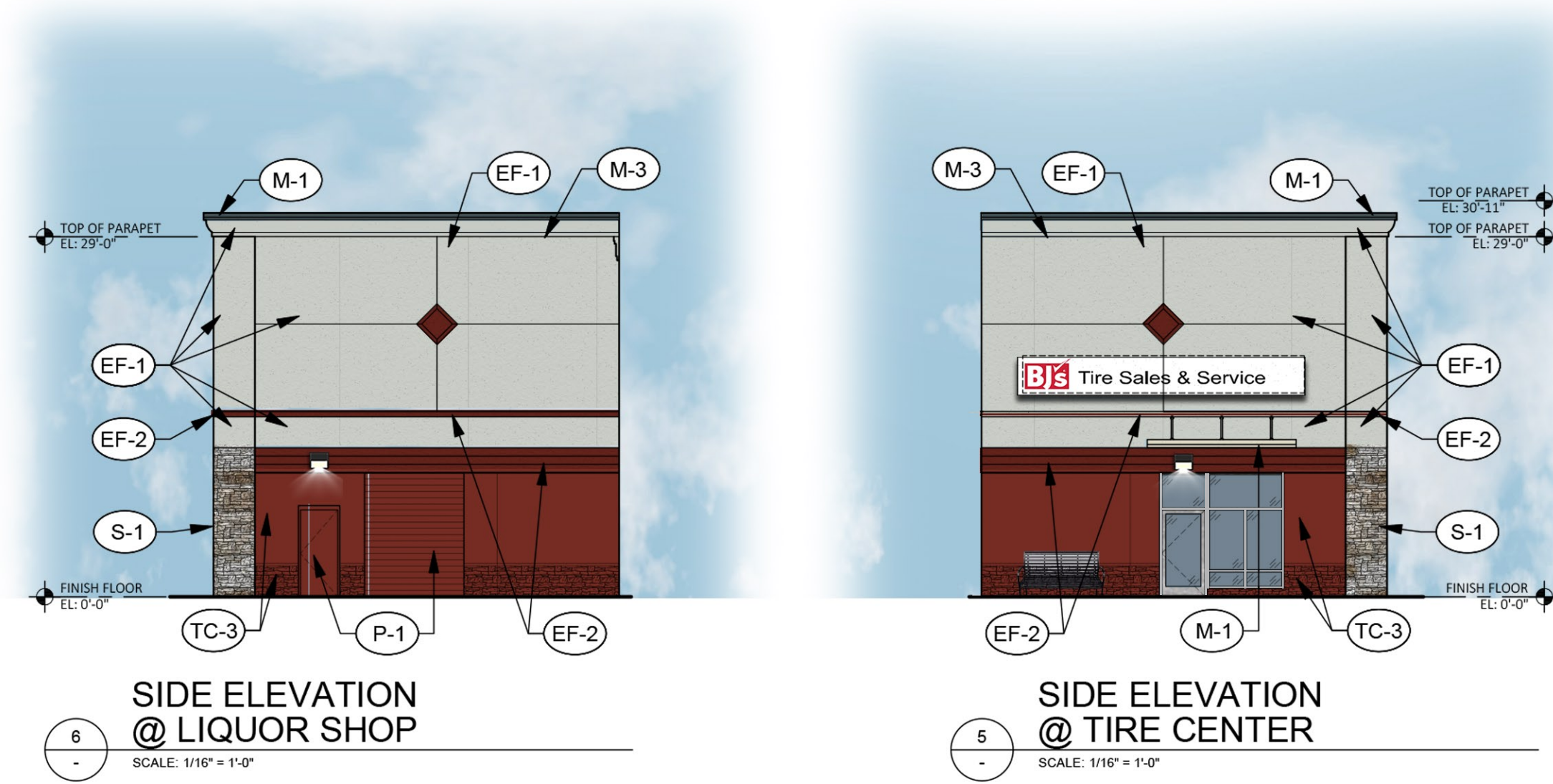
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O:\17060.20\CONST\Bjs Warehouse\C5.0 SITE PLAN.dwg - Jun 22, 2023 - 11:48am



COLOR AND MATERIAL SCHEDULE

TC-1: BENJAMIN MOORE "CHARCOAL SLATE" #HC 178 ON CONCRETE WALL PANELS	S-1: FIELD STONE NATURAL QUARRIED AMHERST CHOP FLAT
TC-2: BENJAMIN MOORE "CLIFFSIDE GREY" #HC 180 ON CONCRETE WALL PANELS	P-1: BENJAMIN MOORE "COUNTRY REDWOOD" #HC 183
TC-3: BENJAMIN MOORE "COUNTRY REDWOOD" #HC 183 ON CONCRETE WALL PANELS	P-2: BENJAMIN MOORE "MONTEREY WHITE" #HC 27
EF-1: DRYVIT TO MATCH "WICKHAM GRAY" #HC 172	P-3: BENJAMIN MOORE "STONINGTON GRAY" #HC 170
EF-2: DRYVIT TO MATCH "COUNTRY REDWOOD" #HC 183	M-1: PAC-CLAD COLOR TO MATCH BENJAMIN MOORE "COUNTRY REDWOOD" #HC 183
EF-3: DRYVIT TO MATCH "REVERE PEWTER" #HC 172	M-2: PAC-CLAD COLOR TO MATCH BENJAMIN MOORE "MONTEREY WHITE" #HC 27
	M-3: PAC-CLAD COLOR TO MATCH BENJAMIN MOORE "NARRAGANSETT GREEN" #HC 157

EXISTING MULTI-FAMILY

CASSELBERRY LDC SECTIONS 3-13.7/3-14.7

LANDSCAPING CALCULATION TABLE						
ULDR SECTION	LANDSCAPE AREA	TREES PROVIDED UNITS/TREE	UNITS	SHRUBS PROVIDED UNITS/SHRUB	UNITS	UNITS TOTAL +/-
2-7.27	NORTH ROW BUFFER 708 LF, 20' AVG. = 975 UNITS REQ'D. @ 120 UNITS/100 LF	59 3 CANOPY TREES EX. 21 REQ'D.	10 590	385	1 385	975 +0
TABLE 3.13.7(C)1	EAST BUFFER 165 LF, 1.65 X 120 = 198 UNIT	12 CANOPY TREES	10 120	78	1 78	198 +0
TABLE 3.13.7(C)3	WEST ROW BUFFER 720 LF, 20' AVG. = 876 UNITS REQ'D. @ 120 UNITS/100 LF	39 23 CANOPY TREES EX. 23 REQ'D.	10 390	486 + EXISTING	1 486	876 +0
TABLE 3.14.7(C)4	SOUTH ROW BUFFER 674 LF, 20' AVG. = 809 UNITS REQ'D. @ 120 UNITS/100 LF	25 CANOPY TREES EX. 25 REQ'D.	10 360	449 + EXISTING	1 449	809 +0
TABLE 3.14.7(C)6	77,436 SF PARKING AREA X 10% = 7,744 (4 TREES / 2,000 SF) 30,000 / 2,000 = 15 X 4	88 TREES EXIST. OR PROPOSED	68 PROPOSED UNDERSTORY TREES (LI) COUNTED @ 2:1 = 34 + 16 LIVE OAK (QV) + 22 MAGNOLIA (MG) + 16 EXISTING OAKS = 88			
TABLE 3.14.7(2d)	NVOS IS < 30% (4 TREES / 2,000 SF) 30,000 / 2,000 = 15 X 4 THE SITE (15.66 AC) MEETS TREE REQUIREMENTS. REPLACEMENT TREES WILL NOT BE REQUIRED	60	48 PROPOSED UNDERSTORY TREES (MG2) COUNTED @ 2:1 = 24 + 36 PINE TREES (PE) = 60 TREES			

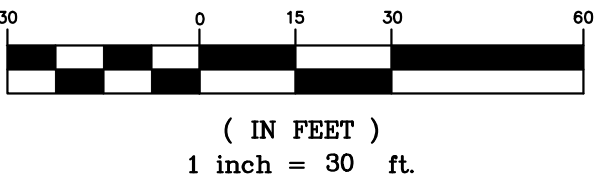
PLANT SYMBOLS LIST

- TREES:
- 32 - MG SOUTHERN MAGNOLIA (MAGNOLIA VIRGINIANA 'BRACKENS BROWN') B&B, 4" CALIPER, 14' HT., 2" CT, SINGLE LEADER
 - 46 - QV CATHEDRAL LIVE OAK (QUERCUS VIRGINIANA 'CATHEDRAL') B&B, 4" CALIPER, 16' HT., 6" CT, SINGLE UNCUT LEADER
 - 36 - PE SLASH PINE (PINUS ELIOTTII 'DENSE') B&B, 4" CALIPER, 12' HT., 3" CT, FULL
 - 68 - LI CRAPE MYRTLE (LAGERSTROEMIA INDICA 'TUSKEGEE') B&B, 12" HT. MIN., 4" CALIPER, MULTI-TRUNK 4-5 MAX.
 - 48 - MG2 SOUTHERN MAGNOLIA (MAGNOLIA VIRGINIANA 'LITTLE GEM') 65 GAL. MIN., 4" CALIPER, 12" HT. X 5' SPREAD MIN., 1" CT, 4" OC.
- UNDERSTORY TREES:
- 68 - LI CRAPE MYRTLE (LAGERSTROEMIA INDICA 'TUSKEGEE') B&B, 12" HT. MIN., 4" CALIPER, MULTI-TRUNK 4-5 MAX.
 - 48 - MG2 SOUTHERN MAGNOLIA (MAGNOLIA VIRGINIANA 'LITTLE GEM') 65 GAL. MIN., 4" CALIPER, 12" HT. X 5' SPREAD MIN., 1" CT, 4" OC.
- SCREEN SHRUBS:
- 70 - VO WALTERS VIBURNUM (VIBURNUM OBOVATUM 'WHORLED CLASS') 7 GAL. MIN., 24" HT. MIN., 36" OC, FULL, TO BE 3' HEIGHT IN 1 YEAR
- ORNAMENTAL SHRUBS AND GROUNDCOVERS:
- 70 - SA DWARF FIREBUSH (HAMAMELIA PATENS 'FIREFLY') 7 GAL. MIN., 24" HT. MIN., 15" SPREAD, 30" OC, FULL PLANT
 - 70 - LC DWARF YAUPOON (ILEX SCHILLINGS) 7 GAL. MIN., 24" HT. MIN., 18" SPREAD, 30" OC, FULL PLANT
 - 70 - JP COONTIE (ZAMIA PUMILA) 7 GAL., 24" HT. / 18" SPREAD, 30" OC, FULL PLANT
 - 70 - MC MUHLY GRASS (MUHLENBERGIA CAPILLARIS) 3 GAL., 24" HT. / 18" SPREAD, 30" OC, FULL PLANT
 - 70 - DT GAMMA GRASS (TRIPSACUM FLORIDANUM) 3 GAL., 24" HT. / 18" SPREAD, 30" OC, FULL PLANT
 - (AG) 70 - AG RHIZOMAL PERENNIAL PEANUT (ARACHIS GLABRATA 'ECOTURF') 1 GAL., 4" HT. / 12" SPREAD, 18" OC, FULL PLANT
 - SOD - ST. AUGUSTINE (STENOTAPHRUM SECUNDATUM) SOLID SOD

EX. TREE LEGEND

- MAPLE
- MAGNOLIA
- CRAPE MYRTLE
- HOLLY TREE
- PALM TREE
- OAK TREE
- PINE TREE
- CYPRESS

GRAPHIC SCALE



J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA00001476
5621 REVELWOOD LOOP, WINTER PARK, FL. 32792
PHONE: 407-719-2124 FAX: 407-671-6904

B.J'S WHOLESALE CLUB

CASSELBERRY EXCHANGE - 5800 SR 17-92
CASSELBERRY, FLORIDA

KITSON & PARTNERS

LANDSCAPE PLAN

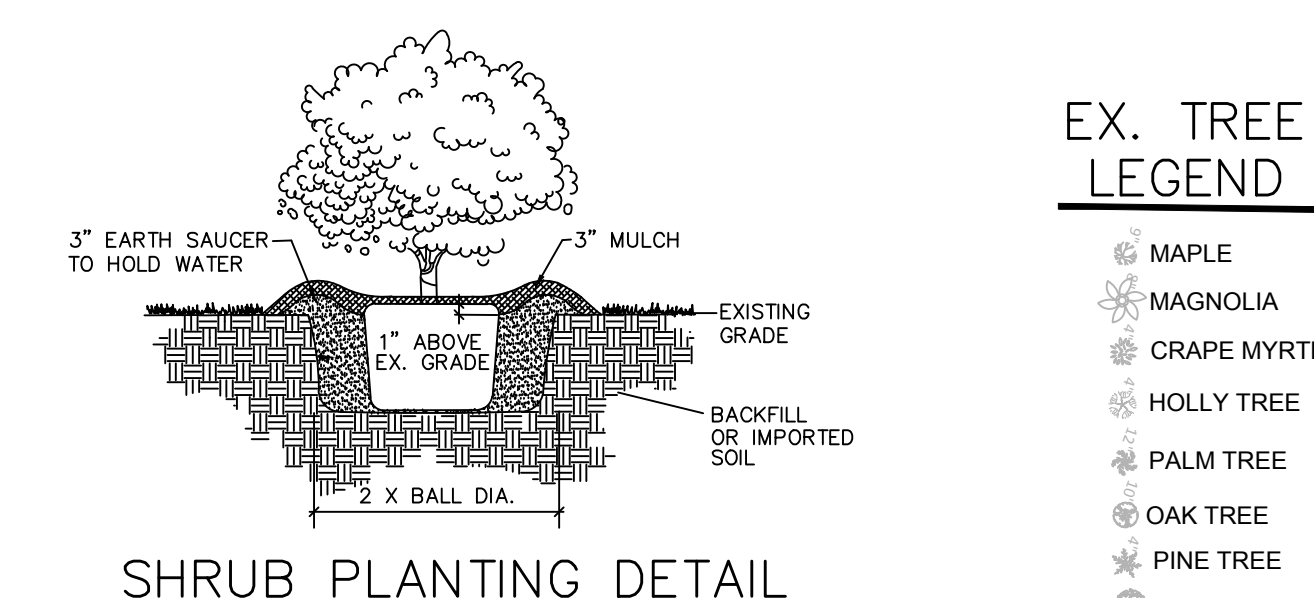
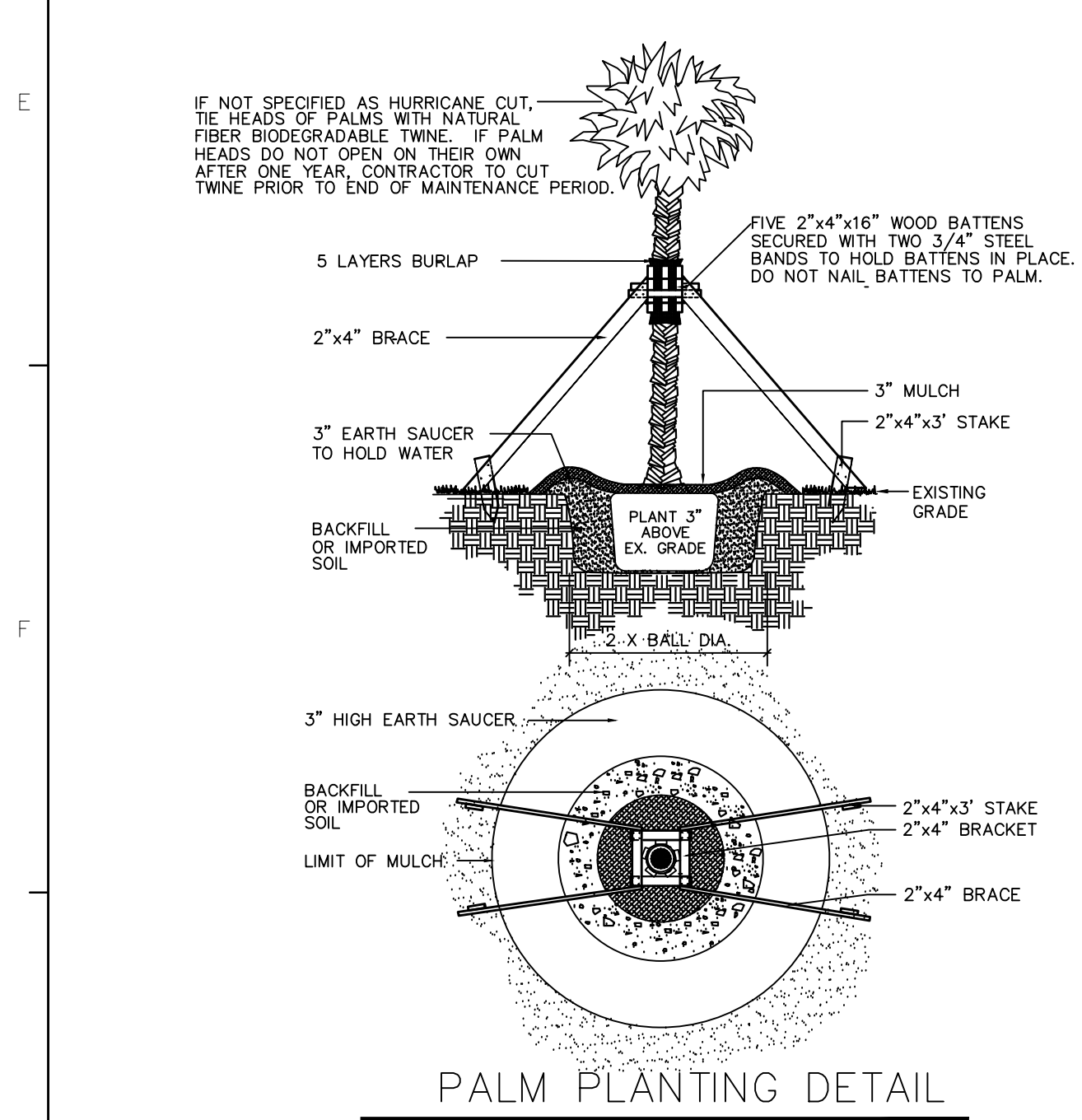
201 SOUTH BUMBY AVENUE
ORLANDO, FLORIDA 32803
PHONE: 407.895.3317 | WWW.NV5.COM

CERTIFICATE OF AUTHORIZATION # 20065



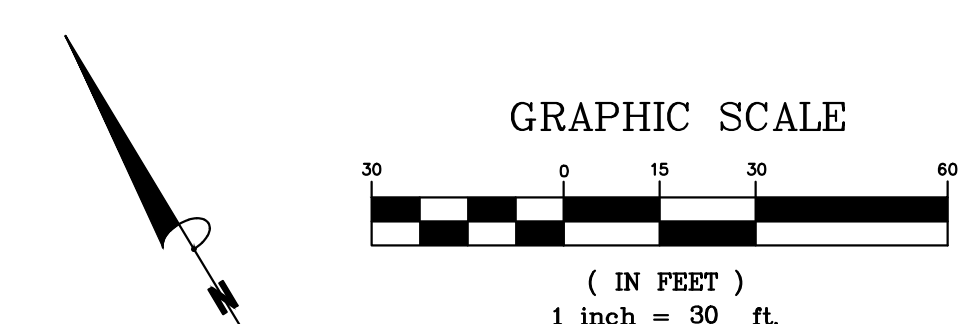
SHEET

L1.0



CASSELLBERRY LDC SECTIONS 3-13.7/3-14.7									
LANDSCAPING CALCULATION TABLE									
ULDR SECTION	LANDSCAPE AREA	TREES			SHRUBS			UNITS	
		PROVIDED	UNITS	TOTAL	PROVIDED	UNITS/SHRUB	TOTAL	+	-
2-7.27	NORTH ROW BUFFER 708 LF, 20' AVG. = 975 UNITS REQ'D. @ 120 UNITS/100 LF	59	10	590	385	1	385	975	+0
TABLE 3.13.7(C1)	EAST BUFFER 165 LF 1.65 X 120 = 198 UNIT TREES	10	10	120	78	1	78	198	+0
TABLE 3.13.7(C3)	WEST ROW BUFFER 730 LF, 20' AVG. = 876 UNITS REQ'D. @ 120 UNITS/100 LF	23	10	390	486 + EXISTING	1	486	876	+0
TABLE 3.13.7(C4)	SOUTH ROW BUFFER 874 LF, 20' AVG. = 980 UNITS REQ'D. @ 120 UNITS/100 LF	36	10	360	449 + EXISTING	1	449	809	+0
TABLE 3.13.7(C6)	77.436 SF PARKING AREA X 10% = 7,744 7,744/100 = 78 TREES REQUIRED	88	TREES EXIST.	68	PROPOSED UNDERSTORY TREES (LI) COUNTED @ 2: 1 = 34 + 16 LIVE OAK (QV) + 22 MAGNOLIA (MG) + 16 EXISTING OAKS = 88				
TABLE 3.13.7(C8)	NVOS IS < 30% = (4 TREES / 2,000 SF) 30,000 / 2,000 = 15 X 4	60	48	PROPOSED UNDERSTORY TREES (MG2) COUNTED @ 2:1 = 24 + 36 PINE TREES (PE) = 60 TREES					
3.14.7(2d)	THE SITE (15.66 AC) MEETS TREE REQUIREMENTS. REPLACEMENT TREES WILL NOT BE REQUIRED								

EXISTING TREES TO BE REMOVED						
SPECIES	DBH	QUANTITY		SPECIES	DBH	QUANTITY
OAK	10"	11		MAGNOLIA	8"	5
OAK	9"	4		MAGNOLIA	4"	1
OAK	8"	4		C. MYRTLE	4"	62
OAK	7"	2		PALM	12"	1
OAK	6"	2		MAPLE	9"	16

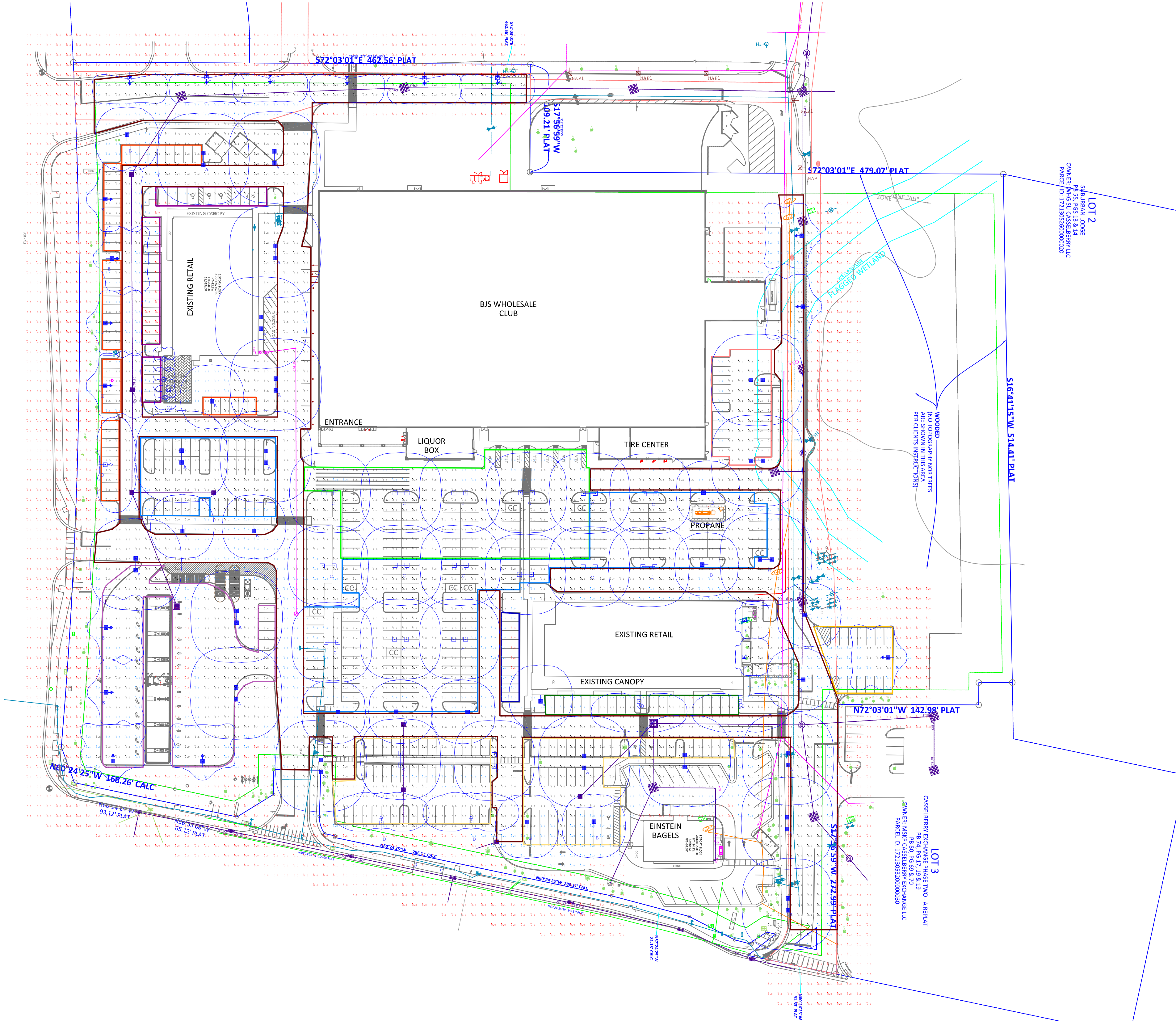


J. SCOTT LIBERTY, LANDSCAPE ARCHITECT
FLORIDA REGISTRATION NO. LA00001476
5621 REVELWOOD LOOP, WINTER PARK, FL. 32792
PHONE: 407-719-2124 FAX: 407-671-6904

REVISIONS		
REV #	DATE	BY:
1	5/11/23	TO
2	6/5/23	TO

BASED ON THE INFORMATION PROVIDED, ALL DIMENSIONS AND LUMINAIRE LOCATIONS SHOWN REPRESENT RECOMMENDED POSITIONS. THE ENGINEER AND/OR ARCHITECT MUST DETERMINE APPLICABILITY OF THE LAYOUT TO EXISTING OR FUTURE FIELD CONDITIONS.

THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS UTILIZING CURRENT INDUSTRY STANDARD LAMP RATINGS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRE MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS AND OTHER VARIABLE FIELD CONDITIONS.



OPTION 5

Calculation Summary								
Label	Avg	Max	Min	Avg/Min	Max/Min	PtSpctr	PtSpctb	
BJS MEMBERS ENTRANCE	2.5	3.5	1.6	1.6	2.2	10	10	
BJS PARKING	2.5	3.4	1.6	1.6	2.1	10	10	
BLDG 1 FRONT PARKING	1.4	3.0	0.3	4.8	10.0	10	10	
BLDG 1 PARKING	2.5	4.5	1.3	1.9	3.5	10	10	
BLDG 2 FRONT PARKING	2.0	3.5	0.9	2.2	3.9	10	10	
BLDG 2 PARKING	2.4	3.9	1.1	2.2	3.6	10	10	
BLDG 2 SIDE PARKING	1.1	1.7	0.6	1.8	2.8	10	10	
EMPLOYEE PARKING	2.3	3.1	1.5	1.6	2.1	10	10	
ENTRANCES AND DRIVES	2.3	4.0	0.7	3.2	5.7	10	10	
FUEL FACILITY	2.1	4.8	0.4	5.4	12.0	10	10	
OVERFLOW PARKING	1.8	4.6	1.1	1.6	4.2	10	10	

Luminaire Schedule							
WLS12282 CASSELBERRY EXCHANGE CASSELBERRY, FL PM: ROBBY PLEASE EMAIL ROBBY AT RUDASILL@WLSLIGHTING.COM FOR PRICING.							
Symbol	Qty	Label	Lumens	LLF	Description	lum. Watts	
	19	A	N.A.	0.900	WLS-C1-72-4K7-5QW-SLW 20' MOUNTING HEIGHT	72	
	14	B	N.A.	0.900	WLS-C1-72-4K7-5QW-SLW 20' MOUNTING HEIGHT	72	
	17	C	N.A.	0.900	WLS-C1-51-4K7-5QW-SLW 20' MOUNTING HEIGHT	51	
	5	D	N.A.	0.900	WLS-C1-72-4K7-3-SLW 20' MOUNTING HEIGHT	72	
	11	E	N.A.	0.900	WLS-C1-72-4K-4P-SLW 20' MOUNTING HEIGHT	72	
	2	F	N.A.	0.900	WLS-WP-B-WM-4MS-41-40K-SLW 10' MOUNTING HEIGHT	31	
	6	G	N.A.	0.970	WLS-C1-72-4K7-4W-BC-SLW 20' MOUNTING HEIGHT	72	
	5	NAPI	1	0.100	EXISTING LED FIXTURES	1	
	3	X4	3000	0.900	AAL-PROV-H5-GC-45W-LED 8' MOUNTING HEIGHT	45	

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CASSELBERRY EXCHANGE
CASSELBERRY, FL



CITY MANAGER M E M O R A N D U M

12.B.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Tentative Tax Rate and Voted Debt Millage Rate for Fiscal Year 2023/2024

Introduction: Consideration to set the tentative millage rate at 2.9000 mills and the voted debt millage rate at 0.7181 mills for Fiscal Year 2023/2024 (FY 2024) is requested.

Background: Pursuant to “TRIM” legislation, the City Commission is required to set the proposed millage rate for FY 2024 within thirty-five (35) days of certification of taxable value by the Property Appraiser. Form DR-420, Certification of Taxable Value, and form DR-420DEBT, Certification of Voted Debt Millage, must be delivered to the Property Appraiser with this information by August 4, 2023.

Form DR-420 advises of: a) prior year millage rate; b) current year proposed millage rate; c) current year roll-back millage rate pursuant to F.S. 200.065; and d) states the date, time and meeting place of the tentative budget hearing.

Form DR-420DEBT advises of the current year proposed voted debt millage rate levied under Section 12, Article VII of the State Constitution.

The proposed millage rate set at the July 24, 2023 City Commission meeting cannot be easily increased after certification to the Property Appraiser, but it can be decreased as part of the final budget adoption. The City Commission has set September 11, 2023 for a public hearing on the FY 2024 tentative budget and millage rate, and September 25, 2023 for final adoption.

Discussion: The City Commission held its budget workshop on Monday, July 10, 2023 and discussion ensued to determine the tentative millage rate and voted debt rate for FY 2024. Commission consensus at the workshop was to select 2.9000 as the tentative millage rate and 0.7181 as the voted debt millage rate.

By selecting 2.9000 mills, the City would collect \$723,745 in revenue above what the FY 2023 millage rate of 2.9000 mills yielded. At 2.9000, the millage is higher than the “roll back” rate of 2.6110. The FY 2024 gross levy would be \$673,167 more than at the “roll back” millage rate. Under Florida law despite having lowered the millage rate, the City would have to advertise before the final budget hearing and disclose that there was a tax increase.

Based on this directive, attached are drafts Form DR-420 and Form DR-420DEBT for FY 2024 consistent with the millage rates discussed at the Budget Workshop.

The millage requires a simple majority vote of the City Commission. Given formal approval of the 2.9000 millage rate and the 0.7181 voted debt millage rate, the forms will be executed and delivered to the Seminole County Property Appraiser. Should a different tentative rate be approved at the September 11th Commission meeting, revised forms will be created.

Budget Impact: The millage rate of 2.9000 will produce a tax levy of \$6,754,959 in property taxes but will yield only \$6,552,311 (97%) after taking into account early payer discounts and billing and collection costs.

The voted debt millage rate of 0.7181 will produce a tax levy of \$1,672,668 in voted debt taxes but will yield only \$1,622,488 (97%) after taking into account early payer discounts and billing and collection costs. This is sufficient to cover the Parks General Obligation Bond FY24 debt service payments. Revenue will be budgeted in the FY 2024 Adopted Budget in Debt Service Fund Special Assessments/Capital Improvements account 201-0000-325.10-00.

Recommendation: The City Manager and the Finance Director recommend approval to set the tentative millage rate at 2.9000 mills and the voted debt millage rate at 0.7181 mills for FY 2024 as required by the “TRIM” legislation.

Prepared by: CJ Kaawach, Senior Budget Accountant

Attachments:

1. Certification of Taxable Value DR 420 Forms (Draft)
2. Certification of Voted Debt Millage DR 420 Debt Forms (Draft)



CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : Seminole
Principal Authority : CITY OF CASSELBERRY	Taxing Authority : CITY OF CASSELBERRY

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	2,329,296,386	(1)
2.	Current year taxable value of personal property for operating purposes	\$		(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$		(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	2,329,296,386	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	17,803,314	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	2,311,493,072	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	2,079,728,916	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES	☐ NO	Number (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES	☐ NO	Number (9)
SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser:	Date :		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	2.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	6,031,214	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	535,694	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	5,495,520	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	206,773,738	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	2,104,719,334	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	2.6110	per \$1000	(16)
17.	Current year proposed operating millage rate	2.9000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	6,754,960	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 5,495,520	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			2.6110 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 6,081,793	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 6,754,960	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			2.9000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			11.07 %	(27)
First public budget hearing		Date :	Time :	Place :	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2023	County : SEMINOLE
Principal Authority : CITY OF CASSELBERRY	Taxing Authority : CITY OF CASSELBERRY
Community Redevelopment Area : Casselberry (C2)	Base Year : 1995

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	309,220,082	(1)
2.	Base year taxable value in the tax increment area	\$	91,647,980	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	217,572,102	(3)
4.	Prior year Final taxable value in the tax increment area	\$	286,294,686	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	194,646,706	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/21/2023 2:06 PM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.	95.00 %		(6a)
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	206,693,497	(6b)
6c.	Amount of payment to redevelopment trust fund in prior year	\$	535,694	(6c)
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7a)
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000	per \$1,000	(7b)
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7c)
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7d)
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7e)

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : JAMES R. NEWLON, CITY MANAGER		Contact Name and Contact Title : GLADY MIR ORTEGA, FINANCE DIRECTOR	
	Mailing Address : 95 TRIPLET LAKE DR		Physical Address : 95 TRIPLET LAKE DR	
	City, State, Zip : CASSELBERRY, FL 32707		Phone Number : 4072627700 ext. 1131	Fax Number : 4072627746



CERTIFICATION OF VOTED DEBT MILLAGE

DR-420DEBT
R. 6/10
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : Seminole
Principal Authority : CITY OF CASSELBERRY	Taxing Authority : CITY OF CASSELBERRY
Levy Description : VOTED DEBT	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$ 2,329,296,386	(1)
2.	Current year taxable value of personal property for operating purposes	\$	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$ 0	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$ 2,329,296,386	(4)
SIGN HERE	Property Appraiser Certification I certify the taxable values above are correct to the best of my knowledge.		
	Signature of Property Appraiser :		Date :

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	.7181	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	.0000	per \$1,000	(6)
SIGN HERE	Taxing Authority Certification I certify the proposed millages and rates are correct to the best of my knowledge.			
	Signature of Chief Administrative Officer :		Date :	
	Title :	Contact Name and Contact Title :		
	Mailing Address :	Physical Address :		
	City, State, Zip :	Phone Number :	Fax Number :	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.

All TRIM forms for taxing authorities are available on our website at <http://floridarevenue.com/property/Pages/TRIM.aspx>



CITY MANAGER M E M O R A N D U M

12.C.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Board Appointments - Planning and Zoning Commission and Charter Review Advisory Committee

Introduction: Applications are being presented for consideration for appointment to the Planning and Zoning Commission and to the Charter Review Advisory Committee.

Background: Planning and Zoning Commission

The Planning and Zoning Commission consists of seven (7) members and one (1) alternate member who serve two (2) year terms. In 2022, the City Commission decided not to fill the alternate member position since there were no quorum issues as a result of the alternate position remaining vacant for an extended period of time. Board members are limited to three (3) consecutive terms on a board. Appointments to fill unexpired terms do not count as a member's first term.

Charter Review Advisory Committee

The Charter Review Advisory Committee, established via Resolution 23-3356, consists of five (5) members. Each of the five (5) members of the City Commission shall appoint one (1) member to the Committee. The appointments shall be announced and spread upon the minutes of the meeting at which the appointments are made. The members shall serve for the duration of the Committee, which will be deemed disbanded and existence terminated upon consideration and acceptance of the findings and recommendations of the Charter Review Advisory Committee by the City Commission. The Committee shall present its final report and written recommendations no later than January 22, 2024.

Discussion: Planning and Zoning Commission

The current vacancy on the Planning and Zoning Commission is due to the resignation of Jim Burnett earlier this month because he is moving out of the City. Mr. Burnett's term expires on January 31, 2024. Applications on file to date from those who have expressed an interest in serving on the Planning and Zoning Commission are from Deborah Connelly, Robert Phillips, Nancy Rudner, Caroyne Stanley, and Rosemary Stevens.

Charter Review Advisory Committee

Pursuant to Resolution 23-3356, the following individuals have been appointed by the City Commission to the Charter Review Advisory Committee:

Andy Searles by Mayor David Henson

Nancy Divita by Vice Mayor Mark Busch

Emily Everetts by Commissioner Chad Albritton

Charlene Glancy by Commissioner Andrew Meadows

Kinsey Lallathin by Commissioner Anthony Aramendia

Budget Impact: This item has no impact to the budget.

Recommendation: The City Manager and the City Clerk recommend the City Commission consider one (1) appointment to the Planning and Zoning Commission to fill the unexpired regular term effective through January 31, 2024, and to announce publicly the appointments to the Charter Review Advisory Committee.

Prepared by: Donna Gardner, City Clerk

Attachments:

1. Board Application - Connelly, Deborah
2. Board Application - Phillips, Robert
3. Board Application - Rudner, Nancy
4. Board Application - Stanley, Carolyn
5. Board Application - Stevens, Rosemary
6. Board Application - Divita, Nancy
7. Board Application - Everetts, Emily
8. Board Application - Glancy, Charlene
9. Board Application - Lallathin, Kinsey_Redacted
10. Board Application - Searles, Andy

Print

2023 Volunteer Board Appointment Application - Submission #8814

Date Submitted: 10/26/2022

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*

Deborah

Last Name*

Connelly

Home Address*

767 Spanish Moss Drive

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*

Casselberry

State*

FL

Zip*

32707

Primary Phone*

215-852-6429

Email Address*

debbieconnelly13@gmail.com

Employer

Retired

How Long

2 years

Business Address

767 Spanish Moss Drive

Street Address (No P.O. Boxes)

Suite or Apartment Number

City

State

Zip

Business Phone

Position/Occupation

Brief Summary of Education and Work Experience

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☒ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☒ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☒ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☒ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☒ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Please select the PRIMARY Board you wish to be considered for*

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Have you ever served on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, what is your Precinct Number?

45

If yes, which Boards and when?

None

If yes, please provide the name of the entity.

None

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

None

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

I have been retired for 2 years and have been wanting to give back and have decided this would be a great way to get involved in our city

Interests/Activities

Gardening. I read books for entertainment.

Why do you desire to serve on this/these Board(s)?

Great way to get started in getting involved in the city operations.

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

Choose File No file chosen

THIS APPLICATION IS ONLY EFFECTIVE UNTIL 12/31/2023. Please call, write or email the City Clerk's Office to advise of any changes. Applications are submitted to the City Commission when vacancies occur throughout the year. If you are not selected by 12/31/2023, you will need to fill out a new application to be considered in 2024.

Board Members serve at the pleasure of the City Commission and may be removed with or without cause upon motion and majority vote of the City Commission. Your signature below waives any right under Florida Statutes Section 112.501 to removal for cause and a hearing before removal.

All Boards and their members must function in accordance with provisions of the City Charter, City Code and Florida Laws, including GOVERNMENT IN THE SUNSHINE and the requirement for financial disclosure for certain boards. I understand the responsibilities associated with being a Board member, and affirm that I have adequate time to serve on the above board(s).

CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*
☒ I agree.

Signature*

Date*

Deborah Lee Connelly	10/26/2022
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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print

2023 Volunteer Board Appointment Application - Submission #9292

Date Submitted: 1/12/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*	Last Name*
Robert	Phillips

Home Address*

251 S. Triplet Lake Drive

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*	State*	Zip*
Casselberry	FL	32707

Primary Phone*	Email Address*
321-689-6462	rmphill929@gmail.com

Employer	How Long
Agape' Benefits Consulting LLC	8.5 years

Business Address

1 Purlieu Place

Street Address (No P.O. Boxes)

Suite or Apartment Number

Suite 240

City

Winter Park

State

FL

Zip

32792

Business Phone

888-778-2443

Position/Occupation

consultant/owner

Brief Summary of Education and Work Experience

FSU Law Degree (JD) '96; business owner and leader past 27 years;

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☒ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☐ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☐ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☐ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☐ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Please select the PRIMARY Board you wish to be considered for*

Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)



NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes



Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

16 years

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, what is your Precinct Number?

57

Have you ever served on a City Board?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, which Boards and when?

P&Z served 3 terms ending in January 2022

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, please provide the name of the entity.

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Casselberry P&Z commission and chair for 3 terms; Casselberry baseball coach for 17 years; Mayor's advisory Board 2010-2016

Interests/Activities

feeding hungry kids; www.MyNeighborsChildren.org and www.NoChildHungry.net are 2 sister humanitarian mission organizations that I have been Board Chair for since 2013. Through our volunteers and partners, we provide food, education and healthcare to thousands of children throughout the world and around the corner

Why do you desire to serve on this/these Board(s)?

I have been a Casselberry city resident since January 2007 and before that lived in unincorporated Seminole off Howell Branch road just outside Casselberry city limits since 1986. This has long been my home, will be for the foreseeable future. I wish to add to the City's momentum to help protect and make it more beautiful. I previously served 3 terms, much of that as Chair, had to sit out since there is a 3 consecutive term limit. Hoping to re-join my peers on the dais.

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

Choose File No file chosen

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All Boards and their members must function in accordance with provisions of the City Charter, City Code and Florida Laws, including GOVERNMENT IN THE SUNSHINE and the requirement for financial disclosure for certain boards. I understand the responsibilities associated with being a Board member, and affirm that I have adequate time to serve on the above board(s).

CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*
☒ I agree.

Signature*

Robert S. Phillips, II

Date*

1/12/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print

2023 Volunteer Board Appointment Application - Submission #9487

Date Submitted: 2/12/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*	Last Name*
Nancy	Rudner

Home Address*

558 Queens Mirror Cir, Casselberry, FL 32707

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*	State*	Zip*
Casselberry	FL	32707

Primary Phone*	Email Address*
14073509896	NANCY.RUDNER@GMAIL.COM

Employer	How Long
University of Alabama Birmingham	2 years

Business Address

Street Address (No P.O. Boxes)

Suite or Apartment Number

I work remotely from home in Casselberry

City

Birmingham

State

AL

Zip

Business Phone

4073509896

Position/Occupation

associate professor, nurse

Brief Summary of Education and Work Experience

Licensed as nurse (RN), nurse practitioner, (APRN). Have worked as a nurse practitioner and educator for over 20 years. Have a doctorate in public health, masters degree in public health, masters in nursing, and have taken business courses. Active in community organizations for several years. Owned a small consulting business, provided employee health coaching and program evaluations. Have worked in managed care and in large corporations.

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☒ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☒ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☒ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☒ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☒ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

where needed. Primary- Trees. Second- Parks and Rec

Please select the PRIMARY Board you wish to be considered for*

Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)



NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes



Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

4 years

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, what is your Precinct Number?

040

Have you ever served on a City Board?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, which Boards and when?

Maitland Parks and Rec Advisory Board, Library board.
Casselberry Lakes Advisory board 2020

Are you employed by a government entity?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, please provide the name of the entity.

state of Alabama

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Had been on board of League of Women Voters previously and AARP advisory council. Provide health care to the uninsured at Shepherds Hope (volunteer). Am volunteer with Lake Watch and collect water samples for Queens Mirror Lake.

Interests/Activities

kayaking, biking, gardening

Why do you desire to serve on this/these Board(s)?

Serve community and help Casselberry become an even better place for everyone

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

Nancy Rudner DrPH RN resume 2021.docx

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Electronic Signature Agreement

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Electronic Signature*
☒ I agree.

Signature*

nancy rudner

Date*

2/12/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print**2023 Volunteer Board Appointment Application - Submission #9323****Date Submitted: 1/16/2023**

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*

Carolyn

Last Name*

Stanley

Home Address*

215 Shady Holw

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*

Casselberry

State*

FL

Zip*

32707

Primary Phone*

407-734-3933

Email Address*

Carolyn@v3capital.com

Employer

V 3 Capital Group

How Long

Since 9/2017

Business Address

496 S. Hunt Club Blvd

Street Address (No P.O. Boxes)

Suite or Apartment Number

City

State

Zip

Business Phone

Position/Occupation

Brief Summary of Education and Work Experience

I've worked in the Central Florida commercial real estate industry since 2015 with asset property management, development zoning/permits, and acquisitions. Prior to that I worked 8 years in Central Florida construction industry mainly overseeing Publix remodels. I also have a Bachelor's degree in Finance from UCF and hold an active real estate license. I've been a resident of Casselberry since 2016 and love our community.

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☒ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☐ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☐ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☐ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☐ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Please select the PRIMARY Board you wish to be considered for*

Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.) ▼

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

Are you a registered voter in Seminole County?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, what is your Precinct Number?

Have you ever served on a City Board?*

No

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, which Boards and when?

Are you employed by a government entity?*

No

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, please provide the name of the entity.

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No

Press the down arrow key to access the values available for this field or start typing to filter the values

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Do you own property in the City of Casselberry?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you currently serving on a City Board?*

No

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Volunteered with the Casselberry Garden District enactment. I am a member of CREW, commercial real estate for women, and currently serve as a volunteer on the Special Events Committee. I also adopted 2 kids from the State.

Interests/Activities

I enjoy travel, photography, art, music, board games, and nature. I'm married with 2 dogs and 2 kids.

Why do you desire to serve on this/these Board(s)?

I want others to see Casselberry the way I see it. Casselberry is very underrated in value across Central Florida. Our rather small city offers so much, but few outside of our residents know this, and then even then some locals don't. I think if we can attract and retain the right businesses through zoning, we'll continue to be a better community and show how far we've come.

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

Choose File

No file chosen

THIS APPLICATION IS ONLY EFFECTIVE UNTIL 12/31/2023. Please call, write or email the City Clerk's Office to advise of any changes. Applications are submitted to the City Commission when vacancies occur throughout the year. If you are not selected by 12/31/2023, you will need to fill out a new application to be considered in 2024.

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All Boards and their members must function in accordance with provisions of the City Charter, City Code and Florida Laws, including GOVERNMENT IN THE SUNSHINE and the requirement for financial disclosure for certain boards. I understand the responsibilities associated with being a Board member, and affirm that I have adequate time to serve on the above board(s).

CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*
☒ I agree.

Signature*

Carolyn B. Stanley

Date*

1/16/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print

2023 Volunteer Board Appointment Application - Submission #9318

Date Submitted: 1/15/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*	Last Name*
Rosemary	Stevens

Home Address*

250 s Embrey

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*	State*	Zip*
Casselberry	Florida	32707

Primary Phone*	Email Address*
4072523143	Dodiesdeals@aol.com

Employer	How Long
Retired	10 years

Business Address

Street Address (No P.O. Boxes)

Suite or Apartment Number

City

State

Zip

Business Phone

Position/Occupation

Brief Summary of Education and Work Experience

BA psychology, retired from Airline. Former business owner

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☒ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☒ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☒ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☒ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☐ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Please select the PRIMARY Board you wish to be considered for*

Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

25 years

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Have you ever served on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, what is your Precinct Number?

Library

If yes, which Boards and when?**If yes, please provide the name of the entity.**

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Volunteer on political campaigns

Interests/Activities

Walking, family, crafting

Why do you desire to serve on this/these Board(s)?

To serve the community

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

 No file chosen

THIS APPLICATION IS ONLY EFFECTIVE UNTIL 12/31/2023. Please call, write or email the City Clerk's Office to advise of any changes. Applications are submitted to the City Commission when vacancies occur throughout the year. If you are not selected by 12/31/2023, you will need to fill out a new application to be considered in 2024.

Board Members serve at the pleasure of the City Commission and may be removed with or without cause upon motion and majority vote of the City Commission. Your signature below waives any right under Florida Statutes Section 112.501 to removal for cause and a hearing before removal.

All Boards and their members must function in accordance with provisions of the City Charter, City Code and Florida Laws, including GOVERNMENT IN THE SUNSHINE and the requirement for financial disclosure for certain boards. I understand the responsibilities associated with being a Board member, and affirm that I have adequate time to serve on the above board(s).

CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*
☒ I agree.

Signature*

Rosemary Stevens

Date*

1/15/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print

2023 Volunteer Board Appointment Application - Submission #10938

Date Submitted: 7/19/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*

Nancy

Last Name*

Divita

Home Address*

2514 Civitas Place

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*

Casselberry

State*

FL

Zip*

32707

Primary Phone*

4073246626

Email Address*

nancy.divita@anytimefitness.com

Employer

Anytime Fitness

How Long

9 yrs

Business Address

3950 S US Hwy 17-92, Suite 2024

Street Address (No P.O. Boxes)

Suite or Apartment Number

City

Casselberry

State

FL

Zip

32707

Business Phone

4076364000

Position/Occupation

Owner

Brief Summary of Education and Work Experience

9 years as a business owner of a business located in Casselberry, MBA from Crummer Graduate School of Business (Rollins), 20 years experience mid-upper management with Fortune 100 companies, Senior Claims Law Associate Designation, Estate Planning Designation

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☐ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☒ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☐ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☐ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☒ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Charter Review Committee

Please select the PRIMARY Board you wish to be considered for

-- Select One --

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

9 years 7 months

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Have you ever served on a City Board?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Prior volunteer consulting for Kids House Seminole and WMFE; Prior appointment to Casselberry Charter Review Committee, Casselberry Parks & Rec Advisory Board, and Casselberry Planning and Zoning Commission;

If yes, what is your Precinct Number?

48

If yes, which Boards and when?

P&Z, PARB, Charter Review

If yes, please provide the name of the entity.

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Interests/Activities

Working out, home improvement, financial planning, volunteering

Why do you desire to serve on this/these Board(s)?

To be actively engaged in the community that I selected for my businesses and to be a resident of. To be a part of Casselberry becoming the best city in central Florida!

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

No file chosen

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Board Members serve at the pleasure of the City Commission and may be removed with or without cause upon motion and majority vote of the City Commission. Your signature below waives any right under Florida Statutes Section 112.501 to removal for cause and a hearing before removal.

All Boards and their members must function in accordance with provisions of the City Charter, City Code and Florida Laws, including GOVERNMENT IN THE SUNSHINE and the requirement for financial disclosure for certain boards. I understand the responsibilities associated with being a Board member, and affirm that I have adequate time to serve on the above board(s).

CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*

☒ I agree.

Signature*

Nancy C Divita

Date*

7/19/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print

2023 Volunteer Board Appointment Application - Submission #10942

Date Submitted: 7/19/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*

Emily

Last Name*

Everetts

Home Address*

650 Kenwick Cir

Street Address (No P.O. Boxes)

Suite or Apartment Number

Apt 104

City*

Casselberry

State*

Florida

Zip*

32707

Primary Phone*

3868711259

Email Address*

emily.everetts@gmail.com

Employer

Aspire Communications

How Long

6 months

Business Address

41 skyline dr

Street Address (No P.O. Boxes)

Suite or Apartment Number

Suite 1001

City

Lake Mary

State

Florida

Zip

32746

Business Phone

3868711259

Position/Occupation

Office Manager

Brief Summary of Education and Work Experience

B.S. in Public Relations with a minor in Psychology from University of Florida
8 years of office management within the legal, corporate and telecommunications sector.
Great attention to detail

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☐ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☐ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☒ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☐ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☒ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Charter committee

Please select the PRIMARY Board you wish to be considered for

Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

5.5 years

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Have you ever served on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Do you own property in the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Multiple years within PTA in our community; Casselberry Elem PTA, South Seminole PTA, Seminole County PTA. Led multiple PTAs to recognition on the county, state and national level.
Currently VP of Outreach with Florida kaleidoscope pta
Championed live streaming for city of the casselberry residents and stakeholders

If yes, what is your Precinct Number?

31?

If yes, which Boards and when?**If yes, please provide the name of the entity.**

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Interests/Activities

Making our city and community better
Spending time with my family
Going to concerts

Why do you desire to serve on this/these Board(s)?

I love my city and want to continue to make it better for all residents.

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

No file chosen

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Board Members serve at the pleasure of the City Commission and may be removed with or without cause upon motion and majority vote of the City Commission. Your signature below waives any right under Florida Statutes Section 112.501 to removal for cause and a hearing before removal.

All Boards and their members must function in accordance with provisions of the City Charter, City Code and Florida Laws, including GOVERNMENT IN THE SUNSHINE and the requirement for financial disclosure for certain boards. I understand the responsibilities associated with being a Board member, and affirm that I have adequate time to serve on the above board(s).

CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*

☒ I agree.

Signature*

Emily Nicole Everetts

Date*

7/19/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print

2023 Volunteer Board Appointment Application - Submission #10917

Date Submitted: 7/18/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*

Charlene

Last Name*

Glancy

Home Address*

210 Northeast Triplet Drive

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*

Casselberry

State*

Florida

Zip*

32707

Primary Phone*

407-929-4864

Email Address*

charleneglancy@gmail.com

Employer

self - Rhythm & Smooth Ballroom and Venue

How Long

6 years

Business Address

3950 South US Hwy 17-92

Street Address (No P.O. Boxes)

Suite or Apartment Number

2000

City

Casselberry

State

FL

Zip

32707

Business Phone

407-929-4864

Position/Occupation

Owner

Brief Summary of Education and Work Experience

Realtor 18 years 1990 - 2008
Mayor, City of Casselberry 2008 - 2020
Business Owner - 2017 - 2023

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☐ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☐ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☐ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☐ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☒ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Charter Review Advisory Board

Please select the PRIMARY Board you wish to be considered for

City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

26 years

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Have you ever served on a City Board?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Please provide details of your community involvement activities.

If yes, what is your Precinct Number?**If yes, which Boards and when?**

Code Enforcement Board 2006 - 2008ish, and Charter Review Advisory Board 2007 ish

If yes, please provide the name of the entity.

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Interests/Activities

Please list your interests and activities.

Why do you desire to serve on this/these Board(s)?

Given my history in serving the Casselberry Community, I am happy to participate in the review of the City's Charter and offer opinion and/or recommendations.

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

No file chosen

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CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*

☒ I agree.

Signature*

Charlene Glancy

Date*

7/18/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Print

2023 Volunteer Board Appointment Application - Submission #10941

Date Submitted: 7/19/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*

Kinsey

Last Name*

Lallathin

Home Address*

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*

Casselberry

State*

FL

Zip*

32707

Primary Phone*

Email Address*

Employer

All-In Construction Services LLC

How Long

5 years

Business Address

761 Ciara Creek Cove

Street Address (No P.O. Boxes)

Suite or Apartment Number

City

Longwood

State

FL

Zip

32750

Business Phone

407-260-0018

Position/Occupation

Business Development

Brief Summary of Education and Work Experience

BA Degree from UCF. Some MBA Course work at Nova Southeastern University.
15 years experience in Public Relations, Marketing, Business Development.
Past President of the Casselberry Chamber of Commerce. Current and Past Board Member of Casselberry Chamber of Commerce. Past member of Parks & Rec Citizen Advisory Board.
Past employee of City of DeLand for City Marketing & Events (2 Years). Casselberry homeowner and resident for 11 years.
Member of the Casselberry Historic Society. Friends of Park Volunteer.

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☐ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☐ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☐ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☐ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☒ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Charter Advisory

Please select the PRIMARY Board you wish to be considered for

-- Select One --

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

11 years

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Have you ever served on a City Board?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

See above

If yes, what is your Precinct Number?**If yes, which Boards and when?****If yes, please provide the name of the entity.**

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Interests/Activities

Community, Events, Fitness, Music, Real Estate, Professional Development

Why do you desire to serve on this/these Board(s)?

I'm proud of our current City and our history. I believe in the investment in our community. I believe in public service. I believe in democracy and love the impact local government can make in the lives of our residents. I'm happy to be a part of the process.

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

No file chosen

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CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

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Electronic Signature*

☒ I agree.

Signature*

Kinsey Lallathin

Date*

7/19/2023

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Print

2023 Volunteer Board Appointment Application - Submission #10918

Date Submitted: 7/18/2023

2023 Volunteer Board Appointment Application

This Application Form is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.

If you are interested in serving on an appointed City Board, Commission or Committee, please complete this form in its entirety.

First Name*

Andy

Last Name*

Searles

Home Address*

1340 QUEEN ELAINE DR

Street Address (No P.O. Boxes)

Suite or Apartment Number

City*

CASSELBERRY

State*

FL

Zip*

32707

Primary Phone*

14074055055

Email Address*

Andy@OurChurchTogether.com

Employer

Church Together

How Long

9 years

Business Address

PO BOX 180356

Street Address (No P.O. Boxes)

Suite or Apartment Number

City

CASSELBERRY

State

Florida

Zip

32718

Business Phone

407 405 5055

Position/Occupation

Pastor

Brief Summary of Education and Work Experience

I was born, raised, and educated in the UK; I have been a Pastor for my working career and am involved in leading and serving at many different non-profit and social entrepreneurial projects. My wife and I have lived in the city for 23 years, raised our children here, and love our community. I serve on the Board of Leadership Semionle and other community development boards.

Please include highest level achieved and any degrees earned as well as any professional licenses or vocational certificates, etc.

Please check the Board(s) you are interested in serving on*

- ☐ Planning and Zoning Commission/Land Planning Agency (Meets 2nd Wednesday of Each Month at 6:30 p.m.)
- ☐ Police Officers' and Firefighters' Pension Board of Trustees (Meets Quarterly Each Year at 10:00 a.m.)
- ☐ Parks and Recreation Advisory Board (Meets 2nd Tuesday of Each Month at 6:30 p.m.)
- ☐ City Tree Advisory Committee (Meets Quarterly Each Year at 4:30 p.m.)
- ☒ Other (Please List in Box Below)

If 'Other' was Selected, Please List the Desired Board Here.

Charter Review Advisory Committee

Please select the PRIMARY Board you wish to be considered for

-- Select One --

NOTE: Members of the Planning and Zoning Commission/Land Planning Agency Board and the Police Officers' and Firefighters' Pension Board of Trustees Board are REQUIRED to file detailed Financial Disclosure Forms annually.

Are you a City of Casselberry resident?*

Yes

Press the down arrow key to access the values available for this field or start typing to filter the values

If yes, how long have you been a resident?*

23 Years

Are you a registered voter in Seminole County?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Have you ever served on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Are you employed by a government entity?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Potential Conflict of Interest: Do you do business, or are you engaged in the management of any business enterprise that has a financial interest with the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Do you own property in the City of Casselberry?*

Yes ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Community Involvement

Coordinate local churches to serve the community with Parks and Rec (Events) and Neighbor to Neighbor projects, with Code Compliance. I have previously served on the Business Advisory board and the Superintendent Search Committee. I am on the Board of the Leadership Seminole and host the Annual Leadership Summit. I am a Chaplain for the Casselberry Police Department

If yes, what is your Precinct Number?

Unsure

If yes, which Boards and when?**If yes, please provide the name of the entity.**

If you answered yes, please give details, including the name of the enterprise, the nature of the business and the position you hold.

My church rents meeting space from the City. I also serve as a volunteer Chaplain at the police department

Are you currently serving on a City Board?*

No ▼

Press the down arrow key to access the values available for this field or start typing to filter the values

Interests/Activities

Soccer. Reading. People. Community Development

Why do you desire to serve on this/these Board(s)?

I am excited about the future of our Casselberry community and am keen to ensure that we grow in healthy ways that respect and value those in our diverse community.

A resume or a document with additional information you wish to provide may be uploaded, if you so desire, but is not required.

No file chosen

THIS APPLICATION IS ONLY EFFECTIVE UNTIL 12/31/2023. Please call, write or email the City Clerk's Office to advise of any changes. Applications are submitted to the City Commission when vacancies occur throughout the year. If you are not selected by 12/31/2023, you will need to fill out a new application to be considered in 2024.

Board Members serve at the pleasure of the City Commission and may be removed with or without cause upon motion and majority vote of the City Commission. Your signature below waives any right under Florida Statutes Section 112.501 to removal for cause and a hearing before removal.

All Boards and their members must function in accordance with provisions of the City Charter, City Code and Florida Laws, including GOVERNMENT IN THE SUNSHINE and the requirement for financial disclosure for certain boards. I understand the responsibilities associated with being a Board member, and affirm that I have adequate time to serve on the above board(s).

CERTIFICATE OF APPLICANT: I hereby certify that all the statements made on this Volunteer Board Application Form are true and correct. I understand that any false statements or omissions from this Volunteer Board Application form may be cause for my application not to be considered by the City Commission.

Electronic Signature Agreement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

Electronic Signature*

☒ I agree.

Signature*

Andy J Searles

Date*

7/18/2023

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



CITY MANAGER M E M O R A N D U M

14.A.

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: July 24, 2023
Subject: Procurement Information Report for the Period June 1, 2023 through June 30, 2023

Introduction: A list of contracts, task orders, amendments, and/or emergency procurements issued, approved and signed by the City Manager or Procurement Manager, as applicable, from June 1, 2023 through June 30, 2023 is submitted for the record.

Background: Pursuant to Section 3.0(B)(8) of the Procurement Policy, the City Manager or designee shall provide monthly reports to the City Commission on various procurement activities either as an informational item on the agenda or via electronic communication. The report sets forth all awards for all Agreements, Contracts, Task Authorizations, and/or Amendments approved and executed by the City Manager, Procurement Manager, or designee. When applicable, pursuant to Section 5.5 of the Procurement Policy, the City Manager shall report to the City Commission emergency procurements exceeding his purchasing authority threshold at their next City Commission meeting.

Discussion: Pursuant to the City Purchasing Policy, please find a report outlining the various procurement activities for the month of June 2023.

Budget Impact: There is no impact to the City budget.

Recommendation: The City Manager recommends acceptance of the Procurement Information Report for the stated period.

Prepared by: Fernando Lopes, Procurement Specialist

Attachments:

1. June 2023 Procurement Information Report



City of Casselberry
Procurement and Contract Management Division
 95 Triplet Lake Drive
 Casselberry, Florida 32707
 Phone: (407) 262-7700 Ext. 1142

Monthly Procurement Information Report

Coverage Period: June 2023

Commission Meeting Date: July 24, 2023

Department / Division / Office	Vendor / Contractor Name	Procurement / Contract Description	Contract Number	Type of Approval	Approved By	Approval Date	Amount
Public Works & Utilities	Cathcart Construction Company	PW 2220 windward Square Service Line Replacement (Change Order No. 2 - Deduct)	RFP-2022-0912	Term	James R. Newlon	6/1/2023	(\$21,530.00)
Public Works & Utilities	Brightview Landscaping Services, Inc.	Grounds Maintenance Services - Medians (Increase Annual Compensation and add 1040 7th Street Location)	RFP-2023-1007	Term	James R. Newlon	6/12/2023	\$21,600.00
Recreation	Juan Carlos Salazar	Lake Concord Music in the Park (Saturday, October 7, 2023)	EX-2023-1060	One Time	Cheryl Olson	6/14/2023	\$1,200.00
Community Development	Stantec Consulting Services Inc.	Surveying, GIS and Infrastructure Asset Management (Groundwater Monitoring and Declaraton of Retrictive Covenant)	SOQ-2018-0273	Term	James R. Newlon	6/9/2023	\$44,891.00
Public Works & Utilities	GAI Consultants, Inc	Professional Services for Continuing Contract for Park Planning and Design Projects (Amendment No. 2 to renew term)	SOQ-2018-0353	Term	James R. Newlon	6/22/2023	\$0.00
Public Works & Utilities	SK Consortium, Inc.	Professional Services for Continuing Contract for Park Planning and Design Projects (Amendment No. 2 to renew term)	SOQ-2018-0353	Term	James R. Newlon	6/22/2023	\$0.00
Public Works & Utilities	Stantec Architecture, Inc.	Professional Services for Continuing Contract for Park Planning and Design Projects (Amendment No. 1 to renew term)	SOQ-2018-0353	Term	James R. Newlon	6/22/2023	\$0.00
Administration	CivicPlus	Technology Solutions, products and Services - TIPS (Amendment No. 1 to add CivicOptimize)	PBA-2023-0971	Term	James R. Newlon	6/26/2023	\$12,581.25
Public Works & Utilities	CPH Consulting LLC	Professional Services for Continuing Contract for Park Planning and Design Projects (Amendment No. 3 to renew term)	SOQ-2018-0353	Term	James R. Newlon	6/27/2023	\$0.00
						APPROVALS TOTAL:	\$58,742.25
Public Works & Utilities	Wharton-Smith	PW2111 - Lake Concord Art House Deduct OCO No. 22 - Contingency Funding realignment within Purchase Order	SOQ-2021-0715	Term	James R. Newlon	5/24/2023	\$0.00
Police Department	Clancy & Theys Construction Company	Police Department Headquarters - OCO No. 31 - Schedule of Values Reallocation Within GMP	SOQ-2021-0714	Term	James R. Newlon	6/8/2023	\$0.00
Police Department	Clancy & Theys Construction Company	Police Department Headquarters - OCO No. 32 - Schedule of Values Reallocation Within GMP	SOQ-2021-0714	Term	James R. Newlon	6/8/2023	\$0.00
Public Works & Utilities	Wharton-Smith	PW2111 - Lake Concord Art House OCO No. 23 - 60 days Schedule Extension due to Roof top Unit (RTU)	SOQ-2021-0715	Term	James R. Newlon	6/19/2023	\$0.00
Public Works & Utilities	Wharton-Smith	Public Works Operations Facility - Change Order No. 47 ODP Purchase Orders Close Out Funding reallocation back to GMP	SOQ-2019-0411	Term	James R. Newlon	6/22/2023	\$83,485.36
Police Department	Clancy & Theys Construction Company	Police Department Headquarters - OCO No. 33 - Schedule of Values Reallocation Within GMP and ODP Closeout	SOQ-2021-0714	Term	James R. Newlon	6/28/2023	\$1.00
						APPROVALS TOTAL:	\$83,486.36

Submitted by: **Fernando Lopes**

 Digitally signed by Fernando Lopes
 Date: 2023.07.12 10:02:37 -04'00'

Fernando Lopes, Procurement Manager

Date