

CITY OF CASSELBERRY CITY COMMISSION MEETING

Monday, April 13, 2026
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.

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. MOMENT OF SILENCE

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. MINUTES

A. Minutes of February 23, 2026 - Regular Meeting

6. PRESENTATIONS/ COMMENDATIONS

A. Mayor's Proclamation: Water Conservation Month - April 2026

Mayor Henson will present Jiovani Charres, Senior Utility Engineer, with a proclamation designating April 2026 as Water Conservation Month in the City of Casselberry.

B. 2026 Florida League of Cities Home Rule Hero Award - Mayor David Henson

Vice Mayor Aramendia will recognize Mayor Henson for being selected by the Florida League of Cities as a recipient of the 2026 Home Rule Hero Award for his advocacy efforts defending local self-government, both before and during the 2026 Legislative Session.

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. 105859 - \$16,892.76
- Fishback Dominick LLP - Invoice No. 126243 - \$686.50
- Office of the State Attorney - Invoice No. CA033126 - \$300.00

B. Agreement with Motorola Solutions, Inc. to Lease and Purchase Seventy-Five (75) New Police Radios and Related Budget Amendment #26-024

Consideration to execute a 5-year lease-to-purchase agreement with Motorola Solutions, Inc. for the purchase of seventy-five (75) APX N70 portable radios for the police department in the amount of \$607,423 and related Budget Amendment #26-024 is requested.

C. **Resolution 26-3559 - Interagency Agreement for Criminal Justice Computer Services and Support with the Seminole County Sheriff's Office and the City of Casselberry**

Approval of Resolution 26-3559 authorizing the Interagency Agreement for Criminal Justice Computer Services and Support between the City of Casselberry and Seminole County Sheriff's Office is requested

D. **Change Order No. 5 with Cathcart Construction Company for the Northgate Water Main Replacement Phase 1 Project and Related BA #26-021**

Approval of Change Order No. 5 to the agreement with Cathcart Construction Company for additional work related to the construction of the Northgate Water Main Replacement Phase 1 Project in the amount of \$184,282.50, of which \$117,860.50 is provided in the contingency reserve and 66,422 would be additional funding and related Budget Amendment #26-021 is requested.

E. **Purchase Thermal Printers with Vehicle Mounts for the Police Department Utilizing Federal Forfeiture Funds and Related to Budget Amendment #26-022**

Approval to purchase of forty-five (45) PocketJet 823 Thermal Printers and GJ VS External Armrest Brother Printer Mounts with accessories utilizing Federal Forfeiture Funds in the amount of \$35,034 and approval of related Budget Amendment #26-022 is requested.

F. **Purchase of Scotsman Prodigy ELITE Full Cube Ice Machine with Bin Storage for the Police Department and Related Budget Amendment #26-023**

Approval for the purchase of the Scotsman Prodigy ELITE Full Cube Ice Machine with Bin Storage for the Police Department in the amount of \$5,641 and related Budget Amendment #26-023 is requested.

G. **Lighting Agreement with Duke Energy Related to the Central Casselberry Connectivity Project and Related Budget Amendment # 26-026**

Approval of an Agreement with Duke Energy to install and maintain lighting related to the Central Casselberry Connectivity project in the upfront amount of \$52,410.46 funded from LOGT and an ongoing monthly amount of \$679.14 is requested. Approval of Budget Amendment # 26-026 is also being requested.

H. **Budget Amendment #26-025 - Lift Stations Telemetry Control Unit (TCU800) Pump Controller Upgrade**

Approval of Budget Amendment #26-025 to provide additional funding for the lift station Telemetry Control Unit (TCU800) pump controller in the amount of \$98,112 is requested. As these individual items are not capital purchases the funds will be transferred by amendment from a capital budget to an operating budget account.

I. **Amendment No. 4 to Agreement with Yellowstone Landscape for Grounds Maintenance Services for Stormwater Ponds and Ditches and Waiver of Competitive Bidding in Best Interest of the City**

Consideration for approval of Amendment No. 4 to the agreement with Yellowstone Landscape for grounds maintenance services for stormwater ponds and ditches in order to extend the term for one year and increase total approved compensation by \$76,836.00 for the contract extension is requested. A waiver of competitive bidding in the best interest of the City is requested for the one year renewal.

J. **Amendment #1 to the Agreement with Milestone Professional Services, Inc. for Accounting Services**

Approval of Amendment #1 to Agreement with Milestone Professional Services, Inc. for Accounting Services will extend the term for one year and increase total approved compensation by \$24,300 is requested.

8. DISCUSSION ITEMS

A. **Future Agenda Items**

9. RESOLUTIONS - None

10. FIRST READING OF ORDINANCES

- A. **First Reading of Ordinance 26-1635 - Amending the City's Official Zoning Map from R-8 (Low Density Single-Family) to RMH-8 (Low Density SF Mobile Homes) for One (1) Parcel with Parcel Identification Number 26-20-30-5AR-0D00-096L**

Approval of Ordinance 26-1635 on first reading to amend the City's *Official Zoning Map* from R-8 (Low Density Single-Family) to RMH-8 (Low Density SF Mobile Homes) for one (1) parcel with Parcel Identification Number 26-20-30-5AR-0D00-096L, 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: First Reading of Ordinance 26-1634 - Amending the ULDR to Provide Procedures for Processing Reasonable Accommodation Requests from the City's ULDR and to Establish Procedures for the Review and Approval of Certified Recovery Residences**

Approval of Ordinance 25-1634 on first reading, amending the City's Unified Land Development Regulations (ULDR) to provide review and approval procedures for reasonable accommodation requests, while also including specific standards for processing such requests related to "Certified Recovery Residences," is requested.

12. OTHER ITEMS

- A. **Approval of the Neighborhood Improvement Grant Applications Selected for Fiscal Year 2026**

Approval of the Fiscal Year 2026 Neighborhood Improvement Grant Program (NIGP) applications is requested.

- B. **Winter Park Drive Complete Street Project - Phase 1 30% Design Plan Update and Discussion**

Consideration to Discuss Updates to the 30% Design Plans Related to the Winter Park Drive Complete Street Improvements - Phase 1 Project is requested.

- C. **Reorganization of the Information Technology Division and Related Budget Amendment #26-027**

Approval of the reorganization of the Information Technology Division and related budget amendment #26-027 in the amount of \$46,473 is requested.

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

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: April 13, 2026
Subject: Minutes of February 23, 2026 - Regular Meeting

Introduction: The City Clerk is presenting the minutes of the February 23, 2026 Regular Meeting for approval.

CITY OF CASSELBERRY

CITY COMMISSION

The City Commission of the City of Casselberry held a regular meeting on Monday, February 23, 2026, at 5:30 p.m., Casselberry City Commission Chambers, 95 Triplet Lake Drive, Casselberry, Florida.

ELECTED OFFICIALS PRESENT:

David Henson, Mayor – Seat No. 5
Anthony Aramendia, Vice Mayor – Seat No. 1
Nancy C. Divita, Commissioner – Seat No. 2
Mark Busch, Commissioner – Seat No. 3
Thomas E. Kirk, Commissioner – Seat No. 4

STAFF MEMBERS PRESENT:

Randy Newlon, City Manager
Kristin N. Eick, City Attorney
Donna G. Gardner, City Clerk
Andy Brooks, Administrative Services Director
Elsie Burgess, Procurement Manager
Martin Butcher, Interim Public Works Director
Jiovani Charres, Senior Utility Engineer
Ed DeJesus, Information Technology Manager
Ashley Dobbs, Community Information Manager
Tara Lamoureux, Utilities Director
Larry Krantz, Police Chief
Marla Krause-Molina, Chief Planner
Sterling Macon, Procurement Specialist I
Hunter McFerrin, Planner I
Lorie Mertens-Black, Assistant City Manager
Alia Salim, Utility Engineer II
Christopher Schmidt, Community Development Director
Linda S. Sundvall, Deputy City Clerk

1. MEETING CALL TO ORDER

Mayor Henson called the regular meeting of the Casselberry City Commission to order at 5:30 p.m.

2. MOMENT OF SILENCE

Mayor Henson called for a moment of silence.

3. PLEDGE OF ALLEGIANCE

Mayor Henson led the Pledge of Allegiance.

4. ROLL CALL

The City Clerk called the roll of Elected Officials. All were present.

5. MINUTES

A. Minutes of February 9, 2026 – Regular Meeting

MOTION: Vice Mayor Aramendia moved to approve the minutes of the February 9, 2026 Regular Meeting, as presented. Motion was seconded by Commissioner Busch. Motion carried unanimously by voice vote 5-0.

6. PRESENTATIONS/COMMENDATIONS

A. Mayor's Proclamation: National Engineers Week

Mayor Henson presented a proclamation to Utilities Director Tara Lamoureux, designating February 22 – 28, 2026 as Engineers Week in the City of Casselberry.

7. CONSENT AGENDA

A. Amendment No. 6 to the Agreement for Ground Maintenance Services - Parks with Yellowstone Landscape

Introduction: Approval of Amendment No. 6 to the Agreement for Ground Maintenance Services – Parks with Yellowstone Landscape 161 Quail Pond (vacant lot); Wheel East/Wheel Park Phase I (951 N. Winter Park Drive); and Wheel West/Wheel Park Phase II (952 N. Winter Park Drive) to the annual maintenance schedule for an additional amount of \$74,804.00 annually (\$1,862.00 per visit) is requested. (Ref. RFP-2023-1008)

Budget Impact: Funding is available in the Fiscal Year 2026 Parks Maintenance Division Repairs and Maintenance Account #001-0410-572.46-00. City staff will continue to monitor expenditures and recommend necessary budgetary adjustments if the need arises.

Recommendation: The City Manager and the Public Works Interim Director recommended approval of Amendment No. 6 to the Agreement for Ground Maintenance Services with Yellowstone Landscape.

B. Budget Amendment #26-018 – Distribution & Collection Flatbed Roll-off Truck Accessories

Introduction: Approval of Budget Amendment #26-018 to reallocate funding for the purchase of the Flatbed Roll-off Truck Accessories in the amount of \$14,815 is requested. (Ref: PBA-2024-1119)

Budget Impact: Budget Amendment #26-018 will increase the Distribution & Collection Vehicles account #401-0751-536-67-22 and decrease the Water & Sewer Non-Departmental Contingency Reserve #401-0190-536-58-00 by \$14,815.

Explanation of Request: This item seeks City Commission approval to provide funding for D&C Flatbed Roll-off Truck Accessories in the amount of \$14,815.

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
401-0751-536-67-22-002402	Vehicles	\$14,815
Increase:		
401-0190-536-58-00	Contingency Reserve	\$14,815

Recommendation: The City Manager and the Utilities Director recommended the approval of Budget Amendment #26-018.

C. Task Authorization No. 3 with CPH Consulting, LLC for the Cedarwood Water Main Looping Project and Related Budget Amendment #26-019

Introduction: Approval of Task Authorization No. 3 with CPH Consulting, LLC for the Cedarwood Water Main Looping Project in an amount of \$69,517.04 and associated Budget Amendment #26-019 is requested. (SOQ-2025-1234)

Budget Impact: Budget Amendment #26-019 will increase account #401-0751-536-63-40-UD2604 and decrease account Distribution and Collection Professional Services #401-0751-536-31-00 by \$69,518 respectively.

Explanation of Request: This budget amendment seeks City Commission approval to provide funding for the design, permitting, construction administration, and project management services with CPH for Cedarwood Water Main Looping Project in the amount of \$69,518.

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
401-0751-536-63-40-UD2604	Infrastructure	\$69,518
Increase:		
401-0751-536-31-00	Professional Services	\$69,518

Recommendation: The City Manager and the Utilities Director recommended approval of Task Authorization No. 3 with CPH Consulting LLC for design services for the Cedarwood Water Main Looping Project in the amount of \$69,517.04 and approval of related Budget Amendment #26-019.

D. Budget Amendment #26-017 – Core & Main Quote for Casselton Water AMI Base Station Repair and Warranty of Parts and Service

Introduction: Approval of Budget Amendment #26-017 – Core & Main Quote for Casselton Water AMI Base Station Repair and Warranty of Parts and Service is requested.

Budget Impact: Budget Amendment #26-017 will increase Repair and Maintenance account #401-0754-533-46-00 and decrease Contingency Reserve #401-0190-536-58-00 in the amount of \$16,546.

Explanation of Request: This budget amendment seeks City Commission approval to provide funding for Casselton Water Tower AMI Base Station Repair with Core & Main in the amount of \$16,546.

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
401-0751-533-46-00	Repair and Maintenance	\$16,546
Increase:		
401-0190-536-58-00	Contingency Reserve	\$16,546

Recommendation: The City Manager and Finance Director recommended the approval of Budget Amendment #26-017 authorizing the Core & Main repairs at the Base Station located at Casselton Water Tower in the amount of \$16,545.45.

E. Amendment No. 3 to Agreement with MCCi for 1-Year Renewal for Laserfiche Cloud Electronic Records Management Software

Introduction: Approval of Amendment No. 3 to the Agreement with MCCi to renew the Laserfiche Cloud Electronic Records Management Software for 1-Year in the amount of \$26,109.10 is requested.

Budget Impact: The cost for a one (1) year subscription is \$26,109.10 and is accounted for in the IT Repair and Maintenance account #001-0151-516-46-00 for Fiscal Year 2026.

Recommendation: The City Manager and Administrative Services Director recommend approval of Amendment No. 3 to the Agreement with MCCi in the amount of \$26,109.10.

Audience Participation: No one came forward to address the Consent Agenda.

MOTION: Commissioner Busch moved to approve the Consent Agenda, as presented. Motion was seconded by Vice Mayor Aramendia. Motion carried unanimously by voice vote 5-0.

8. DISCUSSION ITEMS

A. Future Agenda Items

Commissioner Divita stated that she would like to consider reviewing the code for business related vehicles sign copy area. She stated whether it is a personal or business vehicle being used, she feels the restrictions may need to be modified as times have changed. Discussion ensued on the history of code restrictions that are currently in place and how it was a contentious issue. **Commission consensus was to not consider any changes to that portion of the code at this time.**

B. Discussion of Commissioners' Compensation

City Manager Randy Newlon gave a brief presentation on staff survey findings regarding elected official compensation from area cities. He stated that City Commission members currently receive a base salary, a monthly travel allowance, a retirement contribution of 15% of their base salary, and a \$10,000 life insurance policy. He further stated that Section 4.06 of the City Charter provides that the City Commission may determine their annual salary by ordinance, but no ordinance which increases such salary shall become effective until after the next regular City election. Mr. Newlon noted the City Commission is currently at the median pay in comparison with the cities that were surveyed, with benefits differentiating regarding travel pay, health insurance and retirement benefits.

Discussion ensued regarding the findings provided, with a few Commissioners expressing interest in combining the base salary and travel allowance together. City Attorney Kristen Eick stated that by combining the two together, an ordinance would need to be brought to the City Commission and would not take effect until the next regular City election. She also stated that by combining both salary and travel allowance together it would result in less flexibility with travel compensation. **Commission consensus was to not make any changes to their compensation or benefits at this time.**

9. RESOLUTIONS

No items were presented for consideration on this agenda.

10. FIRST READING OF ORDINANCES

- A. First Reading of Ordinance 26-1633 – Amending City of Casselberry Code of Ordinances, Chapter 62, Pensions and Retirement, Article 1, Police Officers’ and Firefighters’ Pension Plan to create Section 62-2032, Police Officers’ Deferred Retirement Option plan establishing a Deferred Retirement Option Plan for Police Officers.

The City Clerk read Ordinance 26-1633 by title, as follows:

“AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING THE CITY OF CASSELBERRY CODE OF ORDINANCES, CHAPTER 62, PENSIONS AND RETIREMENT, ARTICLE I, “POLICE OFFICERS’ AND FIREFIGHTERS’ PENSION PLAN,” TO CREATE SECTION 62-2032, “POLICE OFFICERS’ DEFERRED RETIREMENT OPTION PLAN” ESTABLISHING A DEFERRED RETIREMENT OPTION PLAN FOR POLICE OFFICERS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.”

Staff Presentation: Assistant City Manager Lorie Mertens-Black stated Ordinance 26-1633 establishes a Deferred Retirement Option Plan (DROP) for Casselberry Police Officers. The City of Casselberry currently provides firefighters (former City employees who now are Seminole County employees) with the opportunity to enter DROP. She noted members of the police union were recently polled and a majority supported the implementation of a DROP provision. The City of Casselberry Police Officers’ and Firefighters’ Pension Plan Board of Trustees considered the draft ordinance on February 10, 2026 and unanimously recommended consideration and approval by the City Commission.

Business Impact Estimate: A Business Impact Estimate was provided for this ordinance in accordance with Section 166.041(4), Florida Statutes.

Budget Impact: There are no anticipated budget impacts with this proposed ordinance.

Recommendation: The City Manager recommended approval of Ordinance 26-1633 on first reading.

Audience Participation: No one came forward to address Ordinance 26-1633.

MOTION: Commissioner Kirk moved to approve Ordinance 26-1633 on first reading, as presented. Motion was seconded by Commissioner Busch. Motion carried unanimously by voice vote 5-0.

11. PUBLIC HEARINGS

- A. Public Hearing: Second Reading of Ordinance 26-1630 – Amending the City of Casselberry Code of Ordinances, Chapter 62, Pensions and Retirement, Article 1, Police Officers’ and Firefighters’ Pension Plan, Section 62-2031, Firefighters’ Deferred Retirement Option Plan

The City Clerk read Ordinance 26-1630 by title, as follows:

“AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING THE CITY OF CASSELBERRY CODE OF ORDINANCES, CHAPTER 62, PENSIONS AND RETIREMENT, ARTICLE I, “POLICE OFFICERS’ AND FIREFIGHTERS’ PENSION PLAN,” SECTION 62-2031, “FIREFIGHTERS’ DEFERRED RETIREMENT OPTION PLAN” TO EXTEND THE DROP PARTICIPATION TIME FROM THE CURRENT 60 MONTHS TO 96 MONTHS FOR FIREFIGHTERS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Notice of Public Hearing: The Notice of Public Hearing relative to Ordinance 26-1630 was advertised in the *Orlando Sentinel* on Friday, February 13, 2026.

Business Impact Estimate: A Business Impact Estimate was provided for this ordinance in accordance with Section 166.041(4), Florida Statutes.

Staff Presentation: Assistant City Manager Lorie Mertens-Black stated that Ordinance 26-1630 amends City Code of Ordinances, Chapter 62, Pensions and Retirement, to extend the Firefighters’ Deferred Retirement Option Plan (DROP) from the current 60 months to 96 months. The Casselberry Fire Department merged with the Seminole County Fire Department on October 1, 2015; however, all the firefighter members chose to remain with the City’s plan at that time. City Code Chapter 62.2031 (b)(3) allows the participating firefighters the ability to participate in the Deferred Retirement Option Plan (DROP) for a period not to exceed 60 months. On August 12, 2025, the City of Casselberry Police Officers’ and Firefighters’ Pension Plan Board of Trustees unanimously voted to recommend consideration and approval of Ordinance 26-1630 by the City Commission.

Budget Impact: There is no anticipated budget impact with this ordinance.

Recommendation: The City Manager recommended adoption of Ordinance 26-1630 on second and final reading.

Public Hearing: Mayor Henson stated this was a public hearing to hear and consider comments and questions regarding Ordinance 26-1630. Mayor Henson opened the floor for public participation. No one came forward to address Ordinance 26-1630. Mayor Henson closed the public hearing relative to Ordinance 26-1630.

MOTION: Vice Mayor Aramendia moved to adopt Ordinance 26-1630 on second and final reading, as presented. Motion was seconded by Commissioner Busch. Motion carried unanimously by voice vote 5-0.

B. Public Hearing: Second Reading of Ordinance 26-1631 – Amending the City’s Official Zoning Map by Amending the Oxford PUD Agreement (PUD 25-03) and Concept Plan at 201 and 205 S.R. 436

The City Clerk read Ordinance 26-1631 by title, as follows:

“AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, PROVIDING FOR THE AMENDMENT OF THE PLANNED UNIT DEVELOPMENT (PUD) AGREEMENT AND CONCEPT PLAN FOR THE OXFORD REDEVELOPMENT PUD ESTABLISHED VIA ORDINANCE NO. 24-1615, FOR TWO PARCELS LOCATED AT THE SOUTHEAST CORNER OF OXFORD ROAD AND STATE ROAD 436, TOTALING APPROXIMATELY 4.48 ACRES, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Notice of Public Hearing: The Notice of Public Hearing relative to Ordinance 26-1631 was advertised in the *Orlando Sentinel* on Friday, February 13, 2026.

Business Impact Estimate: A Business Impact Estimate was provided for this ordinance in accordance with Section 166.041(4), Florida Statutes.

Staff Presentation: Planner I Hunter McFerrin stated Ordinance 26-1631 provides for an amendment of the Planned Unit Development (PUD) Agreement and Concept Plan for the Oxford Redevelopment PUD established via Ordinance 24-1615 for a multi-tenant retail/commercial plaza with a bank and three quick service restaurants at the Southeast corner of Oxford Road and State Road 436. The City Commission adopted Ordinance 24-1615 on December 16, 2024.

Budget Impact: There is no anticipated budget impact.

Recommendation: The City Manager and the Community Development Director recommended adoption of Ordinance 26-1631 on second and final reading, based on the staff report and the testimony and evidence presented, that the request meets the applicable provision of the ULDR and is consistent with the City’s Comprehensive Plan as per the written findings in the staff report.

Public Hearing: Mayor Henson stated this was a public hearing to hear and consider comments and questions regarding Ordinance 26-1631. Mayor Henson opened the floor for public participation. No one came forward to address Ordinance 26-1631. Mayor Henson closed the public hearing relative to Ordinance 26-1631.

MOTION: Commissioner Busch moved to adopt Ordinance 26-1631 on second and final reading, as presented. Motion was seconded by Commissioner Kirk. Motion carried unanimously by voice vote 5-0.

C. Public Hearing: Second Reading of Ordinance 26-1632 – Amending the Future Land Use Map Designation for 1775 Seminola Boulevard (Parcel ID 10-21-30-5TX-0F10-0000)

The City Clerk read Ordinance 26-1632 by title, as follows:

“AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, TO AMEND THE CITY OF CASSELBERRY COMPREHENSIVE PLAN BY PROVIDING FOR A CHANGE OF THE FUTURE LAND USE DESIGNATION FROM LOW DENSITY RESIDENTIAL (LDR) TO LOW INTENSITY NONRESIDENTIAL (LINR) FOR FIVE PARCELS GENERALLY LOCATED SOUTH OF THE GENEVA SCHOOL AT 1775 SEMINOLA BOULEVARD, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.”

Notice of Public Hearing: The Notice of Public Hearing relative to Ordinance 26-1632 was advertised in the *Orlando Sentinel* on Friday, February 13, 2026.

Business Impact Estimate: A Business Impact Estimate was provided for this ordinance in accordance with Section 166.041(4), Florida Statutes.

Staff Presentation: Planner I Hunter McFerrin stated Ordinance 26-1632 amends the City’s Future Land Use Map (FLUM) for five parcels located adjacent to the property at 1775 Seminola Boulevard from Low Density Residential (LDR) to Low Intensity Nonresidential (LINR). (FLU 25-01) The five parcels, located directly south of Geneva School total approximately 2.8 acres. One of the five parcels is developed and consists of a single-family home, which is addressed as 1490 Azalea Avenue. The Geneva School purchased the subject parcels in December of 2022 and met with City staff in June 2025 to discuss development of the land to expand the school’s campus. The subject properties specifically will be used to expand the existing parking lot by approximately 120 parking spaces, and construction of a new soccer field near the existing track, complete with a field house and bleachers. The Planning and Zoning Commission recommended approval of this item to the City Commission by a 6-0 vote on January 14, 2026. The City Commission unanimously approved Ordinance 26-1632 on first reading on January 26, 2026.

Budget Impact: There is no anticipated budget impact with this action.

Recommendation: The City Manager and the Community Development Director recommended adoption of Ordinance 26-1632 on second and final reading, based on the staff report and the testimony and evidence presented, that the request meets the applicable provision of the ULDR and is consistent with the City’s Comprehensive Plan as per the written findings in the staff report.

Public Hearing: Mayor Henson stated this was a public hearing to hear and consider comments and questions regarding Ordinance 26-1632. Mayor Henson opened the floor for public participation. No one came forward to address Ordinance 26-1632. Mayor Henson closed the public hearing relative to Ordinance 26-1632.

MOTION: Commissioner Divita moved to adopt Ordinance 26-1632 on second and final reading, as presented. Motion was seconded by Commissioner Busch. Motion carried unanimously by voice vote 5-0.

12. OTHER ITEMS

A. Board Appointment

Planning and Zoning Commission

The Planning and Zoning Commission consists of seven (7) members who serve two-year terms. The current vacancy on the Planning and Zoning Commission is due to the resignation of Ron Bryan. Applications on file to date from those who have expressed an interest in serving on the Planning and Zoning Commission are Antoine “Akil” Blake, Alexander Fortis and James Witherspoon. The appointee will fill the unexpired term effective through January 31, 2027.

Commissioner Kirk nominated James Witherspoon for appointment to the Planning and Zoning Commission.

Discussion: A brief discussion ensued amongst the Commissioners regarding the background and experience of the applicants, the rationale for the Commissioners’ nominations, and their preferences for the appointment.

MOTION: Commissioner Kirk moved to appoint James Witherspoon for the unexpired term to the Planning and Zoning Commission, effective through January 31, 2027. Motion was seconded by Vice Mayor Aramendia. Motion carried unanimously by voice vote 5-0.

13. 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 individuals came forward:

1. Susan Amell, 1203 Quintuplet Court, voiced concerns about the spending and the necessity of implementing the proposed roundabouts and other improvements to Winter Park Drive. Ms. Amell requested more information regarding the impact to emergency service response times when the roundabouts are added. She also voiced concerns regarding larger commercial vehicles having difficulties navigating a narrower roadway and the roundabouts. Ms. Amell stated the median landscaping on Winter Park Drive is overgrown, which makes it difficult to see when turning, and needs to be trimmed. Ms. Amell also noted the median irrigation on Winter Park Drive and Seminola Boulevard needs to be adjusted as they are spraying onto the street. City Manager Randy Newlon stated a presentation and discussion on the Winter Park Drive Complete Street Improvements – Phase 1 Project 30% Design Plan will be held at the March 9, 2026 City Commission meeting, and suggested she meet with Interim Public Works Director Martin Butcher after tonight’s meeting to discuss the median landscape issues she mentioned during her comments.
2. Vicki McCullough, 190 N. Sunset Drive, stated that she lives close to Home Depot and wanted to bring awareness that the noise has been an issue with stationery semitrucks and a loud

generator that runs continuously. City Manager Randy Newlon stated that this was also brought to his attention by Commissioner Busch and staff are working on addressing the matter with Home Depot.

3. Lisa Duva, 1311 Quintuplet Drive, voiced concerns regarding the Winter Park Drive Complete Streets Improvements Project regarding the narrowing of the roadway and installation of roundabouts. Ms. Duva suggested adding crosswalks and sidewalks on both sides of the road on Winter Park Drive alternatively.

No one else came forward.

14. CITY MANAGER'S REPORT

- A. Procurement Information Report for the Period January 1, 2026 through January 31, 2026

Mr. Newlon advised that the Procurement Information Report for the month of January 2026 was contained in the Commissioners' agenda packets for review. He noted that the report contained information about minor contracts that were issued under delegated authority of staff during this period.

- Stated that the Casselberry Police Department has been reaccredited by the Commission for Florida Law Enforcement Accreditation (CFA) and achieved Excelsior Status.

15. CITY ATTORNEY'S REPORT

City Attorney Kristen Eick shared the following Legislative Updates:

- House Joint Resolution 203: Elimination of Non-school Property for Homesteads. This bill proposes amendment to State Constitution to make homestead property exempt from all ad valorem taxation other than school district levies beginning in a specified year, to prohibit local governments from reducing total funding for services provided by law enforcement, firefighters, and other first responders, and provide an effective date. The House of Representatives passed this bill and has been sent over to the Senate for their consideration.
- House Bill 103: Local Business Taxes. This bill intends to repeal provisions related to local business taxes & authorize certain local governments to continue to impose business taxes under specified conditions. The House of Representatives passed this bill and has been sent over to the Senate for their consideration as well.
- Senate Bill 840: Land use Regulations for Local Governments Affected by Natural Disasters. This bill prohibits impacted local governments from enforcing certain moratoriums, requiring the repair of reconstruction of certain improvements to meet certain requirements, or enforcing changes to specified procedures; revising circumstances under which impacted local governments may enforce certain amendments, site plans, development permits, or development orders; deleting provisions related to filing suit against an impacted local government for injunctive relief, etc. This bill was passed by the Senate.

16. CITY CLERK'S REPORT

City Clerk Donna Gardner shared the following information:

- Announced that the City Commission will hold a Pre-Budget Planning Workshop on Wednesday, February 25, 2026, at 9 a.m. at the Casselberry Art Center.
- Announced that the Spring Jazz and Art Festival featuring Marion Meadows and Steve Oliver will be held on March 7, 2026, from 6-9 p.m. at Lake Concord Park. She further stated that an opening reception for the art show exhibit Infinite will also be held on March 7th at City Hall from 6-8 p.m.

17. CITY COMMISSIONERS' REPORTS/COMMENTS

Commissioner Thomas E. Kirk – Seat No. 4:

- Stated he attended the Seminole County Chamber's 2026 Annual State of the County Luncheon on February 13, 2026.
- Acknowledged the Boy Scout Troops in the audience.

Commissioner Mark Busch – Seat No. 3:

- Stated he also attended the Seminole County Chamber's 2026 Annual State of the County Luncheon on February 13, 2026.
- Reported he attended the Police Department Awards Ceremony held at the Recreation Center on February 12, 2026.
- Stated he was interviewed by one of the Boy Scouts before the City Commission meeting and was questioned about the City Utilities, the Police Department and whether he sees any issues within the City of Casselberry.
- Reported he attended the Tri-County League of Cities' four-hour ethics training on February 19, 2026 at the Winter Park Farmers' Market.

Commissioner Nancy C. Divita - Seat No. 2:

- Stated she also attended the Seminole County Chamber's 2026 Annual State of the County Luncheon on February 13, 2026.
- Reported she attended the Police Department Awards Ceremony held at the Recreation Center on February 12, 2026.
- Stated she attended the Tri-County League of Cities' four-hour ethics training on February 19, 2026.

Vice Mayor Anthony Aramendia - Seat No. 1:

- Reported that he also attended the following events: Seminole County Chamber's 2026 Annual

State of the County Luncheon on February 13, 2026; the Police Department Awards Ceremony on February 12, 2026, and the Tri-County League of Cities' four-hour ethics training held on February 19, 2026.

- Announced Seminole County Property Appraiser David Johnson will be giving a presentation on impacts of the proposed elimination of ad valorem taxes at the March 4, 2026 Casselberry Chamber of Commerce luncheon meeting.

Mayor David Henson - Seat No. 5:

- Reported he attended the Tri-County League of Cities executive board meeting on February 10, 2026.
- Reported he attended the Private Business Association of Seminole Inc. (PBAS) meeting on February 11, 2026, at the Heathrow Country Club.
- Reported he attended the Police Department Awards Ceremony at the Recreation Center on February 12, 2026.
- Reported the City hosted the Mayors & Managers meeting on February 17, 2026, at the Casselberry Aquatics Center and Park.
- Reported he attended the Tri-County League of Cities' four-hour ethics training on February 19, 2026 at the Winter Park Farmers' Market.
- Reported he attended a celebration of Ramadan at the American Muslim Community Center on February 21, 2026.

18. ADJOURNMENT

There being no further business, Mayor Henson adjourned the meeting at 6:23 p.m.

DATE MINUTES APPROVED BY CITY COMMISSION: _____

ATTEST:

Donna G. Gardner, CMC, FCPC
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: April 13, 2026
Subject: Mayor's Proclamation: Water Conservation Month - April 2026

Introduction: Mayor Henson will present Jiovani Charres, Senior Utility Engineer, with a proclamation designating April 2026 as Water Conservation Month in the City of Casselberry.

Mayor's Proclamation

Whereas, water is a basic and essential need of every living creature; and

Whereas, the State of Florida, Water Management Districts, and the City of Casselberry are working together to increase awareness about the importance of water conservation; and

Whereas, the City of Casselberry and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

Whereas, the City of Casselberry has always encouraged and supported water conservation through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference by saving water and thus promote a healthy economy and community; and

Whereas, outdoor irrigation comprises a large portion of water use, and thus the City of Casselberry encourages citizens and businesses to focus on improving outdoor irrigation efficiency and watering only when needed.

Now, Therefore, I, David Henson, be it resolved that by virtue of the authority vested in me as Mayor of the City of Casselberry, Florida, I do hereby proclaim the month of April as

Water Conservation Month

and to honor this 28th annual Water Conservation Month, there will be a special focus on improving outdoor irrigation efficiency. The City of Casselberry, Florida is calling upon each citizen and business to help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water.

In Witness Whereof, I have hereunder set my hand and caused the Seal of the City of Casselberry to be affixed this 13th day of April 2026.

David Henson, Mayor

ATTEST:

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: April 13, 2026
Subject: 2026 Florida League of Cities Home Rule Hero Award - Mayor David Henson

Introduction: Vice Mayor Aramendia will recognize Mayor Henson for being selected by the Florida League of Cities as a recipient of the 2026 Home Rule Hero Award for his advocacy efforts defending local self-government, both before and during the 2026 Legislative Session.

Mayor Henson worked tirelessly before and throughout the session to promote local voices making local choices by sharing insights, local data, and real-world examples that helped inform state lawmakers and elevate the voice of Florida's cities. Home Rule is the ability for a city to address local problems with local solutions with minimal state interference. Home Rule Hero Award recipients are local government officials, both elected and non-elected, who consistently responded to the Florida League of Cities' request to reach out to members of the Legislature and help give a local perspective on an issue.

Mayor Henson is currently serving as the 1st Vice President of the Tri-County League of Cities, and will be sworn in as President at the League's April 16, 2026 meeting. The Florida League of Cities will make a formal presentation to Mayor Henson and other area Home Rule Hero award recipients at a future Tri-County League of Cities meeting.



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: April 13, 2026
Subject: Approval of Legal Services Invoices

Introduction: Consideration for approval of the legal services invoices from the City Attorney, the Code Enforcement Special Magistrate and State Attorney's Office 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 - March 2026 - Invoice No. 105859 - \$16,892.76

Fishback Dominick LLP

- Code Enforcement Special Magistrate Services - February 2026 - Invoice No. 126243 - \$686.50

Office of the State Attorney, 18th Judicial Circuit

- Prosecution of City Ordinances - Jan. - March 2026 - Invoice No. CA033126 - \$300.00

Budget Impact: Funds for the City Attorney's invoice are available in FY 2026 Budget Account No. 001-0140-514-31-01. Funds for the Code Enforcement Special Magistrate's invoice are available in FY 2026 Budget Account No. 001-0140-514-31-03. Funds for the State Attorney's invoice are available in FY 2026 Budget Account No. 001-0140-514-31.05.

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. 105859
2. Invoice No. 126243
3. Invoice No. CA033126

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

April 6, 2026
File #: 718-001
Inv #: 105859
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			
Mar-01-26	Review changes to Financial Advisor Agreement; email regarding same.	0.60	132.00	KNE
Mar-02-26	Email to counsel regarding Rosinola foreclosure case requesting dismissal; phone call with plaintiff's law firm regarding same.	0.50	110.00	KNE
	Review access easement for Osceola Trail property and rezone; review historical correspondence on flag lots and lot splits; prepare email regarding same.	1.60	352.00	KNE
	Begin review of lease documents for Motorola radios.	1.50	330.00	KNE
	Conference and research concerning flag lots.	0.30	66.00	AMU
	Prepare Oxford PUD for recording; send email to City Clerk's office regarding notary acknowledgment; telephone conference with staff regarding re-execution.	0.30	27.00	NH
Mar-03-26	Attend biweekly meeting with City Manager	2.10	462.00	KNE

and conference with City Clerk regarding Supervisor of Elections Intergovernmental Agreement draft.

	Review and approve City Commission agenda items; multiple emails and phone calls regarding American Lighting Piggyback and Reasonable Accommodation Ordinance items.	2.40	528.00	KNE
	Email regarding SB 1220 related to Transportation/Communication Services Providers.	0.20	44.00	KNE
	Email regarding Motorola and Truist leases.	0.40	88.00	KNE
	Email regarding Anna Rosinola foreclosure matter and Sausalito wall assessments.	0.30	66.00	KNE
	Review and approve P&Z agenda items; revise RMH-8 rezone ordinance; email regarding same.	1.50	330.00	KNE
Mar-04-26	Review City Commission agenda items; revise agenda and resolution for Sandpiper Dekalb temporary easement; emails regarding signing authority for easement.	1.00	220.00	KNE
	Email regarding additional questions on EMCs affidavit.	0.40	88.00	KNE
	Review contract documents for Motorola radios; multiple phone calls with procurement staff and emails regarding same; research regarding applicable NASPO contract documents and authorization to enter into participating addendum; phone call and work with procurement staff on Lynch Oil agenda item and American Lighting agenda item for City Commission.	4.10	902.00	KNE
	Email regarding dropping Casselberry from Rosinola foreclosure; review notice.	0.20	44.00	KNE
	Email regarding Bancorp lease terms.	0.20	44.00	KNE
	Telephone call and email to Property Manager of The Palms regarding re-execution of easement.	0.30	27.00	NH
Mar-05-26	Phone call with staff regarding letters of credit for communication services providers.	0.50	110.00	KNE

Mar-06-26	Research regarding prior Truist lease documents.	0.20	44.00	KNE
	Finalize revisions to Supervisor of Elections Agreement; email regarding same.	1.70	374.00	KNE
	Review of agenda packet for January Planning and Zoning Commission hearing and research related to same.	2.30	506.00	AMU
Mar-08-26	Review legislative update for City Commission meeting.	0.20	44.00	KNE
	Email regarding Motorola NASPO Agreement.	0.40	88.00	KNE
	Review Computer Support Agreement with SCSO.	0.50	110.00	KNE
Mar-09-26	Prepare for and attend City Commission meeting; prepare brief legislative update for City Attorney report; attend City Manager meeting regarding Truist leases.	4.00	880.00	KNE
	Prepare for meeting regarding Truist leases; review prior leases.	0.70	154.00	KNE
	Attending FLC legislative webinar, conference concerning same, and correspondence concerning same.	1.00	220.00	AMU
Mar-11-26	Review emails regarding 530 Marigold Trail driveway issue.	0.10	22.00	KNE
	Preparing for and attending March Planning and Zoning Commission meeting.	2.40	528.00	AMU
Mar-12-26	Review and analysis of City standard professional services agreement form PF-610, research related to same, reviewing City's purchasing policies, and correspondence on same.	2.30	506.00	AMU
Mar-13-26	Strategize regarding P&Z minutes and quorum issues.	0.20	44.00	KNE
	Prepare revisions to Bancorp Lease.	0.60	132.00	KNE

Mar-14-26	Research on replenishing letters of credit; revise communication services provider letter of credit template.	1.40	308.00	KNE
	Revise Motorola lease and contract documents.	2.20	484.00	KNE
Mar-15-26	Finalize revisions to Motorola Participating Addendum; email regarding same.	0.60	132.00	KNE
	Email regarding letter of credit template revisions.	0.20	44.00	KNE
	Email regarding Bancorp lease revisions.	0.30	66.00	KNE
Mar-16-26	Review email regarding Supervisor of Elections Intergovernmental Agreement.	0.20	44.00	KNE
	Emails regarding HDR meeting regarding damages at 530 Marigold Trail.	0.20	44.00	KNE
	Review emails regarding Motorola requested edits to Participating Addendum/Piggyback Agreement; review redlines; email regarding same.	0.60	132.00	KNE
	Research and correspondence concerning conclusion of 2026 regular legislative session and bills which remain pending for the Governor's signature.	1.10	242.00	AMU
	Reviewing multiple correspondences from City related to NASPO Agreement with Motorola and documents attached to same, call with City concerning NASPO Agreement with Motorola, reviewing NASPO Lease with Motorola, reviewing NASPO Piggyback and Motorola's comments on the Piggyback, and correspondence with City on same.	2.00	440.00	AMU
	Reviewing correspondence from City concerning MOU with Supervisor of Elections and attached Memorandum of Understanding.	0.50	110.00	AMU
Mar-17-26	Correspondence with City concerning Motorola piggyback.	0.20	44.00	AMU
	Reviewing multiple correspondence concerning meeting with HDR and correspondence with City on same.	0.30	66.00	AMU

Mar-18-26	Email regarding Bluestreak requests for changes to Utility Locates Agreement.	0.40	88.00	KNE
Mar-23-26	Attend P&Z briefing meeting with planning staff; research regarding P&Z agenda items.	2.10	462.00	KNE
	Call with City Planning Department concerning agenda items for April Planning and Zoning Board meeting.	0.90	198.00	AMU
	Conference concerning Planning and Zoning Commission.	0.30	66.00	AMU
Mar-24-26	Prepare for and attend meeting regarding SRF loan attestation and utility locates template; review email regarding utility locates contractor.	1.00	220.00	KNE
	Reviewing correspondence from City concerning Geneva School property.	0.20	44.00	AMU
Mar-25-26	Review Bancorp lease redlines; prepare responses and email regarding same.	0.80	176.00	KNE
	Phone call with staff regarding potential procurement opportunity related to cell phone service; review Verizon contract with State of Florida for piggyback.	3.20	704.00	KNE
	Reviewing correspondence from Supervisor of Elections' Office concerning MOU with the City.	0.20	44.00	AMU
Mar-26-26	Continue review of Verizon service contract; phone call with staff regarding same.	0.50	110.00	KNE
Mar-30-26	Confer with staff regarding meeting on Oxford PUD site plan questions.	0.10	22.00	KNE
	Email regarding status of Motorola lease redlines.	0.20	44.00	KNE
	Research and correspondence concerning newly-signed bill, House Bill 399, concerning land development regulations and manufactured homes.	0.20	44.00	AMU
Mar-31-26	Multiple emails regarding Sissine's printers.	0.40	88.00	KNE
	MATTER TOTALS:	55.30	\$12,088.00	

MATTER: 718-009

RE: CEB

Mar-03-26	Reviewed Chapter 162 F.S.; reviewed Casselberry Code Enforcement Code; prepared for hearings.	0.70	154.00	WER
	Conference with W. Reischmann concerning March Code Enforcement Board special magistrate hearing.	0.20	44.00	AMU
Mar-09-26	Reviewing correspondence and attached document from City concerning appeal of nuisance abatement notice for 136 Mark David Blvd., additional research concerning nuisance abatement, conference concerning same, and correspondence concerning same.	1.20	264.00	AMU
Mar-10-26	Strategize regarding nuisance abatement for bamboo case presentation.	0.40	88.00	KNE
	Further conference and correspondence with City on appeal of nuisance abatement notice for 136 Mark David Blvd.	0.30	66.00	AMU
Mar-13-26	Review of agenda packet for February Code Enforcement Special Magistrate hearing and research related to same, correspondence with City on same.	2.40	528.00	AMU
	Research and conference concerning meeting quorums and voting conflicts.	0.20	44.00	AMU
Mar-16-26	Reviewing revised Agenda from City for March Code Enforcement Special Magistrate hearing and correspondence with City on same.	0.20	44.00	AMU
Mar-18-26	Reviewing relevant documentation and case history in advance of, research related to, and preparation for March 19 Code Enforcement hearing on request to abate nuisance at 136 Mark David Blvd.	3.00	660.00	AMU
Mar-19-26	Preparing draft Order for nuisance abatement matter at 136 Mark David Blvd. and correspondence with City on same.	1.20	264.00	AMU

Preparing for and attending March Special Magistrate Code Enforcement hearing.	2.50	550.00	AMU
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MATTER TOTALS:	12.30	\$2,706.00	
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Totals	67.60	\$14,794.00	
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SUMMARY

	HOURS	RATE	TOTAL FEES
WILLIAMREISCHMANN	0.70	\$220.00	\$154.00
KRISTIN N. EICK	40.90	\$220.00	\$8,998.00
AMELIA M. ULMER	25.40	\$220.00	\$5,588.00
NANCY HAM	0.60	\$90.00	\$54.00

DISBURSEMENTS

MATTER: 718-001

RE: General

	Photocopies	245.80
Feb-28-26	Online Computer Research Cost	86.58
Mar-01-26	Online Computer Research Cost	86.58
Mar-02-26	Title Report - Commercial Title Search - 750 SR 436 - Howell Park WTP	350.00
	Title Report - Commercial Title Search - 750 SR 436 - Howell Park WTP	400.00
Mar-03-26	Title Report - Commercial Title Search - Howell Park WTP	400.00
	Title Report - Commercial Title Search - 700 SR 436 - Berry Cassel IHOP LLC	400.00
Mar-05-26	Clerk of Court Seminile County - Recording - Oxford PUD	129.00

MATTER TOTALS:	\$2,097.96
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MATTER:

718-009

RE:

CEB

Photocopies

0.80

MATTER TOTALS:

\$0.80

Totals

\$2,098.76

Total Fee & Disbursements

\$16,892.76

Balance Now Due

\$16,892.76

LAW OFFICES

Fishback Dominick LLP

1947 LEE ROAD
WINTER PARK, FLORIDA 32789-1834

March 02, 2026

Billed through 02/28/2026

Bill Number 126243

City of Casselberry
Attn: Accounts Payable
95 Triplet Lake Drive
Casselberry, FL 32707
ap@casselberry.org

General

C788 25878

Balance Forward	\$1,391.75
Payments Applied	<u>\$0.00</u>
Courtesy Adjustment	-\$704.00
Net Balance Forward	\$687.75

FOR PROFESSIONAL SERVICES RENDERED

02/12/2026	MDT	Reviewed Agenda Packet and email re: attendance.	0.20 hrs	\$55.00
02/18/2026	AMY	Prepare hearing binder with documents enclosed for Attorney Tempkins' review.	0.50 hrs	\$25.00
02/19/2026	MDT	Attended Code Enforcement hearing, including travel and re: review of agenda immediately preceding hearing.	2.20 hrs	\$605.00
Total Fees for this matter				\$685.00

DISBURSEMENTS

02/28/2026	Reproduction Costs	\$1.50
Total Disbursements for this matter		\$1.50

BILLING SUMMARY

Young, Ashley	0.50 hrs	\$25.00
Tempkins, Michael D	2.40 hrs	\$660.00

TOTAL FEES	2.90 hrs	\$685.00
TOTAL DISBURSEMENTS		\$1.50
TOTAL CURRENT CHARGES		\$686.50
TOTAL NET CHARGES		\$686.50
TOTAL BALANCE NOW DUE		\$1,374.25

Please remit payment within ten (10) days.
We appreciate your confidence.

OFFICE OF THE STATE ATTORNEY
18th Judicial Circuit
2725 D Judge Fran Jamieson Way
Viera, Florida 32940

INVOICE # CA033126

Date: April 1, 2026

To: Mr. James "Randy" Newlon
City Manager, City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707

Prosecution of County Ordinances

Quarter April 1, 2026 - March 31, 2026

Plea Dispositions:

3 @ \$100 each \$300.00

Trial Dispositions:

0 @ \$400 each \$0.00

TOTAL DUE:

\$300.00

Make check payable to: Office of the State Attorney

\$100 fee

Filed Plea Dispositions Between Jan 01, 2026 and Mar 31, 2026

Ordinances offenses

<u>Case No</u>	<u>Clerk No</u>	<u>Defendant Name</u>	<u>Date Offense</u>	<u>Agency Report No</u>
CASSELBERRY POLICE DEPARTMENT		3		
1725M23780	25-00064-MOA	IVERY JR., JIMMIE	12/20/2025	20-2520001670
Filed as: Misdemeanor on 01/14/2026		Offense location: CASSELBERRY		
Dispo: 01/20/2026 PLED				
ORIGINAL	1 ORD 10-9(b)(2)	POSSESSION OF OPEN CONTAINER OF ALCOHOL - CITY OF CASSELBERRY		
FILED	1 ORD 10-9(b)(2)	POSSESSION OF OPEN CONTAINER OF ALCOHOL - CITY OF CASSELBERRY		
1725M23997	25-00067-MOA	BUSH, ROBERT JOSEPH	12/26/2025	20-2520001701
Filed as: Misdemeanor on 01/14/2026		Offense location: CASSELBERRY		
Dispo: 01/20/2026 PLED				
ORIGINAL	1 ORD 10-9(b)(2)	POSSESSION OF OPEN CONTAINER OF ALCOHOL - CITY OF CASSELBERRY		
FILED	1 ORD 10-9(b)(2)	POSSESSION OF OPEN CONTAINER OF ALCOHOL - CITY OF CASSELBERRY		
1726M05486	26-00007-MOA	RIPPEY, KURT T	2/22/2026	20-2620000253
Filed as: Misdemeanor on 03/16/2026		Offense location: CASSELBERRY		
Dispo: 03/24/2026 PLED				
ORIGINAL	1 ORD 10-9(b)(2)	POSSESSION OF OPEN CONTAINER OF ALCOHOL - CITY OF CASSELBERRY		
FILED	1 ORD 10-9(b)(2)	POSSESSION OF OPEN CONTAINER OF ALCOHOL - CITY OF CASSELBERRY		



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: April 13, 2026
Subject: Agreement with Motorola Solutions, Inc. to Lease and Purchase Seventy-Five (75) New Police Radios and Related Budget Amendment #26-024

Introduction: Consideration to execute a 5-year lease-to-purchase agreement with Motorola Solutions, Inc. for the purchase of seventy-five (75) APX N70 portable radios for the police department in the amount of \$607,423 and related Budget Amendment #26-024 is requested. (Ref: PBA-2026-1433 APX N70 Radios).

Background: The Police Department purchased non-encrypted Motorola APX6000 portable radios around 2010. Motorola ended support for this radio model in December of 2023, which ended the ability to obtain factory replacement parts and device updates. In addition, the police department shares a communications channel with Seminole County Sheriff's Office, which has implemented encryption to protect information being transmitted wirelessly from being intercepted, understood, or manipulated by unauthorized parties.

As a result of the Police Department's radios being obsoleted by Motorola, and in order to take advantage of the now-available encryption ability offered by the Sheriff's Office, the police department needs to purchase new portable radios.

Staff has worked with Motorola to identify the N70 radio as an appropriate replacement to meet the Police Department's present and future needs. In order to obtain the radios now, Motorola offers a lease-to-purchase agreement which defers the first payment until one year after execution. This arrangement allows the City to budget the lease payments in the upcoming budget year(s). As an incentive to accept the agreement now, Motorola is offering the City \$900 per radio trade-in credit on existing radio inventory, which results in \$55,800 in cost savings.

The total purchase price covers the delivery of QTY (75) new N70 radios along with a five-year software subscription and services agreement that includes full warranty coverage, over-the-air programming, encryption ability, and GPS tracking and mapping to improve officer safety.

Discussion: The Police Department is requesting approval for the purchase of seventy-five (75) N70 portable radios with related accessories/service, warranty and software subscription. The purchase will be financed over five years carrying an interest rate of 5.33%. The lease payments and annual services break down over a five (5) year period, with the first payment being due in April 2027. The payments' breakdown is as follows:

Description	Year 1 (Due April/15/2027)	Year 2	Year 3	Year 4	Year 5
Lease Payment (includes Interest)	\$141,581.69	\$141,581.69	\$141,581.69	\$141,581.69	\$141,581.69
Public Safety Applications (Years 2-5)	Included	\$28,000.00	\$28,000.00	\$28,000.00	\$28,000.00
DMS & Essential Coverage (Years 2-5)	Included	\$5,184.00	\$5,184.00	\$5,184.00	\$5,184.00
Combined Total	\$141,581.69	\$174,729.69	\$174,729.69	\$174,729.69	\$174,729.69

Although the net cost of the radios is \$607,423, over five years the City will expend \$100,465 in interest and \$132,592 in supplemental software subscriptions. The full cost will be \$840,500 over the 5-year term.

The costs of supplemental software subscriptions encompass two software solutions from Motorola. The first being SmartConnect, followed by SmartProgramming. SmartConnect is a software subscription that is enabled with each radio that allows the radio to switch between radio and broadband frequencies. The benefit of this is that it allows the radios to communicate over other communication channels in areas where the radio may have poor signal. SmartProgramming is a radio management software which would empower staff to update various settings and contact lists on the radios in real-time. Without this product, staff would need to update each radio in person whenever there is a change of staff.

Budget Impact: No additional impact as the item will be included in the proposed FY 26-2027 budget. Budget Amendment #26-024 is for recognizing the capital purchase of the radios and the lease proceeds use to finance the purchase.

Recommendation: The Chief of Police and City Manager recommend execution of an agreement with Motorola Solutions, Inc. for the purchase of seventy-five (75) APXN70 portable radios in the amount of \$607,423 and related Budget Amendment #26-024 (Ref: PBA- PBA-2026-1433 APX N70 Radios).

Prepared by: Brandy Ramirez, Administrative Services Coordinator

Attachments:

1. BA #26-024
2. Motorola City Participating Agreement
3. Master Agreement
4. State of Florida Alternative Source Contract
5. Quote
6. Payment Schedule
7. Lease Agreement
8. Motorola Subscription Services Agreement
9. Motorola Software License Agreement



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 26-024

DATE: April 13, 2026

TO: Randy Newlon, City Manager

FROM: Larry D. Krantz, Chief of Police

EXPLANATION OF REQUEST:

This Budget Amendment seeks City Commission approval to provide funding for the purchase of seventy-five (75) APX N70 portable radios in the amount of \$607,423.

Resolution #: _____ **Reso Date:** _____ **Asset #:** _____ **Project #:** 002601

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
302-0610-521-67-35-002601	Machinery and Equipment	\$607,423
302-0000-383-20-00	Lease Proceeds	\$607,423

REQUESTED BY: Larry D. Krantz
Larry D. Krantz, Chief of Police

Date: 3/25/2026

FINANCE DEPT: Gladymir Ortega
Gladymir Ortega, Finance Director

Digitally signed by Gladymir Ortega
Date: 2026.03.25 17:15:08 -04'00'

Date: _____

COMMISSION ACTION: _____ approved _____ denied

Date: _____

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

Date: _____

FINANCE USE ONLY

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

Revised 10/26/16

**PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
CITY OF CASSELBERRY POLICE DEPARTMENT**

PARTICIPATING ADDENDUM AGREEMENT FOR THE CITY OF CASSELBERRY, FLORIDA

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 MOTOROLA SOLUTIONS, INC., 500 W. Monroe Street, Suite 4400, Chicago, Illinois 60661, 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 lease-purchase of Motorola APX N70 Portable Radios for the City of Casselberry Police Department.
2. The CONTRACTOR was awarded a contract with the State of Washington Department of Enterprise Services (via the NASPO Purchasing Cooperative) and entered into a Cooperative Purchasing Master Agreement No. 00318, dated, January 1, 2022, with a term through December 31, 2026, and with option to renew/extend for additional an additional twenty-four (24) months. The Cooperative Purchasing Master Agreement may be utilized by Participating Entities who have signed a Participating Addendum. In this case, the State of Florida has executed a Participating Addendum, being that certain Alternative Contract Source No. 43190000-22-NASPO-ACS for Public Safety Communications Products, Services, and Solutions, dated February 28, 2022. Further, as the NASPO member from the State of Florida, the State of Florida Chief Procurement Officer has authorized NASPO ValuePoint to make NASPO ValuePoint contracts available to all public entities in Florida and that each political subdivision, including the City, may execute ValuePoint Participating Addendums with any current NASPO ValuePoint contractor. As such, the City is executing this Agreement as a Participating Addendum under the State of Florida's granted authority for this purchasing cooperative. In addition, the Motorola APX N70 Portable Radios require the City to purchase software for the operation of the radios. The software agreements, which are the Motorola Software License and Subscription Services Agreement, respectively, are also being cooperatively purchased and were included as corresponding product documents under the Cooperative Purchasing Master Agreement The Original Government Contract as referenced herein shall refer to the Alternative Source Contract for the State of Florida, including exhibits, and the Cooperative Purchasing Master Agreement, as well as the Motorola Subscription Services Agreement and Motorola Software License Agreement in that order of precedence.
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 Government Contract as applied to this contract between the CONTRACTOR and the CITY, as follows:
 - A) Term. The term of this Agreement shall begin on April 13, 2026, and continue through April 12, 2031.
 - B) Compensation.

The amount to be paid under this Agreement shall not exceed Eight Hundred Forty Thousand Five Hundred and 45/100 Dollars (\$840,500.45) for the term of this Agreement, which includes both the purchase of the Motorola Radios (plus interest) and the software subscription for a period of five years. The amount to be paid to the Contractor is based upon the price schedule set forth in **Exhibit**

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-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
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“A,” which is reiterated below.

Total Compensation Description	Year 1 4/15/2027	Year 2 4/15/2028	Year 3 4/15/2029	Year 4 4/15/2030	Year 5 4/15/2031
Lease Payment (includes Interest)	\$ 141,581.69	\$ 141,581.69	\$ 141,581.69	\$ 141,581.69	\$ 141,581.69
Public Safety Applications (Years 2-5)	Included in Lease	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
DMS & Essential Coverage (Years 2-5)	Included in Lease	\$ 5,148.00	\$ 5,148.00	\$ 5,148.00	\$ 5,148.00
Combined Total	\$ 141,581.69	\$ 174,729.69	\$ 174,729.69	\$ 174,729.69	\$ 174,729.69

The above payment schedule represents the lease payments for a period of five and includes interest (\$707,908.45 total). In addition, the Public Safety Applications and DMS & Essential Coverage rows represent the cost of the operating software for a period of five years (\$132,592.00 total).

- 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 appropriation of funds by the CITY and, therefore, in its sole discretion, The CITY reserves the right to terminate the Agreement for non-appropriation with thirty (30) days advance written notice to CONTRACTOR should the CITY fail to appropriate funds for amounts due in any given year of this Agreement. CITY shall be responsible for the payment of all confirming products delivered or performed prior to the date of termination.
- E) In conjunction with the agreement, the City will issue a Purchase Order and/or Notice to Proceed (NTP) prior to shipment by the CONTRACTOR.
- F) Termination. The CITY may terminate this Agreement for any reason, with or without cause and without penalty, by giving the CONTRACTOR thirty (30) days advance written notice of the termination of this Agreement at any time. In the event of any termination without cause pursuant to the preceding sentence, CITY shall continue to be responsible for the payment of any outstanding undisputed invoices delivered to the City prior to the date of termination and shall receive a refund on pre-paid services not rendered prior to the termination. In addition, should CONTRACTOR materially breach this Agreement and fail to cure its breach within thirty (30) days of receiving written notice of such breach by the CITY, or fails to produce a cure plan within such period of time, the CITY shall be entitled to terminate this Agreement immediately and CONTRACTOR shall refund the City any pre-paid fees for Services not delivered by CONTRACTOR.
- G) 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, Orlando Division; 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

**PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
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laws of Florida.

H) Employment Eligibility Verification (E-Verify):

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. CONSULTANT shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes.
- C. CONSULTANT shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The CONSULTANT agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the CONSULTANT's enrollment in the program. This includes maintaining a copy of proof of the CONSULTANT's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

I) Insurance Requirements:

- a. The CONTRACTOR shall maintain the types of insurance and limits as required in the Original Government Contract, (Exhibit "A").
- b. **Proof of Insurance.** CONTRACTOR will furnish proof of insurance reasonably acceptable to the City in the form of Certificates of Insurance prior to or at the time of execution of this agreement. CONTRACTOR or shall not commence work until all proof of such insurance has been filed with and approved by the CITY.

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- c. The CONTRACTOR shall include 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;
 - 3. The name of the insurer;
 - 4. The number of the policy;
 - 5. The effective date;
 - 6. The termination date; and,
 - 7. .
 - 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, 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: Captain William Nas, City of Casselberry Police Department, City of Casselberry, 115 Wilshire Boulevard, Casselberry, FL 32707, telephone 407-262-7760, Ext. 1030 and email wnas@casselberry.org.
- K) 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.

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:**

**PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
CITY OF CASSELBERRY POLICE DEPARTMENT**

**DONNA G. GARDNER, CMC, CITY CLERK, AT 407-262-7700 EXT. 1133,
DGARDNER@CASSELBERRY.ORG, 95 TRIPLET LAKE DRIVE,
CASSELBERRY, FLORIDA 32707.**

- M) Subject to the limitation of liability set forth in the original government contract, if the CONTRACTOR fails to comply with its obligations under the Agreement related to the Public Records Act, and the CITY must enforce the Agreement related to the CONTRACTOR'S OR CONSULTANT'S obligations with respect to public records, or the CITY suffers a third-party award of attorney's fees and/or damages for violating Chapter 119, Florida Statutes, due to CONTRACTOR'S or CONSULTANT'S failure to comply with this Section, the CITY shall collect from CONTRACTOR prevailing party attorney's fees and costs, and any damages incurred by the CITY, for enforcing this Agreement against CONTRACTOR. And, if applicable, the CITY shall also be entitled to reimbursement of all attorneys' fees and damages which the CITY had to pay a third party because of the CONTRACTOR'S failure to comply with this Section, subject to the limitation of liability set forth in the original government contract.
- N) Indemnification.

In addition to the provisions of the original government contract included as Exhibit A, the following additional indemnification obligations shall apply:

For purposes of this indemnity obligation only, CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.011, Florida Statutes. This waiver has been specifically and mutually negotiated by the parties.

With respect to Section 7.2 of the Subscription Services Agreement (part of the Original Government Contract), the first sentence shall be modified as follows: "Customer will, subject to and not exceeding the monetary limitations established in Section 768.28, Florida Statutes, irrespective of the nature of the claim, indemnify and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless . . ."

- O) Force majeure. Except for the City's payment obligations hereunder, notwithstanding anything to the contrary in the original government contract, any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strike (except involving the CONTRACTOR's labor force); extraordinary breakdown of or damage to City's affiliates' facilities; court injunction or order; federal and/or state law and/or regulation; or order by any other regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. Parties may agree (in writing) upon a reasonable extension to any applicable performance schedule. Should any circumstance of Force Majeure remain in effect for sixty (60) days, and should the Parties fail to agree to a reasonable extension in applicable performance schedules, either party may terminate this Agreement. Monetary damages will not be awarded in the event of force majeure.
- P) Data Management

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In accordance with Florida law,

**PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
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in the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

Q) Dealings with Foreign Countries of Concern

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007.

To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

R) Foreign Gifts and Contracts

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes § 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

S) Discriminatory Vendors

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes § 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

T) Disbarment

By signing this Agreement, Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

**PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
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- statements or receiving stolen property.
3. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
 4. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

U) Conflicts of Interest

CONTRACTOR must disclose the name of any of their officers, partners, directors, or proprietors who is also an elected official, officer, or employee of the City of Casselberry or who is the spouse or child of any elected official, officer, or employee of the City of Casselberry. Furthermore, all Bidders CONTRACTOR must disclose the name of any City of Casselberry elected official, officer, or employee, or the spouse or child of a City of Casselberry elected official, officer, or employee, who owns, directly or indirectly, a material interest of five percent (5%) or more of the CONTRACTOR's firm or business or any of its branches, subsidiaries, parent business entities, or partnerships. This obligation to disclose is a continuing obligation for the term of this Agreement. Failure to disclose in this manner may result in the cancellation of work and termination of this Agreement.

V) Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. The Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

W) Anti-Human Trafficking

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion", "labor", and "services" as follows:

- A. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing,

**PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
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confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

B. "Labor" means that work of economic or financial value.

C. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

- X) Contract Manager. Wherever the Original Government Contract uses the term "contract manager," such shall refer to the City of Casselberry's Procurement Manager.
- Y) Limitation of Liability. With respect to a limitation of liability, the CONTRACTOR and CITY agree that the applicable limitation of liability shall be contained in Section 14.4 of the Cooperative Purchasing Master Agreement of the Original Government Contract. The CONTRACTOR and CITY further agree that the limitation of liability found in Section 8.2 of the Motorola Subscription Services Agreement of the Original Government Contract shall not apply.

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

PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
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IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2026.

CITY OF CASSELBERRY, FLORIDA

By: _____

David Henson
Mayor

Attest:

By: _____

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

MOTOROLA SOLUTIONS, INC.

By: _____

Print: ROBERT RICHARDSON

Title: AREA SALES MANAGER

For a corporation:

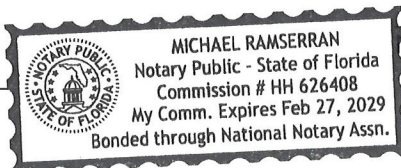
STATE OF FL

COUNTY OF Volusia

3/27/24 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this by Rob Richardson of Motorola Corporation, a Technology corporation, on behalf of the corporation. He/she is personally known to me or has produced FINE as identification.

[Notary Seal]

My Commission Expires: 2/27/29



Notary Public

Name typed, printed or stamped

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-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
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EXHIBIT "A"

Includes the following documents:

1. Department of Management Services Participation in NASPO ValuePoint Master Agreements Authorization Letter
2. Department of Management Services Alternate Contract Source No. 43190000-22-NASPO-ACS
3. Cooperative Purchasing Master Agreement No. 00318, by and between the State of Washington Department of Enterprise Services and Motorola Solutions, Inc.
4. Motorola Solutions, Inc. Quote for 75 APX N70 Portable Radios
5. Motorola Solutions, Inc. Notice to Proceed
6. Motorola Solutions, Inc. Municipal Lease #25857

City of Casselberry | Procurement and Contract Management Division
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Exhibit "B"
Contractor E-Verify Affidavit

I hereby certify that MOTOROLA SOLUTIONS, INC. 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 MOTOROLA SOLUTIONS, INC. proof of registration in the E-Verify system is attached to this Affidavit.

x [Signature]
Print Name: ROBERT RICHARDSON

Date: 3/27/26

STATE OF FL

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3/27/26 by Rob Richardson of Motorola Solutions, a Technology corporation, on behalf of the corporation. He/she is personally known to me or has produced FLN as identification.

[Notary Seal]



[Signature]
Notary Public

Michael Ramserran
Name typed, printed or stamped
My Commission Expires: 2/27/29

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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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 Cuba or 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 Cuba or 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 Cuba or Syria.

This Certification is deemed amended by any amendments to Florida Statute 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: MOTOROLA SOLUTIONS INC

Mailing Address: _____

Telephone Number: _____ Fax Number: _____ E-mail Address: _____

Robert Richardson ROBERT RICHARDSON FEIN: _____
Authorized Signatory Printed Name
Area Sales Manager 3/27/26
Title Date

PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
CITY OF CASSELBERRY POLICE DEPARTMENT

Exhibit "D"
Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 3/27, 2026

Signed: [Signature]

Entity: MOTOROLA SOLUTIONS INC Name: ROBERT RICHARDSON

Title: AREA SALES MANAGER

STATE OF FL
COUNTY OF ALACHUA

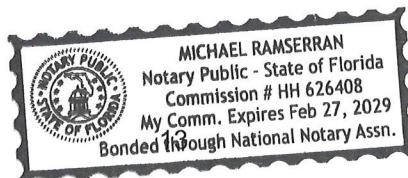
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27 day of March, 2026, by Rob Richardson, as Area Sales Manager for Motorola Solutions, who is personally known to me or who has produced FLID as identification.

Notary Public Signature: [Signature]

State of Florida at Large (Seal)

Print Name: Michael Ramseran

My commission expires: 2/27/29



**PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
CITY OF CASSELBERRY POLICE DEPARTMENT**

**Exhibit "E"
Foreign Country of Concern Attestation**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

MOTOROLA SOLUTIONS, INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: ROBERT RICHARDSON

Title: AREA SALES MANAGER

Signature: Robert Richardson

Date: 3/27/26

PBA-2026-1433 MOTOROLA APX N70 PORTABLE RADIOS FOR
CITY OF CASSELBERRY POLICE DEPARTMENT

Exhibit "F"
Affidavit of Compliance with Anti-Human Trafficking Laws

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as Area Sales Manager (Role) of MOTOROLA SOLUTIONS (Company).
3. MOTOROLA SOLUTIONS (Company) does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
4. I understand that making a false statement in this Affidavit may subject me to criminal penalties.

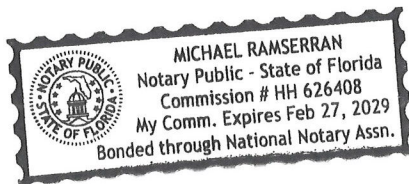
Under penalties of perjury, I Robert Richardson, Area Sales Manager (Signatory Name and Title), declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 27 day of March, 2026 by Rob Richardson as Area Sales Manager [insert type of authority, e.g., officer, trustee, attorney in fact] for Motorola Solutions Inc [insert name of business entity or party on behalf of whom this instrument is executed].

(Notary Seal)



[Signature]
Signature of Notary Public – State of Florida

Michael Ramserran
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification [check]

Type of Identification Produced FLDL



COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

For Use by Eligible Purchasing Entities

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

MOTOROLA SOLUTIONS, INC.

Dated January 1, 2022

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00318

PUBLIC SAFETY COMMUNICATIONS PRODUCTS, SERVICES AND SOLUTIONS

FOR

SUB-CATEGORY 1.1 RADIO SINGLE-BAND PORTABLE RADIO (P25)

SUB-CATEGORY 1.2 RADIO SINGLE-BAND MOBILE RADIO (P25)

SUB-CATEGORY 1.3 RADIO: SINGLE-BAND DESKTOP RADIO (P25)

SUB-CATEGORY 1.4 RADIO MULTI-BAND PORTABLE RADIO (P25)

SUB-CATEGORY 1.5 RADIO MULTI-BAND MOBILE RADIO (P25)

SUB-CATEGORY 1.6 RADIO MULTI-BAND DESKTOP RADIO (P25)

SUB-CATEGORY 1.7 RADIO BASE STATION/REPEATER (P25)

SUB-CATEGORY 2.1 RADIO CONVENTIONAL ANALOG PORTABLE (NON-P25)

SUB-CATEGORY 2.2 RADIO CONVENTIONAL ANALOG MOBILE (NON-P25)

SUB-CATEGORY 2.3 RADIO CONVENTIONAL ANALOG DESKTOP (NON-P25)

SUB-CATEGORY 2.4 RADIO CONVENTIONAL ANALOG BASE STATION/REPEATER (NON-P25)

CATEGORY 4 DISPATCH CONSOLES

COMPLETE TURNKEY RADIO SOLUTION

This Cooperative Purchasing Master Agreement ("Cooperative Purchasing Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and Motorola Solutions, Inc., an Delaware corporation ("Contractor") and is dated and effective as of January 1, 2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish Cooperative Purchasing Master Agreements for goods and services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these Cooperative Purchasing Master Agreements available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO). The NASPO ValuePoint purchasing cooperative program is led by state procurement officers from member states. NASPO ValuePoint does not award contracts; rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting master agreements.

- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a cooperative purchasing master agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that cooperative purchasing master agreement by executing a Participating Addendum. Until a Participating Addendum is executed by the applicable state (a 'participating entity'), no agency or other eligible organization (a 'purchasing entity') may purchase pursuant to the cooperative purchasing master agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.
- E. Enterprise Services, as part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00318 dated November 16, 2020 regarding Public Safety Communications Products, Services and Solutions ("Public Safety Radio"). Sixteen (16) states indicated an intent to utilize the resulting Cooperative Purchasing Master Agreement.
- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, California, Alaska, Oregon, Montana, Tennessee, Colorado and Nevada evaluated all responsive bids to the Competitive Solicitation and identified Contractor as an Apparent Successful Bidder for the Category identified above.
- G. Enterprise Services determined that entering into this Cooperative Purchasing Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Cooperative Purchasing Master Agreement is to enable Participating or Purchasing Entities to purchase Public Safety Radio products and services, in the awarded Category as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Agreement begins January 1, 2022 and ends on December 31, 2026; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, which shall occur no later than June 30, 2025, Contractor meets the following performance metrics:

- Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
- Administrative Fee Payments: Contractor provides timely and accurate Administrative Fee payments as detailed in this Master Agreement and Participating Addendums.

Notwithstanding any provision to the contrary, to effectuate a smooth transition for Participating States and Purchasing Entities for Public Safety Communications Products, Services and Solutions to begin on January 1, 2022, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the date such Participating State and Contractor executes a Participating Addendum. For the avoidance of doubt, no orders for products or services shall be made under this Agreement prior to January 1, 2022.

2. PARTICIPANTS AND SCOPE. This Cooperative Purchasing Master Agreement may be utilized under the following conditions:

- 2.1. PARTICIPATING ENTITIES. Contractor may not sell Public Safety Radio products and services under this Cooperative Purchasing Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms and conditions set forth in the Cooperative Purchasing Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented, or amended by a Participating Addendum; *Provided*, however, that no Participating Addendum shall operate to alter or modify any substantive terms of this Cooperative Purchasing Master Agreement which were solicited and procured pursuant to a competitive procurement. By way of illustration and not limitation, Participating Entities may include unique administrative, delivery, and invoicing requirements, as well as entity-specific confidentiality requirements and similar entity-specific administrative requirements in purchase Orders utilizing this Cooperative Purchasing Master Agreement.
- 2.2. PURCHASING ENTITIES. Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order or other commitment document against the Cooperative Purchasing Master Agreement and becomes financially committed to the purchase.
- 2.3. PARTICIPATING ADDENDUM. Obligations under this Cooperative Purchasing Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive or other process to determine which Cooperative Purchasing Master Agreements to participate in through execution of a Participating Addendum. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum as instructed by the Lead State to support documentation of participation and posting in appropriate databases.
- 2.4. PURCHASING ENTITY RIGHTS. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Cooperative Purchasing Master Agreement and applicable Participating Addendum and will have the same rights

and responsibilities for their purchases as the Lead State has in the Cooperative Purchasing Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Cooperative Purchasing Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and invoice each Participating Entity individually.

- 2.5. PARTICIPATING ADDENDUM APPROVAL. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Purchasing Master Agreement, Contractor is authorized to sell only those Public Safety Radio Products and Services in the category above posted on the NASPO ValuePoint website. Contractor shall not represent to any Participating or Purchasing Entity under this Cooperative Purchasing Master Agreement that Contractor has contractual authority to sell any Public Safety Radio Products beyond those approved and posted on the NASPO ValuePoint website.
- 3.2. MINIMUM WARRANTY FOR INCLUDED GOODS/SERVICES. Notwithstanding any provision to the contrary, Contractor agrees to and is providing a minimum warranty of no less than one (1) year for any goods/services included in this Cooperative Purchasing Master Agreement. Such minimum warranty begins when the goods/services are accepted by Purchasing Entity or as agreed by Purchasing Entity in its ordering documentation. Such minimum warranty includes all firmware and software updates within warranty period. Parts and related software will be free from defects in material and workmanship for one (1) year. If a product fails because of a defect in workmanship or materials within one (1) year from the date of acceptance by Purchasing Entity, manufacture shall repair or replace the product or part with a new product or part without charge to Purchasing Entity.
- 3.3. ADDITIONAL WARRANTY OPTIONS – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available warranty options.
- 3.4. AVAILABLE SERVICES – See Motorola Solutions Pricing Document on the NASPO ValuePoint website for descriptions and pricing for all available services.
- 3.5. ABILITY TO MODIFY SCOPE OF COOPERATIVE PURCHASING MASTER AGREEMENT. Subject to mutual agreement between the parties, Enterprise Services, acting as the lead state, reserves the right to modify the Public Safety Radio Products included in this Cooperative Purchasing Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this competitively procured Cooperative Purchasing Master Agreement. In no event shall such modification, if authorized by Enterprise Services, limit the requirement for cooperative purchasing agreements to be subject to competitive procurement.

- 3.6. **PRODUCT UPDATES.** Upon approval, Contractor may update their products/pricelist on a semi-annual basis. Contractor must submit to the Lead Contract Administrator a revised product/pricelist highlighting changes and include an effective date of the change. At no time during the contract term shall products be deleted from the products/pricelist. Discontinued products/services must be struck-through and highlighted for ease of review process. Product/pricelist updates must be submitted for review and approval to the Lead Contract Administrator thirty (30) days prior to the effective date of the change. All products/pricelist will be posted on the NASPO ValuePoint website.

Product updates for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st. Additional product updates may be considered for approval with proper 30 day notice at the discretion of the Lead State.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

System Solution providers may update their list of available products quarterly. Quarterly means the last day of each calendar quarter, see below.

Quarter	Submitted By	Effective Date
January 1-March 30	March 1 st	April 1 st
April 1-June 30	June 1 st	July 1 st
July 1- September 30	September 1 st	October 1 st
October 1-December 31	December 1 st	January 1 st

All System Solution available product options will be posted on the NASPO ValuePoint website. A minimum of thirty-three percent (33%) of the components offered in a complete Radio or Microwave System Solution must be indexed on the Awarded Contractor's Price List. Enterprise Services reserves the right to audit System Solution orders for compliance. Updates to System Solution available products must be submitted to the Lead Contract Administrator 30 days prior to the effective date of the change. Additional product options may be considered for approval with proper 30 day notice at the discretion of the Lead State.

- 3.7. **ECONOMIC ADJUSTMENTS.** All pricing must be guaranteed for the first year of the Cooperative Purchasing Master Agreement. Following the guarantee period, any request for price increases must be for an equal guarantee period (1 year), and must be submitted to the Lead State at least thirty (30) calendar days prior to the effective date. The Lead State will review a documented request for an MSRP price list increase only after the Price Guarantee Period.

Requests for price increases must include sufficient documentation supporting the request and demonstrating the reasonableness of the adjustment when comparing the current price

list to the proposed price list. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase. The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published manufacturer's price list. No retroactive price increases will be allowed.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published manufacturer's price list, including renewal options, the Lead State shall be notified immediately. All published manufacturer's price list price reductions shall be effective upon the notification provided to the Lead State.

Enterprise Services reserves the right to request clarification and justification for requested Economic Adjustments.

Economic Price Adjustment requests for January 1st through June 30th must be submitted to Lead State Contract Administrator by June 1st to be eligible for product updates effective July 1st. Product updates for July 1st through December 31st must be submitted to the Lead State Contract Administrator by December 1st to be eligible for product updates effective January 1st.

Semi-Annual	Submitted By	Effective Date
January 1-June 30	June 1 st	July 1 st
July 1-December 31	December 1 st	January 1 st

- 3.8. **PRICE CEILING.** Although Contractor may offer lower prices, including volume discounts, to Purchasing Entity, during the term of this Cooperative Purchasing Master Agreement, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth approved and posted on the NASPO ValuePoint website.
- 3.9. **COOPERATIVE PURCHASING MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Purchasing Master Agreement, including scope and pricing, to eligible Purchasing Entity.
- 3.10. **CONTRACTOR RESPONSIBILITIES.** Contractor shall be responsible for successful performance of the Cooperative Purchasing Master Agreement and also for the successful performance of any and all of their partners. Contractor is to be the sole point of contact as applicable by Cooperative Purchasing Master Agreement with regard to contractual matters, payment of any and all charges resulting from the purchase of the products and maintenance of the product for the term of the Cooperative Purchasing Master Agreement unless otherwise specified by a Participating State in a Participating Addendum and/or the Cooperative Purchasing Master Agreement. Contractor must be able to receive, process, and invoice orders unless the Participating State has agreed to assign these functions to a partner. Contractor will be responsible for compliance with requirements under the Cooperative Purchasing Master Agreement, even if requirements are delegated to partners. Contractor and partners must not in any way represent themselves in the name of the Lead State, NASPO ValuePoint or Participating States.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Purchasing Master Agreement and at the time any order is placed pursuant to this Cooperative Purchasing Master Agreement. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that, within fifteen (15) days of executing any Participating Addendum and prior to making any sales pursuant to such Participating Addendum, Contractor shall be in good standing and qualified to do business in such state and that Contractor properly shall have registered to do business in such state, shall possess and shall keep current all required licenses and/or approvals, and that it shall be current, in full compliance, and have paid all applicable taxes owed to such state.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Cooperative Purchasing Master Agreement shall be merchantable, shall conform to this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order, shall be fit and safe for the intended purposes as specified in this Agreement, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the services provided free of liens and encumbrances. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchasing Entity) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchasing Entity's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. These warranties do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; Purchasing Entity's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship equipment to the repair depot; (vi) scratches or other

cosmetic damage to equipment surfaces that does not affect the operation of the equipment; and (vii) normal or customary wear and tear.

THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

- 4.4. WAGE VIOLATIONS. Contractor represents and warrants that, during the term of this Cooperative Purchasing Master Agreement and the three (3) year period immediately preceding the award of the Cooperative Purchasing Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. PAY EQUALITY. Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Cooperative Purchasing Master Agreement and/or any agreement entered into pursuant to this Cooperative Purchasing Master Agreement.
- 4.6. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Cooperative Purchasing Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.7. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited

to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasing Entity's employees.

- 4.8. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Purchasing Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.9. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.10. COOPERATIVE PURCHASING MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Purchasing Master Agreement with eligible Purchasing Entity and to ensure that those entities that utilize this Cooperative Purchasing Master Agreement are eligible Purchasing Entity. Contractor understands and acknowledges that neither Enterprise Services nor Purchasing Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchasing Entity, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.11. COOPERATIVE PURCHASING MASTER AGREEMENT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Purchasing Master Agreement or a similar contract, is transitioned to another contractor (e.g., Cooperative Purchasing Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.
- 4.12. SUB-CONTRACTORS, AUTHORIZED RESELLERS/DEALERS. MANUFACTURER'S REPRESENTATIVE (PARTNERS). If utilizing partners, Contractor is responsible for such partners providing products and services, as well as warranty and maintenance services for any product or solution such partners provide pursuant to this Cooperative Purchasing Master Agreement. Pursuant to their applicable Participating Addendum, each Participating Entity may allow or disallow Contractor to utilize Partners. Only partners approved by the Participating Entity may be utilized. The Participating Entity will define the process to add and remove partners in their Participating Addendum.

5. USING THE COOPERATIVE PURCHASING MASTER AGREEMENT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasing Entity shall order goods and/or services from this Cooperative Purchasing Master Agreement, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchasing Entity but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchasing Entity also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchasing Entity Order"). All order documents must reference the Cooperative Purchasing Master Agreement number. The terms of this Cooperative Purchasing Master Agreement shall apply to any Purchase Order and, in the

event of any conflict, the terms of this Cooperative Purchasing Master Agreement shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Purchasing Master Agreement.

A minimum of thirty-three percent (33%) of the solution components must be indexed on the Contractor's Price List. Prior to executing an order for a "Solution", Contractor shall provide Purchasing Entity a detailed Cost Proposal itemizing all proposed costs (including labor costs, employee benefits, travel, overhead and other direct costs) Contractor estimates it will incur in the performance of the work.

- (a) All order documents must, at a minimum, reference
 - the Cooperative Purchasing Master Agreement number;
 - The place and requested time of delivery;
 - A billing address;
 - The name, phone number, and address of the Participating Entity representative;
- (b) All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Participating Entity's purchasing office, or to such other individual identified in writing in the Order.
- (c) Orders must be placed pursuant to this Cooperative Purchasing Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- (d) Notwithstanding the expiration, cancellation or termination of this Cooperative Purchasing Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Cooperative Purchasing Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Cooperative Purchasing Master Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Purchasing Master Agreement, the Purchase Order used by Purchasing Entity, or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchasing Entity's normal work hours and within the time period mutually agreed in writing between Purchasing Entity and Contractor at the time of order placement. Deliveries to be off-loaded at Purchasing Entity's receiving dock or designated job site by Contractor.

- (b) Contractor shall ship all goods purchased pursuant to this Master Agreement Purchasing Entity's specified destination. Shipping charges must be mutually agreed to between Purchasing Entity and Contractor. Contractor shall bear all risk of loss, damage, or destruction of the goods ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchasing Entity's fault or negligence.
- (c) All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
- (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Purchasing Master Agreement shall be identified by the Cooperative Purchasing Master Agreement number set forth on the cover of this Cooperative Purchasing Master Agreement and the applicable Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- (e) Purchasing Entities may return unopened or unused (non-specialty) Public Safety Radio products within ten (10) business days of receipt for full credit, minus any freight or restocking fee. In such event, Contractor is responsible for shipping costs pertaining to any defective Public Safety Radio Products that are returned.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Purchasing Master Agreement are subject to Purchasing Entity's reasonable inspection, testing, and approval at Purchasing Entity's destination. Such inspection and approval shall be determined within thirty (30) days of delivery. Purchasing Entity reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Purchasing Master Agreement and Purchasing Entity's Purchase Order. Purchasing Entity may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchasing Entity will notify Contractor within five (5) business days. At Purchasing Entity's option, and without limiting any other rights, Purchasing Entity may require Contractor to, consistent with the warranty terms, repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchasing Entity's option, Purchasing Entity may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

- (a) All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Cooperative Purchasing Master Agreement. Products that do not meet

specifications may be rejected. Failure to reject upon receipt, however, does not relieve Contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when the Public Safety Radio Products are put to use. Acceptance of such Public Safety Radio Products may be revoked in accordance with the provisions of the applicable commercial code, and Contractor shall be liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of any Public Safety Radio Products rejected and returned, or for which Acceptance is revoked.

- (b) If any Public Safety Radio Products do not conform to the specifications, the Purchasing Entity may require the Contractor to repair or replace the Public Safety Radio Product in conformity with the specifications.

- 5.4. ON SITE REQUIREMENTS. While on Purchasing Entity's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, and other security requirements.
- 5.5. INSTALLATION. Installation shall be performed by Contractor or Sub-Contractor, in a professional manner in accordance with industry standard best practices. The premises shall be left in a neat, clean, and undamaged condition. Purchasing Entity reserves the right to require Contractor or Sub-Contractor to repair any damage caused during installation or provide full compensation as determined by Purchasing Entity.
- 5.6. CONFIDENTIALITY; SAFEGUARDING OF INFORMATION. Contractor shall not use or disclose any information concerning Enterprise Services/the State of Washington or Purchasing Entity's information which may be classified as confidential, for any purpose not directly connected with the administration of this Cooperative Purchasing Master Agreement, except with prior written consent of Enterprise Services (or the applicable Purchasing Entity), or as may be required by law.
- 5.7. TREATMENT OF ASSETS. Title to all property furnished by any Participating State and/or Purchasing Entity shall remain with such Participating State and/or Purchasing Entity, as applicable. Any property of any Participating State and/or Purchasing Entity furnished to Contractor shall, unless otherwise provided herein or approved by such Participating State and/or Purchasing Entity, be used only for the performance of this Cooperative Purchasing Master Agreement. Contractor shall be responsible for damages as a result of any loss or damage to property of any Participating State and/or Purchasing Entity to the extent it results from the negligence of Contractor or to the extent it results from the failure on the part of Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances. If any such Participating State and/or Purchasing Entity property is lost, destroyed, or damaged, Contractor immediately shall notify such Participating State and/or Purchasing Entity and shall take all reasonable steps to protect the property from further damage. Contractor shall surrender to such Participating State and/or Purchasing Entity all property of such Participating State and/or Purchasing Entity prior to settlement upon completion, termination, or cancellation of this Cooperative Purchasing Master Agreement. Title to all property furnished by Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the Purchasing Entity upon delivery of such property by Contractor and acceptance by the Purchasing Entity. Title to other property, the cost of which is reimbursable to Contractor under this Contract, shall pass to and vest in the

Purchasing Entity upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchasing Entity in whole or in part, whichever first occurs. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors. Title to software shall not pass to Purchasing Entity but shall be licensed. All reference to Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

- 5.8. **SOFTWARE LICENSE AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Cooperative Purchasing Master Agreement requires software or firmware to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Software License Agreement that will apply to such transactions. Contractor's current version of the Software License Agreement is located on the NASPO ValuePoint website. Contractor's software license agreement shall not conflict with the terms and conditions of this Cooperative Purchasing Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Software License Agreement, the Cooperative Purchasing Master Agreement shall prevail.
- 5.9. **SUBSCRIPTION SERVICES AGREEMENT.** If the public safety communications equipment ordered and delivered under the terms and conditions of this Contract requires subscription services to operate, Purchasing Entity and Contractor will mutually agree to Contractor's Subscription Services Agreement that will apply to such transactions. Contractor's current version of the Subscription Services Agreement is located on the NASPO ValuePoint website. Contractor's Subscription Services Agreement shall not conflict with the terms and conditions of this Master Agreement. If there are any conflicts between the Cooperative Purchasing Master Agreement and Contractor's Subscription Services Agreement, the Cooperative Purchasing Master Agreement shall prevail.

6. INVOICING & PAYMENT.

- 6.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchasing Entity's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- Cooperative Purchasing Master Agreement No. 00318
 - Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
 - Contractor's Federal Tax Identification Number
 - Date(s) of delivery
 - Applicable goods/services
 - Invoice amount; and
 - Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Purchasing Master Agreement prices, less discounts or lower negotiated costs. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 6.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due within thirty (30) days of invoice. If Purchasing Entity fails to make timely payment(s), Contractor may invoice Purchasing Entity in the amount of one percent (1%) per

month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

- 6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. NO ADVANCE PAYMENT. No advance payment shall be made for the products and services furnished by Contractor pursuant to this Cooperative Purchasing Master Agreement; *Provided*, however, that the parties agree that maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.
- 6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Purchasing Master Agreement. Failure to do so shall constitute breach of this Cooperative Purchasing Master Agreement. Unless otherwise agreed, Purchasing Entity shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchasing Entity, Purchase has not provided Contractor with a valid exemption certificate from such federal excise taxes.

7. CONTRACT MANAGEMENT.

- 7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Purchasing Master Agreement. Enterprise Services' contract administrator shall provide Cooperative Purchasing Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Purchasing Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Contract Administrator 00318
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2218

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781

Email: DESContractsTeamCypress@des.wa.gov

Tel: (360) 409-3223

Email: andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchasing Entity issues pertaining to this Cooperative Purchasing Master Agreement.
- 7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise
Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Motorola Solutions, Inc.

Attn: Andrew Chyterbok
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Email:
andrew.chyterbok@motorolasolutions.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.

- 8.1. SUMMARY SALES DATA. Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Cooperative Purchasing Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 8.2. DETAILED SALES DATA. Contractor also shall report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Participating Entity name; (4) Participating Entity bill-to and ship-to locations; (4) Participating Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; and (8) line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Enterprise Services and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall

include sales information for all sales under Participating Addenda executed under this Cooperative Purchasing Master Agreement.

- 8.3. **NASPO VALUEPOINT EXECUTIVE SUMMARY.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 8.4. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Cooperative Purchasing Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- 8.5. **CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.** Participating Addenda, as well as Orders or transaction data relating to Orders under this Cooperative Purchasing Master Agreement that identify the entity/customer, Order dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Cooperative Purchasing Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Cooperative Purchasing Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

9. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW

- 9.1. **NASPO VALUEPOINT COOPERATIVE PROGRAM.** Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Cooperative Purchasing Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Cooperative Purchasing Master Agreement and Participating Addendum process, and the manner in which qualifying entities can participate in the Cooperative Purchasing Master Agreement.
- 9.2. **LOGOS.** NASPO VALUEPOINT logos may not be used by Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 9.3. **ANNUAL SUPPLIER BUSINESS REVIEW.** Contractor agrees to participate in an annual supplier performance review at a location (virtual or in-person) selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees. The 2022 Annual Supplier Business Review requires in-person

attendance. Any subsequent Annual Supplier Business Review meetings may be attended virtually or in-person.

10. ADMINISTRATIVE FEES.

- 10.1. CONTRACTOR shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint ADMINISTRATIVE Fee of one-quarter of one percent (0.25%) of the quarterly sales by participating state. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.
- 10.2. Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Cooperative Purchasing Master Agreement. The Contractor may adjust the Cooperative Purchasing Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Purchasing Master Agreement and orders placed by Purchasing Entity under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.2. AUDIT. Upon reasonable advance written notice, Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasing Entity and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Cooperative Purchasing Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Purchasing Master Agreement or final payment for any order placed by a Purchasing Entity against this Cooperative Purchasing Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchasing Entity, Contractor shall reimburse Purchasing Entity for any overpayments inconsistent with the terms of this Cooperative Purchasing Master Agreement or orders, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. During the Term of this Cooperative Purchasing Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit A – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Purchasing Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a Certificate of Insurance acceptable to Enterprise Services that (1) includes the State of Washington and Enterprise Services as additional insureds, (2) provides for written notice of cancellation delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

- 13. PUBLIC INFORMATION.** This Cooperative Purchasing Master Agreement, all related documents, and all records created as a result of the Cooperative Purchasing Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely

respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. DEFAULTS AND REMEDIES

14.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Cooperative Purchasing Master Agreement immediately by written cure notice of any default. Contractor may be required to submit a written cure plan within five (5) business days of Suspension notification. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Purchasing Master Agreement. All of Contractor's obligations to Enterprise Services and Purchasing Entity survive termination of Contractor's rights under this Cooperative Purchasing Master Agreement, until such obligations have been fulfilled.

14.2. **DEFAULT.** Each of the following events shall constitute default of this Cooperative Purchasing Master Agreement by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Purchasing Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

14.3. **REMEDIES for DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Purchasing Master Agreement are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasing Entity replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Purchasing Master Agreement price and the replacement or cover price for identical equipment or services, as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement. Enterprise Services or Purchasing Entity will mitigate damages and provide Contractor with detailed invoices substantiating the charges.
- (c) Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Cooperative Purchasing Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, either Party shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order. Nothing in this Cooperative Purchasing Master Agreement shall be

construed to limit the rights and remedies available to either Party under the applicable commercial code.

- 14.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchasing Entity be liable to the other for exemplary or punitive damages. Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the \$2,000,000 per claim or \$30,000,000 aggregate liability; *provided*, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of gross negligence, personal injury or death.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Agreement may be brought later than the limitations period specified by statute.

- 14.5. GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Purchasing Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Purchasing Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor. Contractor will be entitled to seek a change order to the extent Contractor provides documentary evidence that Contractor has incurred additional costs as a result of the suspension including costs to demobilize and remobilize the project.
- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Cooperative Purchasing Master Agreement; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Participating Entity or Purchasing Entity from payment for goods and/or services

already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents to the extent caused by its operations under this Cooperative Purchasing Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly or indirectly from its acts or omissions under this Cooperative Purchasing Master Agreement, to the extent attributable to negligence by Contractor or its agents.
- 15.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, any Purchasing Entity, and NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint) (NASPO) and their respective employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") to the extent arising from any negligent act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Purchasing Master Agreement, except to the extent such claims are caused by Enterprise Services, any Purchasing Entity, or NASPO's negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Cooperative Purchasing Master Agreement or in any other document executed in conjunction with this Cooperative Purchasing Master Agreement.
- 15.3. INDEMNIFICATION – Intellectual Property. The Contractor will defend at its expense any suit brought against NASPO, NASPO ValuePoint, Participating State or Purchasing Entity, ("Customer") to the extent it is based on a third party claim alleging Contractor manufactured equipment or Contractor software ("Contractor Product") directly infringes a United States patent or copyright ("Intellectual Property Claim") if Contractor receives reasonably prompt written notice of such claim or suit. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense.

If an Intellectual Property Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant Customer a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

- (1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - (b) modified by a third party other than Contractor
 - (c) specified by the Contractor to work with the Product; or
 - (d) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
 - (e) it would be reasonably expected to use the Product in combination with such product, system or method.

This Section 15 provides Customer's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. Customer has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 15 are subject to and limited by the restrictions set forth in Section 14.4.

16. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Cooperative Purchasing Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

17. GENERAL PROVISIONS.

- 17.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Cooperative Purchasing Master Agreement.
- 17.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 17.3. **INTEGRATED AGREEMENT.** This Cooperative Purchasing Master Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Cooperative Purchasing Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 17.5. **AUTHORITY.** Each party to this Cooperative Purchasing Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that

it has full power and authority to enter into this Cooperative Purchasing Master Agreement and that its execution, delivery, and performance of this Cooperative Purchasing Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 17.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Purchasing Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.7. ASSIGNMENT. Contractor may not assign its rights under this Cooperative Purchasing Master Agreement without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Purchasing Master Agreement in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Purchasing Master Agreement notwithstanding any prior assignment of its rights.
- 17.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Purchasing Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 17.9. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Cooperative Purchasing Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 17.10. FEDERAL FUNDS. To the extent that any Purchasing Entity uses federal funds to purchase goods and/or services pursuant to this Cooperative Purchasing Master Agreement, such Purchasing Entity shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery. Contractor shall have reasonable opportunity to review, and if required, clarify such requirement or certification prior to accepting any such order.
- 17.11. SEVERABILITY. If any provision of this Cooperative Purchasing Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Purchasing Master Agreement, and to this end the provisions of this Cooperative Purchasing Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Purchasing Master Agreement.
- 17.12. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its

obligations under this Cooperative Purchasing Master Agreement, nor shall any purported oral modification or rescission of this Cooperative Purchasing Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 17.13. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Purchasing Master Agreement shall survive and remain in effect following the expiration or termination of this Cooperative Purchasing Master Agreement, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Cooperative Purchasing Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Cooperative Purchasing Master Agreement or Order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.
- 17.15. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Cooperative Purchasing Master Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Order placed against the Cooperative Purchasing Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
- 17.16. **SOVEREIGN IMMUNITY.** In no event shall this Cooperative Purchasing Master Agreement, any Participating Addendum or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Purchasing Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Cooperative Purchasing Master Agreement shall be construed as a whole according to their common meaning and not

strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Purchasing Master Agreement. Each party hereto and its counsel has reviewed and revised this Cooperative Purchasing Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Purchasing Master Agreement. Each term and provision of this Cooperative Purchasing Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

- 17.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Purchasing Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Purchasing Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Purchasing Master Agreement.
- 17.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Purchasing Master Agreement in their entirety.
- 17.21. CAPTIONS & HEADINGS. The captions and headings in this Cooperative Purchasing Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Purchasing Master Agreement nor the meaning of any provisions hereof.
- 17.22. ELECTRONIC SIGNATURES. An electronic signature of this Cooperative Purchasing Master Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Purchasing Master Agreement or such other ancillary agreement for all purposes.
- 17.23. COUNTERPARTS. This Cooperative Purchasing Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Purchasing Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Purchasing Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Elena McGrew
Elena McGrew
Its: Acting Statewide Enterprise Procurement
Manager

MOTOROLA SOLUTIONS, INC.
A DELAWARE CORPORATION

By: Neil Thomas
Neil Thomas
Its: Regional Vice President and Director of
Sales

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Purchasing Master Agreement, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are required. Contractor's insurance coverage shall be the amounts specified. Coverage in the amounts of these limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability and, Commercial Automobile Liability, Insurance shall include the State of Washington and all authorized Purchasing Entity (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Purchasing Master Agreement, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Purchasing Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and amounts, have been secured. In addition, no less than five (5) days prior to coverage expiration, Contractor shall furnish to

Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All certificates of insurance shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Purchasing Master Agreement Insurance Certificate
**Cooperative Purchasing Master Agreement
No. 00318 – Public Safety Communications Products, Services and Solutions**
Attn: Team Cypress
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamCypress@des.wa.gov

Note: For Email notice, the Email Subject line must state:

**Cooperative Purchasing Master Agreement Insurance Certificate –
No. 00318 – Public Safety Communications Products, Services and Solutions**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchasing Entity. All insurance or self-insurance of the State of Washington and/or Purchasing Entity shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Prior to utilizing any subcontractor, Contractor shall require any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchasing Entity for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Cooperative Purchasing Master Agreement number stated on the cover of this Cooperative Purchasing Master Agreement.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Purchasing Master Agreement.

00318 NVP-MA Motorola Clean-20211221_MSI_signed

Final Audit Report

2022-01-04

Created:	2022-01-04
By:	Neva Peckham (neva.peckham@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATm9nOYpuw4mH_AHN_ril9XZfWe7EIZrX

"00318 NVP-MA Motorola Clean-20211221_MSI_signed" History

-  Document created by Neva Peckham (neva.peckham@des.wa.gov)
2022-01-04 - 3:00:02 PM GMT- IP address: 198.238.242.30
-  Document emailed to Elena McGrew (elena.mcgrew@des.wa.gov) for signature
2022-01-04 - 3:01:00 PM GMT
-  Email viewed by Elena McGrew (elena.mcgrew@des.wa.gov)
2022-01-04 - 4:25:28 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Elena McGrew (elena.mcgrew@des.wa.gov)
Signature Date: 2022-01-04 - 10:19:39 PM GMT - Time Source: server- IP address: 198.238.242.30
-  Agreement completed.
2022-01-04 - 10:19:39 PM GMT



**PARTICIPATION IN NASPO VALUEPOINT MASTER AGREEMENTS
BY
PUBLIC ENTITIES IN THE STATE OF FLORIDA**

As the NASPO member from the State of Florida, the Florida Chief Procurement Officer has authorized NASPO ValuePoint to make NASPO ValuePoint contracts available to all authorized public entities, except a public entity subject to the jurisdiction of a chief procurement officer (CPO) established in statute, rule, or law. Public entities subject to the jurisdiction of a CPO may participate in NASPO ValuePoint contracts as authorized by the CPO.

The State of Florida has notified NASPO ValuePoint that each authorized public entity that is not subject to the jurisdiction of a CPO as identified above, including political subdivisions, has their own procurement authority. They may execute ValuePoint participating addendums with any current NASPO ValuePoint contractor provided the execution falls within the statutory procurement authority of the authorized public entity.

Scanned copies of all executed participating addendums are to be sent by email in PDF format to pa@naspovaluepoint.org.

This authorization may be rescinded at any time by the Florida CPO or their delegate.

Questions regarding this notice may be sent to NASPO ValuePoint by email at info@naspovaluepoint.org

Effective Date: September 11, 2023

Brandon Spencer, Florida Chief Procurement Officer



**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS**

For

Public Safety Communications Products, Services, and Solutions

This Alternate Contract Source No. 43190000-22-NASPO-ACS, Public Safety Communications Products, Services, and Solutions (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and Motorola Solutions, Inc. (Contractor), located at 500 W Monroe Street Suite 4400, Chicago, IL 6661-3781 collectively referred to herein as the “Parties.”

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract.

WHEREAS, the State of Washington, competitively procured public safety communication products, services, and solutions and executed Master Agreement 00318, (Master Agreement), with the Contractor;

WHEREAS, the Secretary of Management Services has evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and the best value to the state.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective January 1, 2022, and its term currently ends on December 31, 2026. The Master Agreement has two years of renewals available. The Contract will become effective on the date signed by all Parties. The Contract will expire on December 31, 2026, unless terminated earlier or renewed in accordance with Exhibit A or Exhibit B, Special Contract Conditions, as applicable.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, C, and this Contract document constitute the Participating Addendum to the Master Agreement and modify or supplement the terms and conditions of the Master Agreement. All exhibits listed below are incorporated by reference

**Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions**

into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions
- c) Exhibit B: Special Contract Conditions
- d) Exhibit C: Price Sheet
- e) Exhibit D: Master Agreement (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation. The lack of a comparable Florida law does not limit the effectiveness of any provision in the Master Agreement except to the extent the provision conflicts with this Contract.

3. Purchases off this Contract.

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

4. Primary Contacts.

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: christopher.mcmullen@dms.fl.gov

Contractor's Contract Manager:

Andrew Chyterbok
Motorola Solutions, Inc.
500 W Monroe Street
Suite 4400
Chicago, IL 6661-3781
Tel: (360) 409-3223
andrew.chyterbok@motorolasolutions.com

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MOTOROLA SOLUTIONS, INC.

DocuSigned by:



Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES

J. Todd Inman, Secretary

Date:

Alternate Contract Source (ACS)
No. 43190000-22-NASPO-ACS
For
Public Safety Communications Products, Services, and Solutions

5. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

MOTOROLA SOLUTIONS, INC.

DocuSigned by:



Name: Danny Sanchez

Title: Territory Vice President

2/28/2022 | 5:03 PM EST

Date:

DEPARTMENT OF MANAGEMENT SERVICES



J. Todd Inman, Secretary

3/8/2022

Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS

EXHIBIT A

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. Preferred Pricing Affidavit: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- D. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- E. Punchout Catalog and Electronic Invoicing.
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a

supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) EDI (Electronic Data Interchange)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

The Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within MFMP. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

- F. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
 - 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
 - 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
- G. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the end of each month	\$100 per day late

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

- H. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
 - b. Contract savings (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance
- I. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed a one percent transaction fee or less, or an increased fee as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

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

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or

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

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

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

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

12.1 Performance or Compliance Audits.

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

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- J. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

EXHIBIT B

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

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

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

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

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

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

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

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

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

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

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

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

**MOTOROLA SOLUTIONS**

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9-Mar-25

Casselberry PD - William Nas

Quote Valid 60 Days

New Quote

ITEM	MODEL #	DESCRIPTION	LIST PRICE	DISCOUNT	DISCOUNTED PRICE	QTY	EXTENDED PRICE
APX N70 Portable Radio							
1	H35UCT9PW8AN	APX N70 7/800 MODEL 4.5 PORTABLE	\$5,365.00	27.00%	\$3,916.45	75	\$293,733.75
1a	BD00001AA	ADD: CORE BUNDLE	\$3,323.00	27.00%	\$2,425.79	75	\$181,934.25
1b	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	included	27.00%	included	75	included
1c	QA03399AK	ADD: ENHANCED DATA	included	27.00%	included	75	included
1d	QA00580BA	ADD: TDMA OPERATION	included	27.00%	included	75	included
1e	QA00569AP	ADD: 7/800MHZ BAND	included	27.00%	included	75	included
1f	Q361CD	ADD: P25 9600 BAUD TRUNKING	included	27.00%	included	75	included
1g	QA09028AA	ADD: VIQI VC RADIO OPERATION	included	27.00%	included	75	included
1h	H38DA	ADD: SMARTZONE OPERATION	included	27.00%	included	75	included
1i	QA09001AM	ADD: WIFI CAPABILITY	included	27.00%	included	75	included
1j	Q387CB	ADD: MULTICAST VOTING SCAN	included	27.00%	included	75	included
1k	BD00010AA	ADD: SECURITY BUNDLE	\$1,227.00	27.00%	\$895.71	75	\$67,178.25
1l	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	included	27.00%	included	75	included
1m	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	included	27.00%	included	75	included
1n	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	included	27.00%	included	75	included
1o	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	included	27.00%	included	75	included
1p	QA08817	ALT: BATT IMPRES LIION IP68 4400T	\$217.64	27.00%	\$158.88	75	\$11,916.00
1q	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	\$6.42	27.00%	\$4.69	75	\$351.75
1v	QA07680	ADD: MULTI SYSTEM OTAR	included	27.00%	included	75	included
1w	LSV01S034	APX N70 ESSENTIAL 5 YEARS - Year 1	\$68.64	0.00%	\$68.64	75	\$5,148.00
1x	LSV01S035	APX N70 ESSENTIAL 5 YEARS - Year 2	\$68.64	0.00%	\$68.64	75	\$5,148.00
1y	LSV01S036	APX N70 ESSENTIAL 5 YEARS - Year 3	\$68.64	0.00%	\$68.64	75	\$5,148.00
1z	LSV01S037	APX N70 ESSENTIAL 5 YEARS - Year 4	\$68.64	0.00%	\$68.64	75	\$5,148.00
1aa	LSV01S038	APX N70 ESSENTIAL 5 YEARS - Year 5	\$68.64	0.00%	\$68.64	75	\$5,148.00
1ab	LSV01S03082A	RADIO CENTRAL 5 YEARS - YEAR 1	\$32.04	0.00%	\$32.04	75	\$2,403.00
1ac	LSV01S03082A	RADIO CENTRAL 5 YEARS - YEAR 2	\$32.04	0.00%	\$32.04	75	\$2,403.00
1ad	LSV01S03082A	RADIO CENTRAL 5 YEARS - YEAR 3	\$32.04	0.00%	\$32.04	75	\$2,403.00
1ae	LSV01S03082A	RADIO CENTRAL 5 YEARS - YEAR 4	\$32.04	0.00%	\$32.04	75	\$2,403.00
1af	LSV01S03082A	RADIO CENTRAL 5 YEARS - YEAR 5	\$32.04	0.00%	\$32.04	75	\$2,403.00
2	PMMN4158	WM800 WIRELESS RSM WITH BATTERY AND DESK CHARGER	\$680.00	27.00%	\$496.40	75	\$37,230.00
3	PMPN4604	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES 2 EXT US	\$221.64	27.00%	\$161.80	75	\$12,135.00
4	PMNN4817	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T - Spare Battery	\$248.05	27.00%	\$181.08	75	\$13,581.00
APX Next Smart Feature subscriptions							
5	SSV01P01902A	APX NEXT SMART MAPPING- 5 YEARS - YEAR 1	\$75.00	0.00%	\$75.00	75	\$5,625.00
5a	SSV01P01902A	APX NEXT SMART MAPPING- 5 YEARS - YEAR 2	\$75.00	0.00%	\$75.00	75	\$5,625.00
5b	SSV01P01902A	APX NEXT SMART MAPPING- 5 YEARS - YEAR 3	\$75.00	0.00%	\$75.00	75	\$5,625.00
5c	SSV01P01902A	APX NEXT SMART MAPPING- 5 YEARS - YEAR 4	\$75.00	0.00%	\$75.00	75	\$5,625.00
5d	SSV01P01902A	APX NEXT SMART MAPPING- 5 YEARS - YEAR 5	\$75.00	0.00%	\$75.00	75	\$5,625.00
6	SSV01P01476A	APX NEXT SMART LOCATE- 5 YEARS - YEAR 1	\$75.00	0.00%	\$75.00	75	\$5,625.00
6a	SSV01P01476A	APX NEXT SMART LOCATE- 5 YEARS - YEAR 2	\$75.00	0.00%	\$75.00	75	\$5,625.00
6b	SSV01P01476A	APX NEXT SMART LOCATE- 5 YEARS - YEAR 3	\$75.00	0.00%	\$75.00	75	\$5,625.00
6c	SSV01P01476A	APX NEXT SMART LOCATE- 5 YEARS - YEAR 4	\$75.00	0.00%	\$75.00	75	\$5,625.00
6d	SSV01P01476A	APX NEXT SMART LOCATE- 5 YEARS - YEAR 5	\$75.00	0.00%	\$75.00	75	\$5,625.00
7	SSV01P01407B	APX NEXT SMART PROGRAMMING - 5 YEARS - YEAR 1	\$75.00	0.00%	\$75.00	75	\$5,625.00
7a	SSV01P01407B	APX NEXT SMART PROGRAMMING - 5 YEARS - YEAR 2	\$75.00	0.00%	\$75.00	75	\$5,625.00
7b	SSV01P01407B	APX NEXT SMART PROGRAMMING - 5 YEARS - YEAR 3	\$75.00	0.00%	\$75.00	75	\$5,625.00
7c	SSV01P01407B	APX NEXT SMART PROGRAMMING - 5 YEARS - YEAR 4	\$75.00	0.00%	\$75.00	75	\$5,625.00
7d	SSV01P01407B	APX NEXT SMART PROGRAMMING - 5 YEARS - YEAR 5	\$75.00	0.00%	\$75.00	75	\$5,625.00
8	SSV01P01406A	APX NEXT SMART CONNECT- 5 YEARS - YEAR 1	\$75.00	0.00%	\$75.00	75	\$5,625.00
8a	SSV01P01406A	APX NEXT SMART CONNECT- 5 YEARS - YEAR 2	\$75.00	0.00%	\$75.00	75	\$5,625.00
8b	SSV01P01406A	APX NEXT SMART CONNECT- 5 YEARS - YEAR 3	\$75.00	0.00%	\$75.00	75	\$5,625.00

8c	SSV01P01406A	APX NEXT SMART CONNECT- 5 YEARS - YEAR 4	\$75.00	0.00%	\$75.00	75	\$5,625.00
8d	SSV01P01406A	APX NEXT SMART CONNECT- 5 YEARS - YEAR 5	\$75.00	0.00%	\$75.00	75	\$5,625.00
9	SSV01P01685B	CC AWARE LOCATION & MAPPING FOR APX N70- 5 YEARS up to 100 Radio - YEAR 1	\$5,500.00	0.00%	\$5,500.00	1	\$5,500.00
9a	SSV01P01685B	CC AWARE LOCATION & MAPPING FOR APX N70- 5 YEARS up to 100 Radio - YEAR 2	\$5,500.00	0.00%	\$5,500.00	1	\$5,500.00
9b	SSV01P01685B	CC AWARE LOCATION & MAPPING FOR APX N70- 5 YEARS up to 100 Radio - YEAR 3	\$5,500.00	0.00%	\$5,500.00	1	\$5,500.00
9c	SSV01P01685B	CC AWARE LOCATION & MAPPING FOR APX N70- 5 YEARS up to 100 Radio - YEAR 4	\$5,500.00	0.00%	\$5,500.00	1	\$5,500.00
9d	SSV01P01685B	CC AWARE LOCATION & MAPPING FOR APX N70- 5 YEARS up to 100 Radio - YEAR 5	\$5,500.00	0.00%	\$5,500.00	1	\$5,500.00
	Promo	Incentive - APX Portable radio trade in Credit - requires Lease/Purchase exectuion by 4-27-2026			(\$900.00)	62	(\$55,800.00)
total							\$740,015.00

Note: 1. Above pricing, terms and conditions are per the State of Florida Contract No. - 43190000-23-NASPO-ACS-1
2. Above pricing assumes programming done by Customer/ Seminole County Radio Services

PLEASE ENSURE ALL PURCHASE ORDERS REFLECT THE FOLLOWING INFORMATION:
PAYMENT TERMS: NET 30
VENDOR NAME: MOTOROLA SOLUTIONS, INC.
YOUR BILL TO AND SHIP TO ADDRESS
YOUR PREFERRED EMAIL ADDRESS FOR ELECTRONIC INVOICING



City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

4-27-2026

To: Motorola Solutions, Inc. ("Motorola")
500 W. Monroe St.
Chicago, IL 60661

Re: APX N70 Portable Radio Purchase

Contract Name / Number: State of Florida Contract No. - 43190000-22-NASPO-ACS-1 and NASPO 00318

Motorola Lease #:: 25857

Proposal / Quote Ref & (required): APX N70 quote dated 3-2-2026

This Notice to Proceed (NTP) serves as authorization for Motorola Solutions to place an order and invoice for the communication equipment and services as referenced on the Proposal / Quote for the purchase price of \$840,500.45. The Purchase will be paid with the disbursements from Motorola Lease Purchase Agreement in the amount of \$707,908.45. The balance of \$132,592.00 will be paid, as invoiced, annually. The terms and conditions of the State of Florida Contract No. - 43190000-22-NASPO-ACS-1 and NASPO 00318 and Motorola Lease Financing agreement will guide this purchase.

The payments for this purchase (lease payments and annual services) will be as follows (amortization table for lease is within the lease 25857 document:

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Lease Payment (includes Interest)	\$ 141,581.69	\$ 141,581.69	\$ 141,581.69	\$ 141,581.69	\$ 141,581.69
Public Safety Applications (Years 2-5)	Included in Lease	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
DMS & Essential Coverage (Years 2-5)	Included in Lease	\$ 5,148.00	\$ 5,148.00	\$ 5,148.00	\$ 5,148.00
Combined Total	\$ 141,581.69	\$ 174,729.69	\$ 174,729.69	\$ 174,729.69	\$ 174,729.69

Title and Risk of Loss to Equipment shall pass to Customer upon receipt. Unless otherwise agreed by the parties in writing, shipment will be made in a manner determined by Motorola. This NTP will take precedence with respect to conflicting or ambiguous terms.

Customer affirms they have signatory authority to execute this contract. The contract price is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

Unless otherwise agreed upon in writing, invoices will be billed based on equipment shipped, services rendered, and standard payment terms and milestones. Once billed, invoices shall be sent and emailed to the Customer at the following address:

Accounts Payable
City of Casselberry
95 Triplet Lake Drive
Casselberry, FL 32707
Email via: ap@casselberry.org

Invoices should reference[Please indicate if there are any specific reference required on Motorola Invoice]:

The Equipment will be shipped to the Customer at the following address:

Attn: Captain William Nas
City of Casselberry
City of Casselberry Police
115 Willshire Blvd
Casselberry, FL 32707

The ultimate destination address (if different from the ship to above) where the Equipment will be delivered to Customer is:

Same as Above

Customer may change shipment information by giving written or electronic notice to Motorola.

If you have any questions regarding this order, please feel free to contact William Nas at 407-262-7616.

Sincerely yours,

By: _____
David Henson
Mayor

Attest By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:



March 4, 2026

CITY OF CASSELBERRY
95 Triplet Lake Dr
Casselberry FL 32707

RE: Municipal Lease #25857

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25857 are valid for contracts that are executed and returned to Motorola on or before April 27, 2026. After 4/27/26, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

1. Complete Billing Address City of Casselberry
95 Triplet Lake Drive, Casselberry, Florida 32707

E-mail Address: ap@casselberry.org

Attention: Accounts Payable

Phone: (407) 262-7700, Ext. 1143
2. Lessee County Location: Seminole County
3. Federal Tax I.D. Number 59-1056912
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: To be provided once approved by City Commission.
5. Equipment description that you would like to appear on your invoicing:

APX N70 7/800 MODEL 4.5 PORTABLE RADIOS

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Captain William Nas

City of Casselberry
Casselberry Police Department
115 Wilshire Boulevard
Casselberry, Florida 32707

Phone: (407) 262-7616, Ext. 1030

Email: wnas@casselberry.org
7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

LESSEE:

CITY OF CASSELBERRY
95 Triplet Lake Dr
Casselberry FL 32707

Lease Number: 25857
LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("*Equipment*") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("*Lease*").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("*Lease Term*").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "*Contract*") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("*Assignee*"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee and Lessee shall promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "*Code*"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term ; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Upon delivery, Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect

therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law and not exceeding the limitations in Section 768.28, Florida Statutes, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with

Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a

location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested or sent electronically via email, to the other party at its address set forth herein or at such address as the party may provide in writing or electronically from time to time. If mailed, any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 15th day of April, 2026

LESSEE:

ELPA FL Short C 72816

LESSOR:

CITY OF CASSELBERRY

MOTOROLA SOLUTIONS, INC.

By: _____

By: _____

Name: David Henson

Name: Uygur Gazioglu

Title: Mayor

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, Donna G. Gardner, CMC do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of CITY OF CASSELBERRY, an entity duly organized and existing under the laws of the **State of Florida** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number 25857 between CITY OF CASSELBERRY and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate
this _____ day of April, 2026.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25857 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for CITY OF CASSELBERRY

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 25857
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25857** ("Lease"), between Lessor and CITY OF CASSELBERRY, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: April 15, 2026

First Payment Due Date: April 15, 2027

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Casselberry (Schedule B)						
Compound Period:			Annual			
Nominal Annual Rate:			5.330%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	4/15/2026	\$607,423.00	1		
2	Lease Payment	4/15/2027	\$141,581.69	5	Annual	4/15/2031
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	4/15/2026				\$607,423.00	
1	4/15/2027	\$ 141,581.69	\$ 32,375.65	\$109,206.04	\$498,216.96	
2	4/15/2028	\$ 141,581.69	\$ 26,554.96	\$115,026.73	\$383,190.23	
3	4/15/2029	\$ 141,581.69	\$ 20,424.04	\$121,157.65	\$262,032.58	
4	4/15/2030	\$ 141,581.69	\$ 13,966.34	\$127,615.35	\$134,417.23	
5	4/15/2031	\$ 141,581.69	\$ 7,164.46	\$134,417.23	\$ -	
Grand Totals		\$ 707,908.45	\$100,485.45	\$607,423.00		

INITIAL INSURANCE REQUIREMENT: \$607,423.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25857** to that Equipment Lease Purchase Agreement number **25857** will be maintained by CITY OF CASSELBERRY as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Florida Municipal Insurance Trust

Name of insurance provider

P.O. Box 538135

Address of insurance provider

Orlando, Florida 32835-8135

City, State and Zip Code

(407) 367-1850

Agent: Tyler Denahan (561) 281-8213

Phone number of local insurance provider

tdenahan@flcities.com

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25857** , Lessee hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	\$3,000,000.00	10/1/2025	10/1/2026	0079
Property Damage	\$500,000.00	10/1/2025	10/1/2026	0079
Public Liability	\$3,000,000.00	10/1/2025	10/1/2026	0079

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25857 to that Equipment Lease Purchase Agreement number 25857. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25857 and list any deductibles

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

City of Casselberry, Casselberry Police Department

2. Why is the equipment essential to the operation of CITY OF CASSELBERRY?

Communication between officers within the City and other Cities and Counties

3. Does the equipment replace existing equipment? **Yes**

If so, why is the replacement being made? **Current equipment old and obsolete.**

4. Is there a specific cost justification for the new equipment? **Yes**

If yes, please attach outline of justification. **Taking advantage of current trade-in credit.**

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

First payment will be made April 2027 and will come from the Fiscal Year Budget 2026/2027.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25857

Lease Schedule A No. : 25857

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#25857. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF CASSELBERRY

By: _____

Date: _____

Hold until equipment is received then sign and return to bill.stancik@motorolasolutions.com

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25857) held on (**Insert Date**) **March**, 2026, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF CASSELBERRY (Lessee) and Motorola Solutions, Inc. (Lessor).

1. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

2. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service**Information Return for Tax-Exempt Governmental Bonds**

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

► Go to www.irs.gov/F8038G for instructions and the latest information.OMB No. 1545-0720 ☐

Part I Reporting Authority		If Amended Return, check here ►
1 Issuer's name CITY OF CASSELBERRY		2 Issuer's employer identification number (EIN) 59-1056912
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Gladymir Ortega, Finance Director		3b Telephone number of other person shown on 3a (407) 262-7700, Ext. 1131
4 Number and street (or P.O. box if mail is not delivered to street address) 95 Triplet Lake Dr	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Casselberry FL 32707		7 Date of issue 4/15/26
8 Name of issue Equipment Lease-Purchase Agreement 25857		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	607,423.00
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ►	18	
19a If bonds are TANs or RANs, check only box 19a		☐
b If bonds are BANs, check only box 19b		☐
20 If bonds are in the form of a lease or installment sale, check box		☒

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	4/15/31	607,423.00	NA	5 years	5.33%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22 Proceeds used for accrued interest	22				
23 Issue price of entire issue (enter amount from line 21, column (b))	23				
24 Proceeds used for bond issuance costs (including underwriters' discount)	24				
25 Proceeds used for credit enhancement	25				
26 allocated to reasonably required reserve or replacement fund	26				
27 used to refund prior tax-exempt bonds. Complete Part V	27				
28 Proceeds used to refund prior taxable bonds. Complete Part V	28				
29 Total (add lines 24 through 28)	29				
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30				

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.N/A	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

2**Part VI Miscellaneous**

	35		
35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)			
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:			
b Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box.....▶ ☐			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box.....▶ ☐			
41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box▶ ☐			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶ ☐			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box.....▶ ☐			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement.....▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent

Signature of Authorized Representative

Date

Title

Paid Preparer Signature		

Subscription Software Agreement

This Subscription Software Agreement (the “**Subscription Software Agreement**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This Subscription Software Agreement governs Customer’s purchase of cloud-based software as a service products and other software which is licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) and related services, which may be recurring or one-time (“**Services**”) provided by Motorola. Subscription Software and Services are collectively referred to as the “**Software and Services**”. Additional terms and conditions applicable to specific Software and Services are set forth in one or more addenda attached to this Subscription Software Agreement (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon statements of work, schedules, technical specifications, and other ordering documents setting forth the Software and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This Subscription Software Agreement, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in this Subscription Software Agreement, but only as applicable to the Software and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in this Subscription Software Agreement or any Addenda, but only as applicable to the Software and Services described on such Ordering Document.

2. Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. Motorola may modify the Subscription Software, recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation (as defined below) for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software or Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user

credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms below.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Software and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Software and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.6. Documentation. Software and Services may be delivered with documentation for the equipment, software, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Software and Services.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Software and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Software and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email

from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Support of Downloaded Clients. If Customer purchases any Subscription Software that requires a client installed locally on Customer-Provided Equipment, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any Subscription Software will support prior versions of a client.

2.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Software and Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a “**Prohibited Jurisdiction**”), and Customer will not provide access to the Software and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3. Term and Termination.

3.1. Subscription Terms. The duration of Customer’s subscription to the first Subscription Software and any recurring Services ordered under this Subscription Software Agreement (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the “**Initial Subscription Period**”). Following the Initial Subscription Period, Customer’s subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”).) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this Subscription Software Agreement during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or Service, and continue until the conclusion of Customer’s then-current Subscription Term (a “**Partial Subscription Year**”), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

3.2. Term. The term of this Subscription Software Agreement (“**Term**”) will commence on the Effective Date and continue until the expiration or termination of all Subscription Terms under this Subscription Software Agreement, unless this Subscription Software Agreement is earlier terminated in accordance with the terms herein.

3.3. Termination.

3.3.1. For Default. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Notwithstanding the foregoing, Motorola may terminate the Agreement (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 10.3 – Subscription Software License**, **Section 10.4 – End User Licenses**, or **Section 10.5 – Customer Restrictions** of this Subscription Software Agreement, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

3.3.2. Addenda; Ordering Documents. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3.3. Wind Down of Subscription Software. Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

3.4. Suspension of Services. Motorola may terminate or suspend any Software and Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Software is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Subscription Software Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will stop use of any Subscription Software and return or destroy (at Motorola’s option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Software and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Unless otherwise provided in an Ordering Document, Customer will prepay an annual subscription fee for each Subscription Software and recurring Service, and pay any fees specified for other Services provided hereunder in accordance with the applicable Addendum or Ordering Document (the “**Fees**”), before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. Fees may be changed by Motorola at any time, except that Motorola will not change the applicable Fees during a Subscription Term.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing; Payment. Customer will pay Fees upon the earlier of (a) thirty (30) days prior to the commencement of the applicable Subscription Term, and (b) within thirty (30) days of the applicable invoice date, or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Software and Services.

4.4. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer’s usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in this **Section 4 – Payment and Invoicing**.

5. Customer-Provided Equipment; Non-Motorola Content.

5.1. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Software and Services (“**Customer-Provided Equipment**”). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Software and Services under this Agreement, and

Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.2. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, “**Non-Motorola Content**”) with or through the Software and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Software and Services, Customer will first obtain all necessary rights and licenses to permit Customer’s and its Authorized Users’ use of the Non-Motorola Content in connection with the Software and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Software and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Software and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Software and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Software and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Software and Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola’s policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Software and Services, Motorola, Motorola’s systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.1 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, SOFTWARE AND SERVICES PURCHASED HEREUNDER ARE PROVIDED “AS IS” AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER’S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed Subscription Software (the “**Infringing Product**”)

directly infringes a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 7.1 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.1.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer a pro-rated refund of any amounts pre-paid for the Infringing Product.

7.1.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Subscription Software or Services with any products or materials not provided by Motorola; (c) any Subscription Software or Service designed, modified, or manufactured in accordance with Customer’s designs, specifications, guidelines or instructions; (d) a modification of the Subscription Software or Services by a party other than Motorola; (e) use of the Subscription Software or Services in a manner for which the Subscription Software or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Subscription Software or Services that is intended to correct the claimed infringement. In no event will Motorola’s liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.1.3. This **Section 7.1 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.2. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Software and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement, (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Subscription Software or Services; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This

indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SUBSCRIPTION SOFTWARE TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF SUBSCRIPTION SOFTWARE OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SUBSCRIPTION SOFTWARE AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse

Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Software and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Software and Services, and Documentation, as well as any other information relating to the Software and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 – Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to

Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights and Subscription Software License; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer's use of the Software and Services or by Motorola's support of the Software and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Software and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Software or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Subscription Software or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Software and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to

Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Software and Services or other Motorola Materials, or permit any third party to do so.

10.3. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Agreement.

10.4. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

10.5. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others, including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, software used to provide the Subscription Software, or Documentation for or to any third party; take any action that would cause the Subscription Software or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

10.6. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.7 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.7.3 – Sub-processors**.

10.7. Processing Customer Data.

10.7.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.7.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Software and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

10.7.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.8. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this Subscription Software Agreement or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 14.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.9. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service

Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.10. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Software and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this Subscription Software Agreement. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Software and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.11. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.12. Improvements; Software and Services. The Parties agree that, notwithstanding any provision of this Subscription Software Agreement or the Agreement to the contrary, all fixes, modifications and improvements to the services or products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller

and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

12. Force Majeure; Delays Caused by Customer.

12.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

12.2. Delays Caused by Customer. Motorola's performance of the Software and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 12.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

13. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

13.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Software and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

13.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 13.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 13.3 – Litigation, Venue, Jurisdiction** below.

13.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

14. General.

14.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Software and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Software and Services. Motorola may, at its discretion, cease providing or otherwise modify Software and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

14.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to the Subscription Software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

14.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

14.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

14.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

14.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will

not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

14.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the Subscription Software will be a direct and intended third-party beneficiary of this Agreement.

14.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

14.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

14.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

14.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.5 – Customer Obligations; Section 3 – Term and Termination; Section 4 – Payment and Invoicing; Section 6.2 – Warranty Disclaimer; Section 7.2 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights and Subscription Software License; Data; Feedback; Section 12 – Force Majeure; Delays Caused by Customer; Section 13 – Disputes; and Section 14 – General.**

14.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

Subscription Services Addendum

Exhibit A: Verizon Service Terms - APXNext

For purposes of this Addendum, "Service" means wireless services provided directly or indirectly by Verizon which may include but is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined in the 47 U.S.C.A. sec. 163, and to include within that definition, but not be limited to, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses issued by the FCC pursuant to the FCC's rules.

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer Data, individual health and financial content. Verizon is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer Data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer Data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer Data as described in this clause.

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E91 I, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

Subscription Services Addendum

Exhibit A: FirstNet and AT&T Service Terms

Public Safety Entity ("Customer") Responsibilities for access to and use of "First Net" Service as provided by AT&T

General. The Customer is responsible for complying with AT&T Acceptable Use Policy found at att.com/aup and applicable AT&T Service Guides found at att.com/servicepublications.

Privacy. The Customer is responsible for complying with all applicable privacy laws. The Customer is responsible for obtaining consent from and giving notice to its Users regarding Motorola's and AT&T's collection and use of User information in connection with a Service. The Customer will only make accessible or provide Personal Data to Motorola and AT&T when it has the legal authority to do so.

User Eligibility. The Customer shall verify, or assist Motorola and AT&T in verifying, as stated below, the eligibility of its Users to use the Service. The Customer is required to verify and confirm that its Users are authorized and eligible to use Service. The Customer must perform periodic audits on a regular, but not less than once per year, basis to identify any individuals who are no longer eligible for Service. The Customer must produce such information as may be requested through AT&T by the FirstNet Authority and the United States Government to verify eligibility of its users.

Limitations on the Service. THE CUSTOMER ACKNOWLEDGES THAT SERVICE IS MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF MOTOROLA OR AT&T'S CONTROL SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

Limitations on Service of Carrier Partners. CARRIER PARTNER NETWORKS ARE MADE AVAILABLE AS-IS AND MOTOROLA AND AT&T MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY CARRIER PARTNERS, AND MOTOROLA AND AT&T WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS. ROAMING ON CARRIER PARTNER NETWORKS OUTSIDE THE FIRSTNET SERVICE AREA (IF ANY) SHALL BE AVAILABLE AS DESCRIBED IN THE SERVICE GUIDE.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN [CUSTOMER] AND THE UNDERLYING CARRIER; (3) THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO [USER], WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED

Medical Devices (FDA and HIPAA Responsibilities). The Customer shall be responsible for FDA compliance as a "distributor" of the Device to its users. Except as necessary to provide the Service to the Customer, The Customer shall not convey any protected health information ("PHI") to AT&T, as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act regulations. Motorola and/or AT&T shall not function as the Customer's business associate in rendering the Services; such Services will be limited to providing conduit or mere data transmission services to the Customer in accordance with guidance on the "conduit exception" under HIPAA. Each Party shall bear its own costs associated with regulatory compliance.

Audits. Customer may be subject to occasional audits by AT&T or its agents to verify compliance with this Exhibit A.

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the NASPO ValuePoint Cooperative Purchasing Master Agreement, No. 00318, Public Safety Communications Products, Services and Solutions to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



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: April 13, 2026
Subject: Resolution 26-3559 - Interagency Agreement for Criminal Justice Computer Services and Support with the Seminole County Sheriff's Office and the City of Casselberry

Introduction: Approval of Resolution 26-3559 authorizing the Interagency Agreement for Criminal Justice Computer Services and Support between the City of Casselberry and the Seminole County Sheriff's Office.

Background: In January 2006, the Casselberry Police Department entered into an agreement with the Seminole County Sheriff's Office for the provision of criminal justice computer software services. The agreement has been continuously renewed since then.

Discussion: The Seminole County Sheriff's Office has updated the agreement to more accurately reflect the computer services provided. This agreement allows the Casselberry Police Department to access the Florida Crime Information Center (FCIC) which provides state/national criminal justice information essential for law enforcement services. The Police Chief recognizes the value of this service for investigative purposes and recommends continued participation.

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

Recommendation: The City Manager and Police Chief recommend approval of Resolution 26-3559.

Prepared by: Brandy Ramirez, Administrative Services Coordinator

Attachments:

1. Resolution #26-3559
2. Agreement

RESOLUTION 26-3559

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERAGENCY AGREEMENT FOR CRIMINAL JUSTICE AND COMPUTER SUPPORT BETWEEN THE CITY OF CASSELBERRY AND THE SEMINOLE COUNTY SHERIFF'S OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Seminole County Sheriff's Office presently has the benefit of access to the Florida Criminal Justice network (CJNet), National Crime Information Center (FCIC), the Florida Crime Information Center (FCIC), and the Interstate Identification Index (III), all hereafter referred to as FCIC, via network connectivity to the Florida Department of Law Enforcement (FDLE); and

WHEREAS, the Seminole County Sheriff's Office has developed sophisticated law enforcement software which is presently in use by other law enforcement agencies, including the Casselberry Police Department, and criminal justice agencies and is supported and maintained by the Sheriff's Office staff on a seven (7) days per week, twenty-four (24) hours per day basis; and

WHEREAS, the Casselberry Police Department has determined that it is advantageous to have the additional data sharing capabilities allowed through the Interagency Agreement for Criminal Justice and Computer Support with the Seminole County Sheriff's Office.

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 the Interagency Agreement for Criminal Justice and Computer Support with the Seminole County Sheriff's Office, and authorizes the Mayor to execute the attached agreement on behalf of the City.

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 _____ 2026.

ATTEST:

Donna G. Gardner
City Clerk

David Henson
Mayor

INTERAGENCY AGREEMENT
SEMINOLE COUNTY SHERIFF'S OFFICE AND CITY OF CASSELBERRY -
AGREEMENT FOR CRIMINAL JUSTICE COMPUTER SERVICES AND SUPPORT

THIS AGREEMENT is made and entered by and between DENNIS M. LEMMA, Seminole County Sheriff's Office, hereinafter referred to as "SCSO", a Constitutional Officer of the political subdivision of Seminole County, Florida, whose address is 100 Eslinger Way, Sanford, Florida 32773, and the CITY OF CASSELBERRY, hereinafter referred to as "CASSELBERRY", whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707.

WITNESSETH

WHEREAS, SCSO and CASSELBERRY, are criminal justice agencies, formally recognized by the Federal Bureau of Investigations (FBI) and the Florida Department of Law Enforcement (FDLE); and

WHEREAS, in accordance with sections 163.01(2) and 163.01(14) Florida Statutes, SCSO and CASSELBERRY are authorized to enter into inter-local Agreements for the provision of services; and

WHEREAS, SCSO presently has the benefit of access to the Florida Criminal Justice network (CJNet), National Crime Information Center (NCIC), the Florida Crime Information Center, and the Interstate Identification Index (III) all hereafter referred to as FCIC, via network connectivity to the FDLE; and

WHEREAS, SCSO has developed sophisticated law enforcement software which is presently in use by other law enforcement and criminal justice agencies and is supported and maintained by SCSO staff on a seven days per week, twenty-four hours per day basis; and

WHEREAS, CASSELBERRY has determined that it is advantageous to enter into a contractual agreement with SCSO for the provision of criminal justice computer software services, including continued access to FCIC and state/national criminal justice information for the administration of criminal justice; and

WHEREAS, SCSO and CASSELBERRY entered into an agreement on June 14, 2017, for similar services and wish to terminate that agreement upon execution of this agreement.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the Parties agree as follows:

1. Agreement Term

The TERM of this Agreement shall be from the date of final execution until such time as either party desires to end the Agreement in accordance with termination provisions set forth in Section 8 of this Agreement, the dates of signature of the Parties notwithstanding.

2. **Purpose**

The purpose of this Agreement to establish terms and conditions under which SCSO shall provide criminal justice computer software services and support to CASSELBERRY.

3. **Cooperation**

It is agreed that both Parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement.

4. **Basic Services**

1. **SCSO agrees to:**

- A. Provide CAFEWEB, NEXCad, MICAD, Sherlock, and other related criminal justice software available on SCSO'S network to CASSELBERRY.
- B. Provide database security and backup services for CASSELBERRY data residing on SCSO systems.
- C. Provide necessary instruction and training to CASSELBERRY personnel on CAFEWEB, NEXCad, MICAD, Sherlock, and other related software to support the use of new SCSO systems. After initial system setup, SCSO may, at its sole discretion, offer additional training to CASSELBERRY.
- D. Provide highest level expert support to CASSELBERRY for CAFEWEB, NEXCad, MICAD, Sherlock, and other related software.
- E. Provide for a sufficient number of appropriately qualified personnel to perform those services set forth within this Agreement.
- F. Make reasonable efforts to ensure delivery of the provision of services set forth herein. SCSO makes no warranties, representations, or guarantees with regards to specific performance levels, data accuracy, data completeness, system uptime, security, or system integration and SCSO will not be held liable for any direct or indirect damages incurred by CASSELBERRY's use of the software/system(s), including but not limited to loss of data or loss of system use.
- G. Provide CASSELBERRY license plate data for purposes of sharing with other law enforcement agencies.
- H. Share CASSELBERRY CAFEWEB data with N-DEx via the FINDER and or LINX data sharing system.
- I. Share CASSELBERRY CAFEWEB data with the Law Enforcement Information Exchange (LINX).

- J. Provide CASSELBERRY with the ability to audit user logs for all SCSO CJIS software programs, (currently MICad, CafeWeb, NEXCad Report Utility, NEXCad history, FCIC switch history and any additional software that may be added in the future) in order to be in compliance with the auditing standards of the CJIS Security Policy.

2. CASSELBERRY agrees to:

- A. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC with regards to the use of said criminal justice computer systems and ensure compliance with Florida Public Records laws in regard to exempt and confidential data contained within criminal justice software systems provided by SCSO.
- B. Abide by all the terms and conditions of the Criminal Justice User Agreement executed between the FDLE and SCSO, a copy of which is attached to this Agreement.
- C. Limit use of provided criminal justice computer systems to authorized personnel within CASSELBERRY and only for the administration of criminal justice.
- D. Acknowledge, by executing this Agreement, that all software written by SCSO is subject to copyright protection and may not be sold or transferred to any other entity without the express written consent of SCSO.
- E. Provide adequate computer hardware compatible with the software, hardware and network equipment utilized by SCSO.
- F. Ensure that all authorized CASSELBERRY personnel attend training on CAFEWEB, NEXCad, MICAD, Sherlock and other related software provided by SCSO prior to utilizing SCSO systems.
- G. Maintain all required software licenses required to access SCSO'S law enforcement software systems.
- H. Provide for a sufficient number of appropriately qualified personnel to support and maintain SCSO's law enforcement software on CASSELBERRY computers. This includes performing technical support for basic user issues (Tier 1) and providing administrative level support (Tier 2) for advanced technical troubleshooting.
- I. Agrees to refrain from making additional impactful demands upon network traffic, (i.e. addition of streaming surveillance video or other large packet data) without first discussing it with SCSO's Designee.
- J. CASSELBERRY agrees to not decompile or otherwise copy, or download content or data on SCSO's System or other proprietary information of SCSO or any other participating agency using SCSO's System under similar agreement for any purpose other than those stated in this Agreement, unless said data is that compiled and maintained on behalf of CASSELBERRY under this agreement.

K. As per the CJIS Security Policy, assign a representative who will be responsible for auditing user logs on a weekly basis. Representative shall maintain records of such audit and make those records available for review upon request of SCSO. CASSELBERRY shall notify SCSO of the name and contact information of the assigned representative.

5. **Compensation and Payment**

SCSO agrees to provide services as set forth in this Agreement to CASSELBERRY at no cost.

6. **Indemnification**

Pursuant to Florida Statutes and to the extent provided for by Florida law, neither SCSO nor CASSELBERRY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's actions, or to assume any liability for the other party's actions.

7. **Dispute Resolution**

This Agreement shall be governed by and construed with the laws of the State of Florida. Venue shall be in Seminole County, Florida. SCSO'S designee, the Director of Technology Solutions, and CASSELBERRY'S designee, the Police Chief, shall resolve minor disputes.

Notices

Whenever any party desires to give notice unto the other party, notice may be sent to:

For SCSO:

Director of Technology Solutions
Seminole County Sheriff's Office
100 Eslinger Way
Sanford, FL 32773

For CASSELBERRY:

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

Information Technology Manager
City of Casselberry
95 Lake Triplet Drive
Casselberry, FL 32707

8. **Termination**

Either party may terminate this agreement upon providing ninety (90) days written notice, except that SCSO may terminate this agreement immediately and without notice upon finding that CASSELBERRY has willfully violated the terms of this agreement. Within thirty (30) days following termination, SCSO will provide CASSELBERRY with a copy of CASSELBERRY data stored on SCSO's systems in Microsoft SQL Server format.

9. **Entire Agreement**

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. 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 HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

City of Casselberry

Seminole County Sheriff's Office

Chief of Police Larry Krantz

Dennis M. Lemma, Sheriff

Date

Date

City of Casselberry

Seminole County Sheriff's Office

City Mayor David Henson

Witness

Date

Date

City of Casselberry

Witness

Date



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: April 13, 2026
Subject: Change Order No. 5 with Cathcart Construction Company for the Northgate Water Main Replacement Phase 1 Project and Related BA #26-021

Introduction: Approval of Change Order No. 5 to the agreement with Cathcart Construction Company for additional work related to the construction of the Northgate Water Main Replacement Phase 1 Project in the amount of \$184,282.50 and related Budget Amendment #26-021 is requested. (Ref: ITB-2024-1171)

Background: The City of Casselberry owns and operates a potable water distribution system made up of pipes of various sizes and materials. The Potable Water Master Plan proposed a capital improvements program for the potable water distribution system. One of these projects includes replacing the existing water mains in the Northgate community due to its age and pipe materials. Due to the size of the project, the replacement of the water mains in the Northgate community has been split into two phases.

The scope of the Northgate Water Main Replacement Phase 1 Project includes replacing 10,500 feet of galvanized and asbestos cement water main ranging in size from 2 inch to 8 inch. The project corridors include various residential streets in unincorporated Seminole County, extending along and to the north of Derbyshire Road from a connection point near Cedarwood Drive, to the intersection of Stratford Road, and a portion of Maitland's Community Park from Quinwood Lane to Cedarwood Drive. On June 24, 2024, City Commission award the agreement with Cathcart Construction Company for the construction of the Northgate Water Main Replacement Phase 1 Project in the amount of \$2,749,642. On November 4, 2024, the City Manager approved Change Order No. 1 for an additional \$13,750.00 due to a change in connection sizing (Increase from 3" to 8" Wet Tap). On July 22, 2025, City Manager approved Change Order No. 2 for an additional 90 days due to uncontrollable project delays. On December 8, 2025, City Commission approved Change Order No. 3 for an additional \$141,849.34 due to increased project area in the Seminole County-owned roadway. On February 12, 2026, City Manager approved Change Order No. 4 for an additional 55 days due to uncontrollable project delays.

Discussion: Construction of the Northgate Water Main Replacement Phase 1 Project has achieved 100% completion. Change Order No. 5 provides itemized changes for the overruns and underruns of planned bid quantities. Cathcart Construction Company has submitted Change Order No. 5, in the amount of \$184,282.50, which encapsulates the overruns and underruns itemized as follows:

- Addition of 6" PVC Water Main & Fittings (+276 LF)

- Addition of 8" PVC Water Main & Fittings (+165 LF)
- Deduction of Removal of Fire Hydrant Assembly (-1 EA)
- Deduction of Installation of Fire Hydrant Assembly (-3 EA)
- Addition of Asphalt Mill & Overlay (+ 2,193.40 SY)
- Addition of Asphalt Roadway Removal & Replacement (+169 SY)
- Deduction of Concrete Driveway Replacement (-134.65 SY)
- Deduction of Brick Driveway Replacement (-156 SY)
- Deduction of Water Service to Existing Meter Short (-13 EA)
- Addition of Water Service to Existing Meter Long (21 EA)
- Addition of MOT for Extended Project Area (LS)

Remaining contingency funds in the amount \$117,860 is available in the FY 2026 ARPA budget for this project. However, Budget Amendment #26-021 is necessary to provide an additional \$66,422.00 to fully fund Change Order No. 5.

For tracking purposes, this item is associated with Project PW 2009 Northgate Water Main Replacement Phase 1.

Budget Impact: Budget Amendment #26-021 will increase the ARPA Distribution & Collection Account #124-0751-536-64-40 (for PW 2009) by \$66,422 to provide sufficient funding for Change Order No. 5.

Recommendation: The City Manager and Utilities Director recommend approval of Change Order No. 5 to the agreement with Cathcart Construction for the Northgate Water Main Replacement Phase 1 Project in the amount of \$184,282.50 and related Budget Amendment #26-021.

Prepared by: Jiovani Charres, Utility Engineer

Attachments:

1. Change Order No. 5
2. BA 26-021



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:	3/5/2026	CHANGE ORDER NO:	005
ARCHITECT/ENGINEER OF RECORD:	Tetra Tech	PROJECT:	PW 2009 Northgate Phase I Water Main Replacement
To (Contractor):	Cathcart Construction Company	Tracking No.	ITB-2024-1171
Address: 1056 Willa Springs Dr. City/State/Zip: Winter Springs, Florida 32708 Telephone: 407-629-2900			

PROPOSED CHANGE: (ATTACH ADDITIONAL SHEETS IF REQUIRED)		Construction Contract
CO REQUEST NO.	DESCRIPTION OF CHANGES	DECREASE/INCREASE
COR-016	Install 6" PVC Water Main & Fittings (+276 LF)	\$22,080.00
COR-017	Install 8" PVC Water Main & Fittings (+165 LF)	\$19,800.00
COR-018	Remove Fire Hydrant Assembly (- 1 EA)	(\$1,500.00)
COR-019	Install Fire Hydrant Assembly (-3 EA)	(\$27,000.00)
COR-020	Asphalt Mill & Overlay (+ 2,193.40 SY)	\$149,151.20
COR-021	Asphalt Roadway Removal & Replacement (+169 SY)	\$20,280.00
COR-022	Concrete Driveway Replacement (-134.65 SY)	(\$15,888.70)
COR-023	Brick Driveway Replacement (-156 SY)	(\$21,840.00)
COR-024	Water Service to Existing Meter Short (-13 EA)	(\$22,100.00)
COR-025	Water Service to Existing Meter Long (21 EA)	\$58,800.00
COR-026	Additional MOT for Extended Project Area	\$2,500.00
NOTICE TO PROCEED DATE		9/16/2024
Contract Time:	DAYS:	DATE:
Original Substantial Completion (SC)	270	6/13/2025
Original Final Completion (FC)	30	7/13/2025
Original Contract Time	300	7/13/2025
Previously Approved CO #1		10
Previously Approved CO #2		90
Previously Approved CO #3		90
Previously Approved CO #4		55
This Change in SC Time		0
PRESENT CONTRACT Substantial Completion (SC)		515
Final Completion time (FC)		30
REVISED CONTRACT TIME		545
ORIGINAL CONTRACT SUM		\$2,749,642.00
Previously Approved CO #1		\$13,750.00
Previously Approved CO #3		\$131,849.34
Present Contract Sum		\$2,895,241.34
This CO Add(Deduct)		\$184,282.50
New Contract Sum		\$3,079,523.84

Waiver: This Change Order is an Amendment to the Contract Agreement between Contractor 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 for this change. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor 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 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 ☒ does not involve changes to the design of the project, which would require signature by the architect/Engineer of record. Project Manager (Initials). ☐ JC ☐

Architect/Engineer: (when applicable)

X N/A

Signature, Architect/Engineer

Date

For the Contractor:

X

Matt T. Blanton, President

3-11-26

Signature, Contractor

Date

For the Owner:

X

Tara Lamoureux

Digitally signed by Tara Lamoureux
DN: cn=Tara Lamoureux, c=US,
email=T.Lamoureux@casselberry.org
Date: 2026.03.17 10:23:58 -04'00'

Utilities Director

Date

For the Owner:

X

James Newlon

Digitally signed by James

Newlon

Date: 2026.03.17 13:54:47 -04'00'

Randy Newlon, City Manager

Date

X Elsie Burgess Digitally signed by Elsie Burgess
Date: 2026.03.17 12:16:27 -04'00'

Reviewed by: Procurement Manager

Date

X

David Henson, Mayor/Commissioner (if applicable)

Date

Attest: (when applicable)

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.

X

Donna G. Gardner, CMC, City Clerk

Date



Jiovani Charres, E.I
Senior Utility Engineer
City of Casselberry

RE: PW 2006 Northgate Phase 1 Watermain

Per the City of Casselberry's request, the attached change order is to account for the overages and the underruns of planned quantities.

- Item 9 – Install 6" PVC Water Main & Fittings
 - Planned – 6,195 LF @ \$80.00 per LF
 - The final installed quantity of this item was 6,471 LF
 - In total, the installed quantity overran the planned quantity by 276 LF
 - At the contract rate of \$80.00 per LF, this results in a total overrun of \$22,080.00
- Item 10 – 8" PVC Water Main & Fittings
 - Planned – 1,036 LF @ \$120.00 per LF
 - The final installed quantity of this item was 1,201 LF
 - In total, the installed quantity overran the planned quantity by 165 LF
 - At the contract rate of \$120.00 per LF, this results in a total overrun of \$19,800.00
- Item 15 – Remove Fire Hydrant Assembly
 - Planned – 7 EA @ \$1,500.00 EA
 - The final installed quantity of this item was 6 EA
 - In total, the installed quantity underrun the planned quantity by 1 EA
 - At the contract rate of \$1,500.00 per EA, this results in a total underrun of (\$1,500.00)

- Item 16 – Install Fire Hydrant Assembly
 - Planned – 22 EA @ \$9,000.00 EA
 - The final installed quantity of this item was 19 EA
 - In total, the installed quantity underran the planned quantity by 3 EA
 - At the contract rate of \$9,000.00 per EA, this results in a total underrun of (\$27,000.00)
- Item 17 – Asphalt Mill & Overlay
 - Planned – 6,900 SY @ \$68.00 per SY
 - The final installed quantity of this item was 9,093.40 SY
 - In total, the installed quantity overran the planned quantity by 2,193.40 SY
 - At the contract rate of \$68.00 per SY, this results in a total overrun of \$149,151.20
- Item 18 – Asphalt Roadway Removal & Replacement
 - Planned – 1,000 SY @ \$120.00 per SY
 - The final installed quantity of this item was 1,169 SY
 - In total, the installed quantity overran the planned quantity by 169 SY
 - At the contract rate of \$120.00 per SY, this results in a total overrun of \$20,280.00
- Item 19 – Concrete Driveway Replacement
 - Planned – 1,502 SY @ \$118.00 per SY
 - The final installed quantity of this item was 1,367.35 SY
 - In total, the installed quantity underran the planned quantity by 134.65
 - At the contract rate of \$118.00 per SY, this results in a total overrun of (\$15,888.70)
- Item 20 – Brick Driveway Replacement
 - Planned – 168 SY @ \$140.00 per SY
 - The final installed quantity of this item was 12 SY
 - In total, the installed quantity underran the planned quantity by 156 SY
 - At the contract rate of \$140.00 per SY, this results in a total underrun of (\$21,840.00)
- Item 23 – Water Service to Existing Meter (Short)
 - Planned – 62 EA @ \$1,700.00 EA
 - The final installed quantity of this item was 49 EA
 - In total, the installed quantity underran the planned quantity by 13 EA

- At the contract rate of \$1,700.00 EA, this results in a total underrun of (\$22,100.00)
- Item 24 – Water Service to Existing Meter (Long)
 - Planned – 29 EA @ \$2,800.00 EA
 - The final installed quantity of this item was 50 EA
 - In total, the installed quantity overran the planned quantity by 21 EA
 - At the contract rate of \$2,800.00 EA, this results in a total overrun of \$58,800.00
- Item 28 – Additional MOT for Glastonberry & Hunterfield
 - Planned – Nothing Planned
 - The final installed quantity of this item was 1 LS
 - In total, the installed quantity overran the planned quantity by 1 LS
 - This results in a total overrun of \$2,500.00

Total Amount for Overrun - \$272,611.20

Total Amount for Underrun – (\$88,328.70)

Total Change Order Amount - \$184,282.50

ITEM	ITEM DESCRIPTION	Bid Qty	Actual Qty	Change in Qty.	Unit of Measure		Unit Price	Total, \$
9	Install 6" PVC Water Main & Fittings	6195	6471	276	LF	\$	80.00	\$ 22,080.00
10	Install 8" PVC Water Main & Fittings	1036	1201	165	LF	\$	120.00	\$ 19,800.00
15	Remove Fire Hydrant Assembly	7	6	-1	EA	\$	1,500.00	\$ (1,500.00)
16	Install Fire Hydrant Assembly	22	19	-3	EA	\$	9,000.00	\$ (27,000.00)
17	Asphalt Mill & Overlay	6900	9093.40	2193.40	SY	\$	68.00	\$ 149,151.20
18	Asphalt Roadway Removal & Replacement	1000	1169	169	SY	\$	120.00	\$ 20,280.00
19	Concrete Driveway Replacement	1502	1367.35	-134.65	SY	\$	118.00	\$ (15,888.70)
20	Brick Driveway Replacement	168	12	-156	SY	\$	140.00	\$ (21,840.00)
23	Water Service to Existing Meter (Short)	62	49	-13	EA	\$	1,700.00	\$ (22,100.00)
24	Water Service to Existing Meter (Long)	29	50	21	EA	\$	2,800.00	\$ 58,800.00
28	Additional MOT for Glastonberry & Hunterfield	0	1	1	LS	\$	2,500.00	\$ 2,500.00
				Total		\$	184,282.50	



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 26-021

DATE: March 23, 2026

TO: Randy Newlon, City Manager

FROM: Tara Lamoureux, P.E., Utilities Director

EXPLANATION OF REQUEST:

This item seeks City Commission approval to provide additional funding for change order # 5 with Cathcart Construction for the Northgate Water Main Replacement Phase 1 project in the amount of \$66,422. The total cost for CO #5 is \$184,282.

Resolution #: _____ **Reso Date:** _____ **Asset #:** _____ **Project #:** PW2009

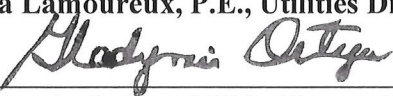
<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
124-0751-536-63-40-PW2009	Infrastructure	\$66,422
124-0000-389-90-00	Other Non-operating Sources	\$66,422

REQUESTED BY:


Tara Lamoureux, P.E., Utilities Director

Date: _____

FINANCE DEPT:


Gladymir Ortega, MBA, Finance Director

3.12.2026

COMMISSION ACTION: _____ approved _____ denied

Date: _____

DULY RECORDED:

Donna G. Gardner, CMC, City Clerk

Date: _____

FINANCE USE ONLY

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

Revised 10/26/16



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: April 13, 2026
Subject: Purchase Thermal Printers with Vehicle Mounts for the Police Department Utilizing Federal Forfeiture Funds and Related to Budget Amendment #26-022

Introduction: Approval to purchase of forty-five (45) PocketJet 823 Thermal Printers and GJ VS External Armrest Brother Printer Mounts with accessories utilizing Federal Forfeiture Funds in the amount of \$35,034 and approval of related Budget Amendment #26-022 is requested.

Background: The Brother PocketJet 823 is a compact, mobile printing solution designed to enhance the efficiency of in-field operations. Its lightweight, space-saving design makes it ideal for use within patrol vehicles, allowing officers to complete citations and other documentation in real time on full-sized paper. By minimizing downtime and reducing trips back to the station, the PocketJet 823 helps keep officers in service longer while improving overall productivity and professionalism.

Discussion: The Police Department is requesting permission to utilize federal forfeiture funds, in the amount of \$35,034 for the purchase of forty-five (45) PocketJet 823 Thermal Printers and GJ VS External Armrest Brother Printer Mounts with accessories for the Casselberry law enforcement officers.

Budget Impact: Budget Amendment #26-022 will increase Justice Equity Sharing Fund Small Tools & Minor Equipment account #122-0610-521.56-00 and Other Non-Operating Sources account #122-0000-389.90-00 in the amount of 35,034 for the purchase of forty-five (45) PocketJet 823 Thermal Printers and GJ VS External Armrest Brother Printer Mounts with accessories.

Recommendation: The City Manager and Police Chief recommend the approval for the purchase of the forty-five (45) PocketJet 823 Thermal Printers and GJ VS External Armrest Brother Printer Mounts with accessories utilizing Federal Forfeiture Funds and related Budget Amendment #26-022.

Prepared by: Brandy Ramirez, Administrative Services Coordinator

Attachments:

1. BA #26-022
2. Dana Quotation

3. M Rugged Quotation



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 26-022

DATE: April 13, 2026

TO: Randy Newlon, City Manager

FROM: Larry D. Krantz, Chief of Police

EXPLANATION OF REQUEST:

This Budget Amendment seeks City Commission approval to provide funding for the purchase of forty-five (45) PocketJet Thermal Printers and GJ VS External Armrest Brother Printer Mounts with accessories in the amount of \$35,034.

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

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
122-0610-521.56-00	Small Tools & Minor Equipment	\$35,034
122-0000-389.90-00	Other Non-Operating Source	\$35,034

REQUESTED BY: Larry D. Krantz, Chief of Police

Date: 3/25/2026

FINANCE DEPT: Gladymir Ortega

Digitally signed by Gladymir Ortega
Date: 2026.03.25 12:23:28 -04'00'

Date: _____

Gladymir Ortega, 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 10/26/16

Sales Quote

DANA SAFETY SUPPLY, INC
500 S EDWARDIA DR
GREENSBORO, NC 27409

Telephone: 800-845-0045

Sales Quote No.	620239
Customer No.	CASSB

Bill To
CASSELBERRY, CITY OF 95 TRIPLET LAKE DRIVE ATNN: A/P CASSELBERRY, FL 32707

Ship To
CASSELBERRY, CITY OF 115 WILSHIRE BLVD. CASSELBERRY, FL 32707

Contact:
Telephone:
E-mail: egallagher@casselberry.org

Contact: JAYDEL BERNARD
Telephone: 407-262-7725 X1731
E-mail: JBERNARD@casselberry.org

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
03/18/26	UPS GROUND FREIGHT	QUOTED FREIGHT		NET30	
Entered By		Salesperson	Ordered By	Resale Number	
Jenny Malchiodi		Charlie Schwarz-Orlando	JAYDEL BERNARD	85-8012530043C-7	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
45	45	Y	7160-0430 GJ VS EXTERNAL ARMREST BROTHER PRINTER MOUNT Warehouse: DROP Approved By: _____ ☐ Approve All Items & Quantities Quote Good for 30 Days	296.9500	13,362.75
FRT QUOTE #QUO413840					

Print Date	03/18/26
Print Time	11:42:33 AM
Page No.	1

Subtotal	13,362.75
Freight	567.30
Order Total	13,930.05

By accepting this quote/order, the customer expressly acknowledges and agrees that to the extent not expressly prohibited by law, and except to the extent arising from or relating to the gross negligence or willful misconduct of DSS, its agents or its employees, DSS shall not be liable to the customer, or any third party for any damage to the vehicle/products resulting from or arising out of any ACTS OF GOD, including without limitation, any fires, floods, earthquakes, tornados, hail or similar weather events.



updated quote
QUOTATION

Date	Quotation
3/17/2026	26-1049

Bill to:	Ship To:
City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707 Brandy Ramirez	Casselberry Police Dept 115 Wilshire Boulevard Casselberry, FL 32707 Jaydel Bernard

Terms	Rep	Status
ACH	MRK	3/3/2026 R 3/17

Item	Description	Qty	Unit Price	Total
PJ823	PocketJet 8 300dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	45	421.63	18,973.35
LB3691-003	10ft Automobile Auxiliary Power Outlet Adapter for PocketJet & RuggedJet Printers .35# 1 year warranty	45	28.18	1,268.10
LBX135001	USB Cable Type A Straight to C, 90 deg down, 10 ft	45	44.52	2,003.40
LB3663-003	Standard Perforated Roll - (8.5" x 93') 7 Year Archiveability 6 Rolls Per Pack (100 pages per roll) 90 Day Warranty 7#	16	69.27	1,108.32
PJTradeUP	Brother Mobile Pocketjet Trade Up Program - Authorized by Joe Oliverio	-45	50.00	-2,250.00
SHIP/HANDLING	UPS/FedEx Ground Shipping and Handling LEAD TIME 2-4 WEEKS INSTALLATION NOT INCLUDED QUOTE EXPIRES 3/31/2026 - Extension authorized by Joe Oliverio	1	0.00	0.00

Experience Trust and Reliability You Can Depend On

Sales Tax (0.0%)
Total

Renew PC, Inc. dba M Rugged Mobile Technology
 27 S. Wild Olive Avenue | Daytona Beach FL 32118
 sales@mruggedmobile.com | www.mruggedmobile.com | 847-870-3805



QUOTATION

Date	Quotation
3/17/2026	26-1049

Bill to:	Ship To:
City of Casselberry 95 Triplet Lake Drive Casselberry, FL 32707 Brandy Ramirez	Casselberry Police Dept 115 Wilshire Boulevard Casselberry, FL 32707 Jaydel Bernard

Terms	Rep	Status
ACH	MRK	3/3/2026 R 3/17

Item	Description	Qty	Unit Price	Total
PAYMENT OPTIONS Q	CREDIT CARD e-Commerce transaction fee adds 3.5% EFT PAYMENT Bank of America Renew PC, Inc. dba M Rugged Mobile Technology Account: On Invoice ACH Routing - On Invoice Wire Transfer Routing - On Invoice MAIL M Rugged Mobile Technology Mark Koprowski 27 S. Wild Olive Avenue Daytona Beach FL 32118		0.00	0.00

Experience Trust and Reliability You Can Depend On

Sales Tax (0.0%)	\$0.00
Total	\$21,103.17

Product pricing, part numbers and availability are subject to change without notice. DUE TO MFR RESTRICTIONS NO RETURNS ACCEPTED. This order is subject to our Terms and Conditions of Sale located on the back of this form or by request. Shipping charges may apply. Sales Tax if applicable is additional based on actual purchase.

Renew PC, Inc. dba M Rugged Mobile Technology
 27 S. Wild Olive Avenue | Daytona Beach FL 32118
 sales@mruggedmobile.com | www.mruggedmobile.com | 847-870-3805



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: April 13, 2026
Subject: Purchase of Scotsman Prodigy ELITE Full Cube Ice Machine with Bin Storage for the Police Department and Related Budget Amendment #26-023

Introduction: Approval for the purchase of the Scotsman Prodigy ELITE Full Cube Ice Machine with Bin Storage for the Police Department in the amount of \$5,641 and related Budget Amendment #26-023 is requested (RFQ-2026-1445).

Background: The current Scotsman ice machine located at the Police Department does not meet ice production needs of the department and the City's EOC. After discussion with Human Resources, it was agreed to purchase an appropriate ice machine that will meet the needs of the Police Department and the City's EOC function.

Discussion: The Police Department is requesting permission to purchase the Scotsman Prodigy ELITE Full Cube Ice machine with Bin Storage for department and EOC needs.

Budget Impact: Budget Amendment #26-023 will increase Machinery and Equipment account #001-0610-521-67-35 and decrease Small Tools & Minor Equipment account #001-0610-521-56-00 in the amount of \$5,641 for the purchase of the Scotsman Prodigy ELITE Full Cube Ice machine with Bin Storage.

Recommendation: The City Manager and Police Chief recommend the approval for the purchase of the Scotsman Prodigy ELITE Full Cube Ice machine with Bin Storage for the Casselberry Police Department and related Budget Amendment #26-023

.

Prepared by: Brandy Ramirez, Administrative Services Coordinator

Attachments:

1. Quotation
2. BA #26-023

Sales Quote**Sales Quote Number: 845084**

KaTom Restaurant Supply, Inc.
305 Katom Dr.
KODAK, TN 37764

Page: 1

Sales Quote Date: 3/19/2026	Due Date 3/19/2026	Ship Date 3/19/2026
Customer ID 1461733	Contact Elsie Burgess	SalesPerson Julian Edmonds
Cust. Phone (407) 262-7700	Cust. Fax	Quote Expires: 3/24/2026
eburgess@casselberry.org		

Sell

To: City of Casselberry
Elsie Burgess
95 Triplet Lake Drive
CASSELBERRY, FL 32707
USA

Ship

To: City of Casselberry Police Dept.
Elsie Burgess
115 Wilshire blvd
CASSELBERRY, FL 32707
USA

Terms CREDIT CARD	Ext Doc No.	Your Reference	Ship Via	Loc Code KODAK	Loc Phone	Loc Fax
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Blueprint

No.	Number	Description	Qty	Unit	Unit Price	Total Price
	044-C0530MA1B530P	MC0530MAX-1/B530P PE ICE MAKER/BIN COMBO AIR/MED 525/536LB 115/1	1	EA	5,127.20	5,127.20
Item Ships in 1-3 Business Days from Vendor						
Free Shipping to Customer						
	149-EV932401	Must Ship LTL EV932401 INSURICE SINGLE-I2000(2) FILTER 9000GAL 1.67GPM	2	EA	256.90	513.80
Free Shipping to Customer						

Website: katom.com **Phone:** (800) 541-8683 **Fax:** (800) 821-9130

This office will follow up with you within 24 hours to ensure you received this quotation. Quotation must be signed below to be official.

Submitted by: _____ **Accepted by:** _____

Subtotal: 5641.0
S, H, & I: 0
Total Sales Tax: 0
Total: 5641.00

Federal and/or State tax laws may apply at the time of invoicing.

BY PLACING YOUR ORDER, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY KATOM'S POLICIES AND PROCEDURES STANDARD TERMS AND CONDITIONS, POLICIES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO THE KATOM PRIVACY POLICY, RETURN POLICY, SHIPPING POLICY, AND TERMS AND CONDITIONS (WHICH INCLUDE DISCLAIMERS AND LIMITATIONS OF KATOM'S LIABILITY, AS WELL AS A PROVISION WHEREBY YOU AGREE TO ARBITRATE ALL DISPUTES), LOCATED AT WWW.KATOM.COM/POLICY (COLLECTIVELY, THE "TERMS"). PLEASE CALL 1-800-541-8683 TO OBTAIN A PHYSICAL OR E-MAIL COPY OF THE TERMS. THE TERMS ARE ALSO AVAILABLE BY SCANNING THE QR CODE IN THE BOTTOM RIGHTHAND CORNER OF THIS QUOTE WITH THE CAMERA OF YOUR MOBILE DEVICE. IF YOU DO NOT AGREE TO BE BOUND BY ALL PROVISIONS OF THE TERMS, YOU MUST NOTIFY KATOM WITHIN TEN (10) DAYS OF RECEIPT OF THIS QUOTE AND IMMEDIATELY REJECT AND RETURN ALL GOODS TO KATOM. YOUR USE OF THE GOODS, OR YOUR FAILURE TO REJECT AND RETURN THE GOODS TO KATOM WITHIN TEN (10) DAYS, SHALL CONSTITUTE ACCEPTANCE OF ALL TERMS.





CITY OF CASSELBERRY

Budget Amendment Request

BA #: 26-023

DATE: April 13, 2026

TO: Randy Newlon, City Manager

FROM: Larry D. Krantz, Chief of Police

EXPLANATION OF REQUEST:

This Budget Amendment seeks City Commission approval to provide funding for purchase of Scotsman Prodigy ELITE Full Cube Ice machine with Bin Storage in the amount of \$5,254.

Resolution #: _____ **Reso Date:** _____ **Asset #:** _____ **Project #:** 002601

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
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Increase:

001-0610-521-67-35-002601	Machinery and Equipment	\$5,254
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Decrease:

001-0610-521-56-00	Small Tools & Minor Equipment	\$5,254
--------------------	-------------------------------	---------

REQUESTED BY:


Larry D. Krantz, Chief of Police

Date: 3/25/2026

FINANCE DEPT:

Gladymir Ortega
Digitally signed by Gladymir Ortega
Date: 2026.03.25 12:23:40 -04'00'
Gladymir Ortega, Finance Director

Date: _____

COMMISSION ACTION: _____ approved _____ denied

Date: _____

DULY RECORDED:

Donna G. Gardner, CMC, City Clerk

Date: _____

FINANCE USE ONLY

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

Revised 10/26/16



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: April 13, 2026
Subject: Lighting Agreement with Duke Energy Related to the Central Casselberry Connectivity Project and Related Budget Amendment # 26-026

Introduction: Approval of an Agreement with Duke Energy to install and maintain lighting related to the Central Casselberry Connectivity project in the upfront amount of \$52,410.46 and an ongoing monthly amount of \$679.14 is requested. Approval of Budget Amendment # 26-026 is also being requested. [Ref. PW 2301]

Background: The vast majority of street lighting on City-owned streets (and some County-owned streets) in Casselberry is provided as a service by Duke Energy (Duke). The cost to add service consists of both an upfront cost to assist Duke with the installation (known as a CIAC — contribution in aid of construction) and ongoing monthly billing to cover rental, maintenance, and power for each streetlight installed. These costs are typically covered by the City's dedicated Streetlight Fund.

The Central Casselberry Connectivity project, consisting of traffic-calming and safety improvements on Winter Park Drive, Wilshire Drive, Marigold Road, Hibiscus Road, Jasmine Road, and Iris Road, is currently under construction by Cathcart Construction Company — Florida, LLC. Elements of the project include the installation of sidewalks, a shared use path, raised crosswalks, rectangular rapid flashing beacons (RRFBs), speed cushions, a roundabout (at Wilshire/Winter Park Drive), landscaping, milling and resurfacing, drainage improvements, and other minor improvements.

Although Winter Park Drive already has some street lighting, ample lighting is necessary to fill in dark areas obscured by street trees and to illuminate raised crossings throughout the project area.

Discussion: Duke Energy collaborated with City staff to design lighting improvements for the Central Casselberry Connectivity project. The lighting plan has since been finalized and consists of 21 decorative streetlights and 22 roadway lights. The proposed decorative streetlights will be the same open acorn type used on Lake Kathryn Circle and Sunset Drive. They feature a warm color temperature and full cutoff fixtures, resulting in less glare and light pollution than conventional acorn lights.

Duke Energy has also provided a Lighting Agreement along with a proposal for an upfront (CIAC) cost of \$52,410.46 and an ongoing monthly amount of \$679.14. The contract is for ten years from the date of initiation of service, after which the lights can be changed or removed (if the City so desires) without penalty from Duke.

A budget amendment is necessary to cover costs associated with the installation and maintenance of lighting improvements associated with this project.

Budget Impact: BA# 26-026 will provide the necessary funds, in the amount of \$52,411, in the Infrastructure Surtax (Sales Tax) Fund Infrastructure account# 114-0710-541.63-40. The monthly ongoing costs, in the amount of \$679.14, will be budgeted in the FY 2027 Streetlight Fund and in future budget years going forward.

Recommendation: The City Manager and Interim Public Works Director recommend approval of the Lighting Agreement with Duke Energy for lighting improvements related to the Central Casselberry Connectivity project and Budget Amendment # 26-026.

Prepared by: Kenna Henry, Special Projects Manager

Attachments:

1. Lighting Agreement
2. Lighting Plan
3. BA 26-026



FLORIDA LIGHTING SERVICE AGREEMENT

Customer Information:
CITY OF CASSELBERRY
KHENRY@CASSELBERRY.ORG
..

Project Information:
95 TRIPLET LAKE DR
CASSELBERRY Florida 32707-3252

Account Number:
9100 8968 0926

Installation Number:
7005830084

Work Order Number:
56903463

Duke Energy Representative Contact Info:
Don Brongiel

This Lighting Service Agreement is hereby entered into this 24th day of March, 2026, between Duke Energy (hereinafter called the "Company") and CITY OF CASSELBERRY (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule LS1U and Service Regulations, or its successor, as the same is on file with the Florida Public Service Commission (FLORIDA PUBLIC SERVICE COMMISSION) and as may be amended and subsequently filed with the FLORIDA PUBLIC SERVICE COMMISSION.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the FLORIDA PUBLIC SERVICE COMMISSION.

The date of *initiation* of service shall be defined as the date the first light(s) is energized. It is further agreed that Duke Energy reserves the right to discontinue service and remove any Duke Energy-owned facilities from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Print Name	David Henson, Mayor	Date Signed	_____
Customer Signature	_____	Date Signed	_____
Duke Energy Representative	_____	Date Signed	_____



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
0 Years () Months	\$0.00	\$52,410.46	\$52,410.46	\$0.00
10 Years (120) Months	\$679.14	\$0.00	\$81,496.80	\$679.14

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment	Maintenance	Energy	Unit Total	Sub-Total
I	21	Light Fixture Open Deluxe Acorn LED 70W Black Type III	\$16.29	\$2.04	\$2.13	\$20.46	\$429.66
I	1	Light Fixture Roadway LED 110W Gray Type III 3000K serv	\$4.97	\$2.04	\$3.23	\$10.24	\$10.24
I	3	Light Fixture Roadway LED 50W Gray Type III (formerly M	\$3.77	\$2.04	\$1.45	\$7.26	\$21.78
I	10	Light Fixture Roadway LED 70W Gray Type III 3000k Serve	\$4.20	\$2.04	\$2.04	\$8.28	\$82.80
I	7	Light Fixture Roadway LED 70W Gray Type III 3000K Serve	\$5.30	\$2.04	\$2.04	\$9.38	\$65.66
I	7	Light Pole Type 1 Concrete 30ft Long	\$6.68	\$0.00	\$0.00	\$6.68	\$46.76
I	2	Light Pole Victorian II Concrete 16ft long Gray 3in ten	\$11.12	\$0.00	\$0.00	\$11.12	\$22.24
R	1	Light Fixture Roadway LED 50W Gray Type III (formerly M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Subtotal Based On Quantity:	\$506.47	\$85.68	\$86.99		
		Estimated Monthly Charge					\$679.14

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



One Time Charges			
Quantity Required	One Time Charge Description	Unit Price	Sub-Total
1	CIAC	\$52,410.46	\$52,410.46
	Total Estimated One Time Amount		\$52,410.46

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

**Outdoor lighting Terms and Conditions**

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities meet the requirements within that jurisdiction. Should the agency not accept these facilities into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

Rate per Month:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission.

Customer Charge	
Pole Charge	
Light Fixture Charge	
Light Fixture Maintenance Charge	
Energy and Demand Charge:	
Non-fuel Energy Charge	
Plus the Cost Recovery Factors listed in	
Rate Schedule BA-1, Billing Adjustments**,	
except the Fuel Cost Recovery Factor and	
Asset Securitization Charge Factor:	See Sheet No. 6.105 and 6.106
Fuel Cost Recovery Factor **:	See Sheet No. 6.105
Asset Securitization Charge Factor:	See Sheet No. 6.105

***Charges are normally revised on an annual basis.*

Additional Charges:

Certain additional charges may also apply to the installation.

Gross Receipts Tax Factor:	See Sheet No. 6.106
Right-of-Way Utilization Fees:	See Sheet No. 6.106
Municipal Tax:	See Sheet No. 6.106
Sales Tax:	See Sheet No. 6.106

THE CUSTOMER AGREES:

1. To purchase from the Company all of the electric energy used for the operation of the Lighting System.
2. To be responsible for paying, when due, all bills rendered by the Company pursuant to the Company's currently effective Lighting Rate Schedule LS-1, or its successor, for facilities and service provided in accordance with this Contract.
3. To be responsible for trimming trees that may either obstruct the light output from fixture(s) or that obstruct maintenance access to the facilities.

IT IS MUTUALLY AGREED THAT:

4. Requests for exchanging facilities, upgrades, relocations, etc. are subject to Section III, paragraph 3.05, of the Company's General Rules and Regulations Governing Electric Service.

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.

5. The Company does not guarantee continuous lighting service and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment. Nothing in this Contract is intended to benefit any third party or to impose any obligation on the Company to any such third party.
6. Installation shall be made only when, in the judgment of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company's equipment and personnel for both construction and maintenance. In the event the Customer or its contractor, subcontractor or other agent changes the grading, which requires the Company to move its facilities or otherwise incur costs to ensure compliance with applicable code requirements, Customer shall compensate the Company for all such costs incurred by the Company to comply with any applicable code requirements. In the event Customer fails to pay the Company within 30 days of the completion of such work, Customer shall pay the Company any amounts owing the Company, including interest and any attorneys and other fees and costs the Company incurs to collect any amounts owed to the Company.
7. Modification of the facilities provided by the Company under this Contract may only be made through the execution of a written amendment to this Contract.
8. The Company will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of the Company's lighting facilities.
9. The Company may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole which has been willfully damaged. The Company shall not be required to make such repair or replacement prior to payment by the Customer for damage.
11. The Company will repair or replace malfunctioning lighting fixtures maintained by the Company in accordance with Section 768.1382, Florida Statutes (2005).
12. This Contract shall be for a term of ten (10) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized.
13. Should the Customer fail to pay any bills due and rendered pursuant to this Contract or otherwise fail to perform the obligations contained in this Contract, said obligations being material and going to the essence of this Contract, the Company may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Contract. Service charges associated with the reconnection of service after disconnection for nonpayment or violation of Company or Commission Rules may be assessed for each lighting installation on an account. Any failure of the Company to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Contract by the Company, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Contract.
14. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Contract by giving the Company at least sixty (60) days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount equal to the remaining monthly customer charges, remaining Contribution in Aid of Construction ("CIAC"), if applicable, and remaining pole and fixture lease amounts for the term of the contract. The Customer will be responsible for the cost of removing the facilities.

15. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this Contract are to be assigned to a third party, upon the written consent of the Company, this Contract may be assigned by the Customer to the Purchaser or to the third party. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by the Company.

16. This Contract supersedes all previous contracts or representations, either written, oral or otherwise between the Customer and the Company with respect to the facilities referenced herein and constitutes the entire Contract between the parties. This Contract does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by the Company to third parties.

17. This Contract shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and the Company.

18. This Contract is subject to the Company's Tariff for Retail Service, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Contract and the provisions of the Company's Tariff for Retail Services, the provisions of the Company's Tariff for Retail Service and FPSC Rules shall control, or as they may be hereafter revised, amended or supplemented.

19. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Contract by strikes, lockouts, fires, riots, acts of God, the public enemy, governmental or court actions, lightning, hurricanes, storms, floods, inclement weather that necessitates extraordinary measures and expense to construct facilities and/or maintain operations, or by any other cause or causes not under the control of the party thus prevented from compliance, and the Company shall not have the obligation to furnish service if it is prevented from complying with this Contract by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of the Company, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating, transmission, distribution or other electrical equipment.

20. In no event shall the Company, its parent corporation, affiliate corporations, officers, directors, employees, agents, and contractors or subcontractors be liable to the Customer, its employees, agents or representatives, for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory.



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

CONSTRUCTION NOTES:
1. STREETLIGHTING POLES ALONG S WINTER PARK DR WILL BE FED VIA UNDERGROUND AND OVERHEAD FACILITIES
2. DUKE ENERGY LIGHTING SPECIALIST TO CONDUCT A PRE-CONSTRUCTION MEETING WITH CREW SUPERVISOR IN ADVANCE OF CONSTRUCTION START DATE
3. ALL STAKING TO BE DONE BY DUKE ENERGY
4. CONTRACTORS MUST CONSULT DESIGNER OR LIGHTING SPECIALIST BEFORE MAKING ANY CHANGES TO DESIGN
5. ALL LIGHTING POLES TO BE INSTALLED INLINE WITH EXISTING DISTRIBUTION
6. AS-BUILT DRAWINGS ARE TO BE PROVIDED TO DUKE ENERGY BY THE CONTRACTOR WITH ALL REDLINES ONCE CONSTRUCTION IS COMPLETED
7. 9X14 FM PEDESTALS TO BE INSTALLED AT EACH LIGHT LOCATION UNLESS OTHERWISE NOTED
8. ALL CONDUIT AND UG CABLE WILL BE INSTALLED VIA TRENCHLESS
9. ALL LIGHTING PEDESTALS ARE TO BE PLACED 12" MINIMUM BEHIND LIGHT POLES
10. FLORIDA PUBLIC UTILITIES GAS COMPANY PHONE: 1-866-937-4427

SCOPE OF WORK:
INSTALL:
(17) 70W LED RW TYPE III LIGHT FIXTURES, (3) 50W LED RW TYPE III LIGHT FIXTURES,
(1) 110W LED RW TYPE III LIGHT FIXTURE, AND (2) 70W LED OD ACORN BLACK TYPE III 3 000K
FIXTURES WITH (12) 10FT BLACK BRACKET WITH 30" RISE AND (9) 6FT BLACK BRACKET WITH 30" RISE
ON (7) 30FT T1 CONCRETE POLES, (2) 16FT VICTORIAN CONCRETE POLES,
(2) 50FT CLASS 3 WOOD POLES, AND (12) EXISTING POLES

UPGRADE:
(19) 50W LED MITCHELL FIXTURES TO (19) 70W LED OD ACORN BLACK TYPE III 3000K FIXTURES
ON (19) EXISTING CONCRETE POLES

TO ILLUMINATE S WINTER PARK DR FROM MARIGOLD RD TO CANNON WAY,
AND THE INTERSECTIONS OF VIOLET DELL DR AND HIBISCUS RD, TULIP TRL AND HIBISCUS RD,
AND TULIP TRL AND MARIGOLD RD.
SERVICE WILL BE PROVIDED VIA OVERHEAD AND UNDERGROUND FACILITIES

DUKE ENERGY CONTACTS

CONSTRUCTION DESIGNER
DON BRONGIEL
352-721-2505

LIGHTING SPECIALIST
SHANE MURRAY
352-446-0176

LIGHTING DESIGN MANAGER
CRISTEN MARBAIS
352-250-2197

P1 E - POLE-6479458-16-CTE-VICT R - LGT-50W-LED-MTCHR-III-BLK-4000K I - LGT-70W-LED-ODA-III-BLK-3000K	P8 E - POLE-6479453-16-CTE-VICT R - LGT-50W-LED-MTCHR-III-BLK-4000K I - LGT-70W-LED-ODA-III-BLK-3000K
P2 E - POLE-815961-30/6-WD I - LGT-70W-LED-RW-III-GRAY I - 10FT-BRACKET-GRAY I - SIDE-MOUNT-BRACKET	P9 E - POLE-6479452-16-CTE-VICT R - LGT-50W-LED-MTCHR-III-BLK-4000K I - LGT-70W-LED-ODA-III-BLK-3000K
P3 E - POLE-6479457-16-CTE-VICT R - LGT-50W-LED-MTCHR-III-BLK-4000K I - LGT-70W-LED-ODA-III-BLK-3000K	P10 E - POLE-5186662-45/4-WD I - LGT-70W-LED-RW-III-GRAY I - 10FT-BRACKET-GRAY I - SIDE-MOUNT-BRACKET
P4 E - POLE-6479456-16-CTE-VICT R - LGT-50W-LED-MTCHR-III-BLK-4000K I - LGT-70W-LED-ODA-III-BLK-3000K	P24 E - POLE-9141893-16-CTE-VICT I - LGT-70W-LED-ODA-III-BLK-3000K
P5 E - POLE-6479455-16-CTE-VICT R - LGT-50W-LED-MTCHR-III-BLK-4000K I - LGT-70W-LED-ODA-III-BLK-3000K	P25 I - POLE-9141894-16-CTE-VICT I - LGT-70W-LED-ODA-III-BLK-3000K
P6 E - PED-6479527-9X14-FM	P26 I - PED-9141895-9X14-FM
P7 E - POLE-6479454-16-CTE-VICT R - LGT-50W-LED-MTCHR-III-BLK-4000K I - LGT-70W-LED-ODA-III-BLK-3000K	P27 I - PED-9141896-9X14-FM
	P39 I - PED-9141902-9X14-AG
	P61 I - POLE-9154470-30-CTE I - LGT-70W-LED-RW-III-GRAY I - 10FT-BRACKET-GRAY TREE TRIM
	P62 I - PED-9154471-9X14-FM

CREW NOTE:
- RETAG 815961 (P2) TO EQUIPMENT ID 5186785
- TREE TRIMMING NEEDED TO REMOVE TREE
CAUSING LIGHTING OBSTRUCTION AT P61

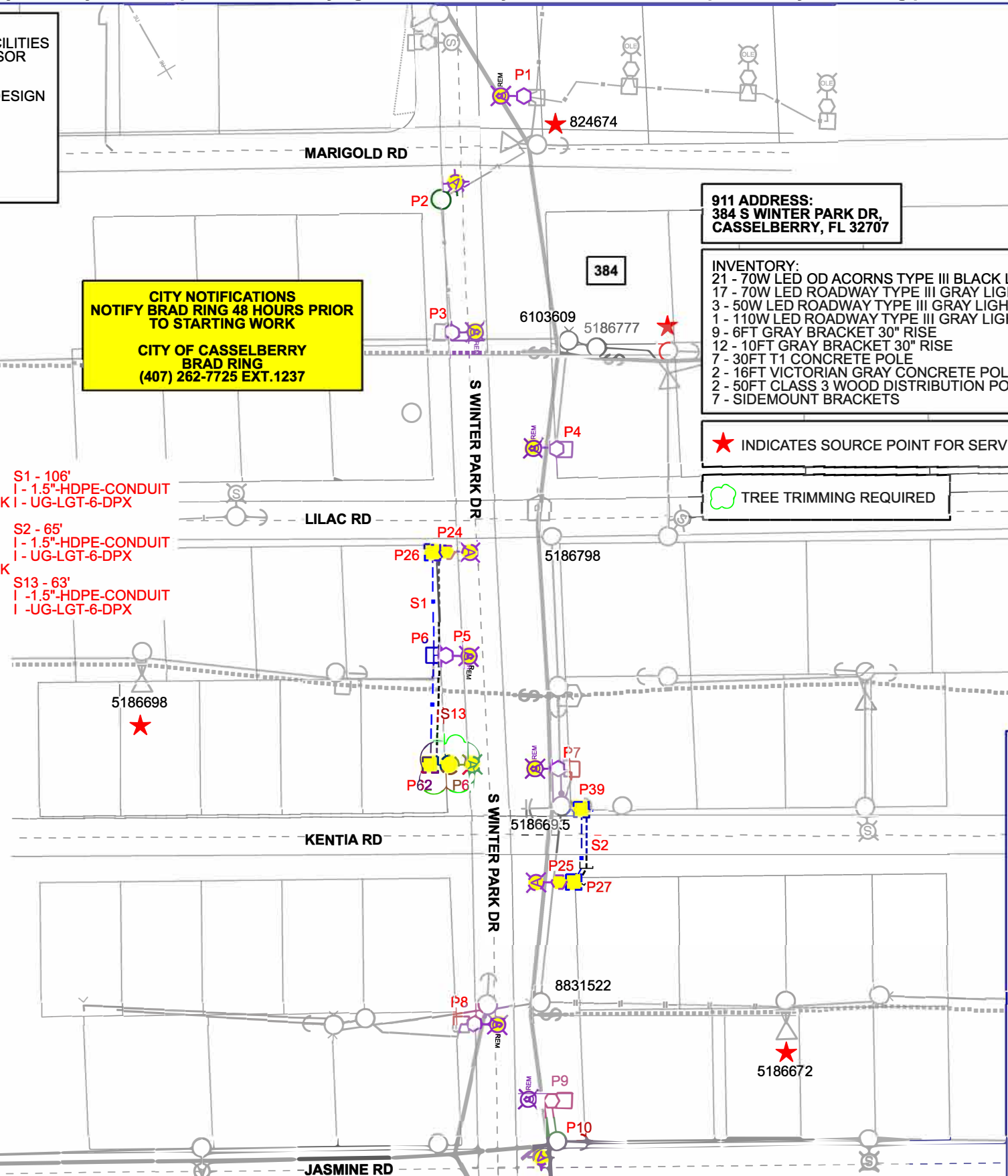
CITY NOTIFICATIONS
NOTIFY BRAD RING 48 HOURS PRIOR
TO STARTING WORK
CITY OF CASSELBERRY
BRAD RING
(407) 262-7725 EXT.1237

911 ADDRESS:
384 S WINTER PARK DR,
CASSELBERRY, FL 32707

INVENTORY:
21 - 70W LED OD ACORNS TYPE III BLACK LIGHT FIXTURES
17 - 70W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
3 - 50W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
1 - 110W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
9 - 6FT GRAY BRACKET 30" RISE
12 - 10FT GRAY BRACKET 30" RISE
7 - 30FT T1 CONCRETE POLE
2 - 16FT VICTORIAN GRAY CONCRETE POLE
2 - 50FT CLASS 3 WOOD DISTRIBUTION POLE
7 - SIDEMOUNT BRACKETS

★ INDICATES SOURCE POINT FOR SERVICE

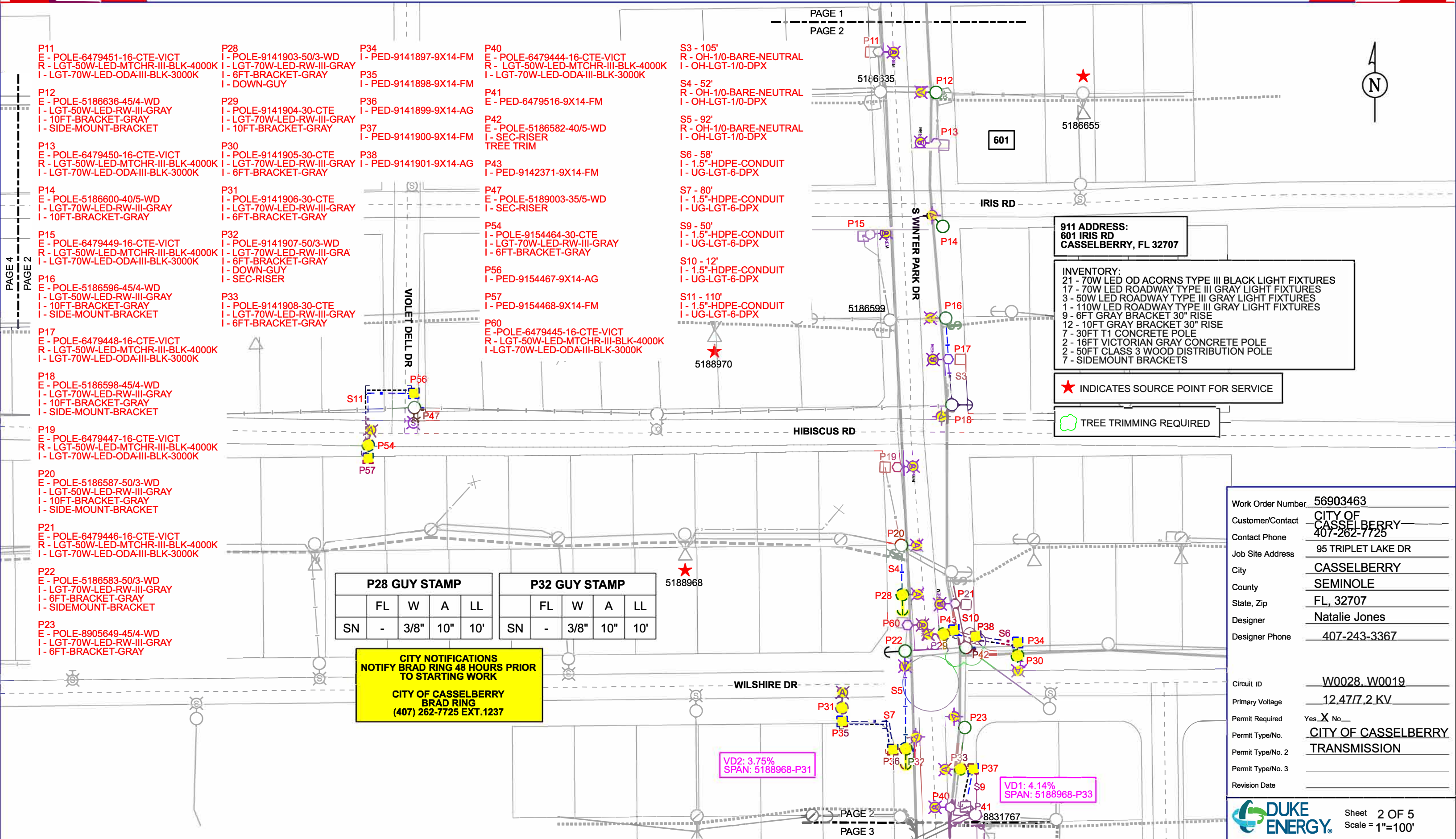
🌳 TREE TRIMMING REQUIRED



Work Order Number	56903463
Customer/Contact	CITY OF CASSELBERRY
Contact Phone	407-262-7725
Job Site Address	95 TRIPLET LAKE DR
City	CASSELBERRY
County	SEMINOLE
State, Zip	FL, 32707
Designer	Natalie Jones
Designer Phone	407-243-3367

Circuit ID	W0028, W0019
Primary Voltage	12.47/7.2 KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY OF CASSELBERRY
Permit Type/No. 2	TRANSMISSION
Permit Type/No. 3	
Revision Date	

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



- P11**
E - POLE-6479451-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P12
E - POLE-5186636-45/4-WD
I - LGT-50W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY
I - SIDE-MOUNT-BRACKET

P13
E - POLE-6479450-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P14
E - POLE-5186600-40/5-WD
I - LGT-70W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY

P15
E - POLE-6479449-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P16
E - POLE-5186596-45/4-WD
I - LGT-50W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY
I - SIDE-MOUNT-BRACKET

P17
E - POLE-6479448-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P18
E - POLE-5186598-45/4-WD
I - LGT-70W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY
I - SIDE-MOUNT-BRACKET

P19
E - POLE-6479447-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P20
E - POLE-5186587-50/3-WD
I - LGT-50W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY
I - SIDE-MOUNT-BRACKET

P21
E - POLE-6479446-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P22
E - POLE-5186583-50/3-WD
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY
I - SIDEMOUNT-BRACKET

P23
E - POLE-8905649-45/4-WD
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY
- P28**
I - POLE-9141903-50/3-WD
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY
I - DOWN-GUY

P29
I - POLE-9141904-30-CTE
I - LGT-70W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY

P30
I - POLE-9141905-30-CTE
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY

P31
I - POLE-9141906-30-CTE
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY

P32
I - POLE-9141907-50/3-WD
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY
I - DOWN-GUY
I - SEC-RISER

P33
I - POLE-9141908-30-CTE
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY
- P34**
I - PED-9141897-9X14-FM

P35
I - PED-9141898-9X14-FM

P36
I - PED-9141899-9X14-AG

P37
I - PED-9141900-9X14-FM

P38
I - PED-9141901-9X14-AG
- P40**
E - POLE-6479444-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P41
E - PED-6479516-9X14-FM

P42
E - POLE-5186582-40/5-WD
I - SEC-RISER
TREE TRIM

P43
I - PED-9142371-9X14-FM

P47
E - POLE-5189003-35/5-WD
I - SEC-RISER

P54
I - POLE-9154464-30-CTE
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY

P56
I - PED-9154467-9X14-AG

P57
I - PED-9154468-9X14-FM

P60
E - POLE-6479445-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

911 ADDRESS:
601 IRIS RD
CASSELBERRY, FL 32707

INVENTORY:
21 - 70W LED OD ACORNS TYPE III BLACK LIGHT FIXTURES
17 - 70W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
3 - 50W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
1 - 110W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
9 - 6FT GRAY BRACKET 30" RISE
12 - 10FT GRAY BRACKET 30" RISE
7 - 30FT T1 CONCRETE POLE
2 - 16FT VICTORIAN GRAY CONCRETE POLE
2 - 50FT CLASS 3 WOOD DISTRIBUTION POLE
7 - SIDEMOUNT BRACKETS

★ INDICATES SOURCE POINT FOR SERVICE

🌿 TREE TRIMMING REQUIRED

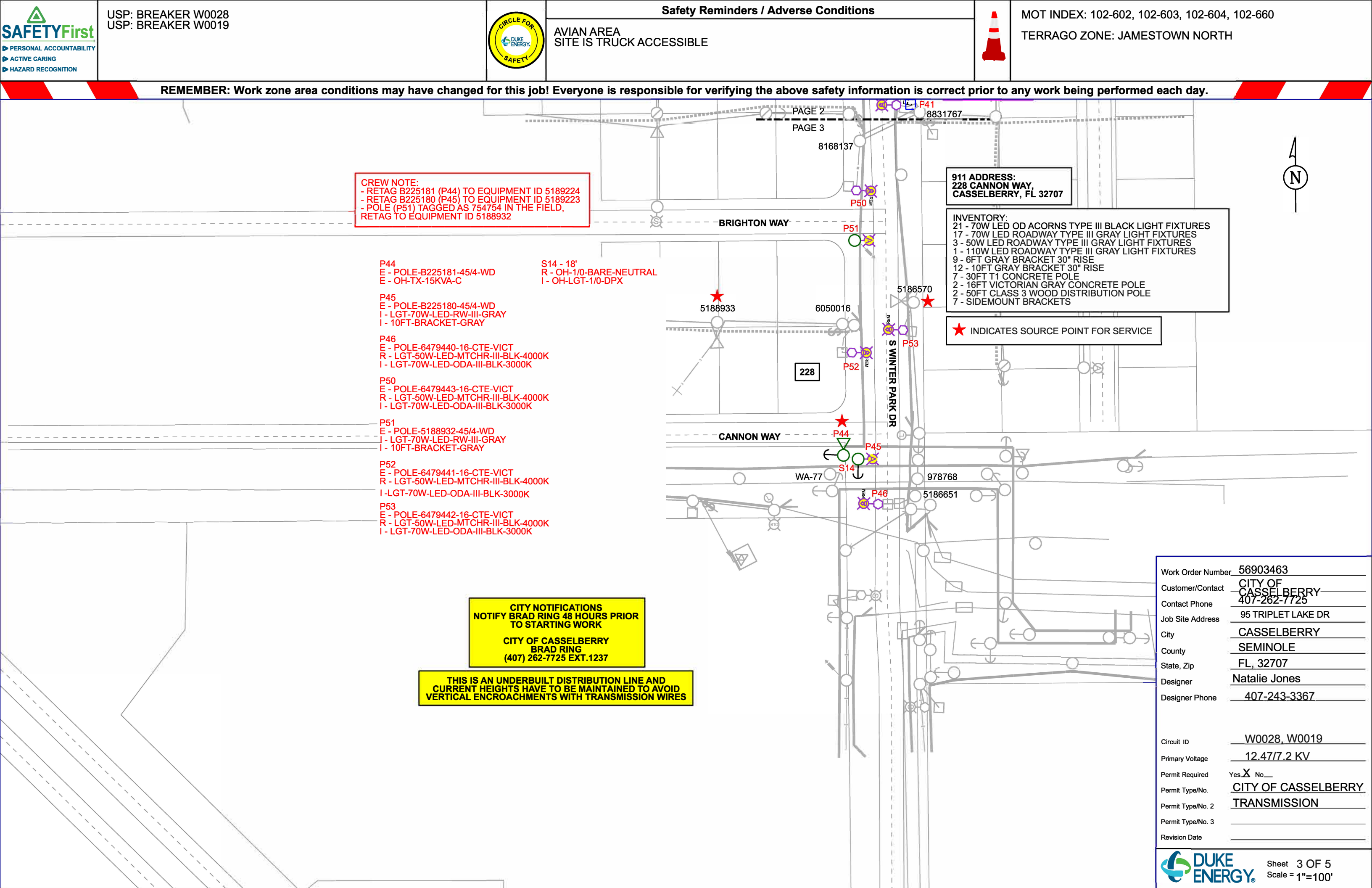
	FL	W	A	LL
SN	-	3/8"	10"	10'

	FL	W	A	LL
SN	-	3/8"	10"	10'

CITY NOTIFICATIONS
NOTIFY BRAD RING 48 HOURS PRIOR
TO STARTING WORK

CITY OF CASSELBERRY
BRAD RING
(407) 262-7725 EXT.1237

Work Order Number	56903463
Customer/Contact	CITY OF CASSELBERRY
Contact Phone	407-262-7725
Job Site Address	95 TRIPLET LAKE DR
City	CASSELBERRY
County	SEMINOLE
State, Zip	FL, 32707
Designer	Natalie Jones
Designer Phone	407-243-3367
Circuit ID	W0028, W0019
Primary Voltage	12.47/7.2 KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY OF CASSELBERRY
Permit Type/No. 2	TRANSMISSION
Permit Type/No. 3	
Revision Date	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

CREW NOTE:
- RETAG B225181 (P44) TO EQUIPMENT ID 5189224
- RETAG B225180 (P45) TO EQUIPMENT ID 5189223
- POLE (P51) TAGGED AS 754754 IN THE FIELD,
RETAG TO EQUIPMENT ID 5188932

P44
E - POLE-B225181-45/4-WD
E - OH-TX-15KVA-C
S14 - 18'
R - OH-1/0-BARE-NEUTRAL
I - OH-LGT-1/0-DPX

P45
E - POLE-B225180-45/4-WD
I - LGT-70W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY
P46
E - POLE-6479440-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P50
E - POLE-6479443-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P51
E - POLE-5188932-45/4-WD
I - LGT-70W-LED-RW-III-GRAY
I - 10FT-BRACKET-GRAY

P52
E - POLE-6479441-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

P53
E - POLE-6479442-16-CTE-VICT
R - LGT-50W-LED-MTCHR-III-BLK-4000K
I - LGT-70W-LED-ODA-III-BLK-3000K

CITY NOTIFICATIONS
NOTIFY BRAD RING 48 HOURS PRIOR
TO STARTING WORK
CITY OF CASSELBERRY
BRAD RING
(407) 262-7725 EXT.1237

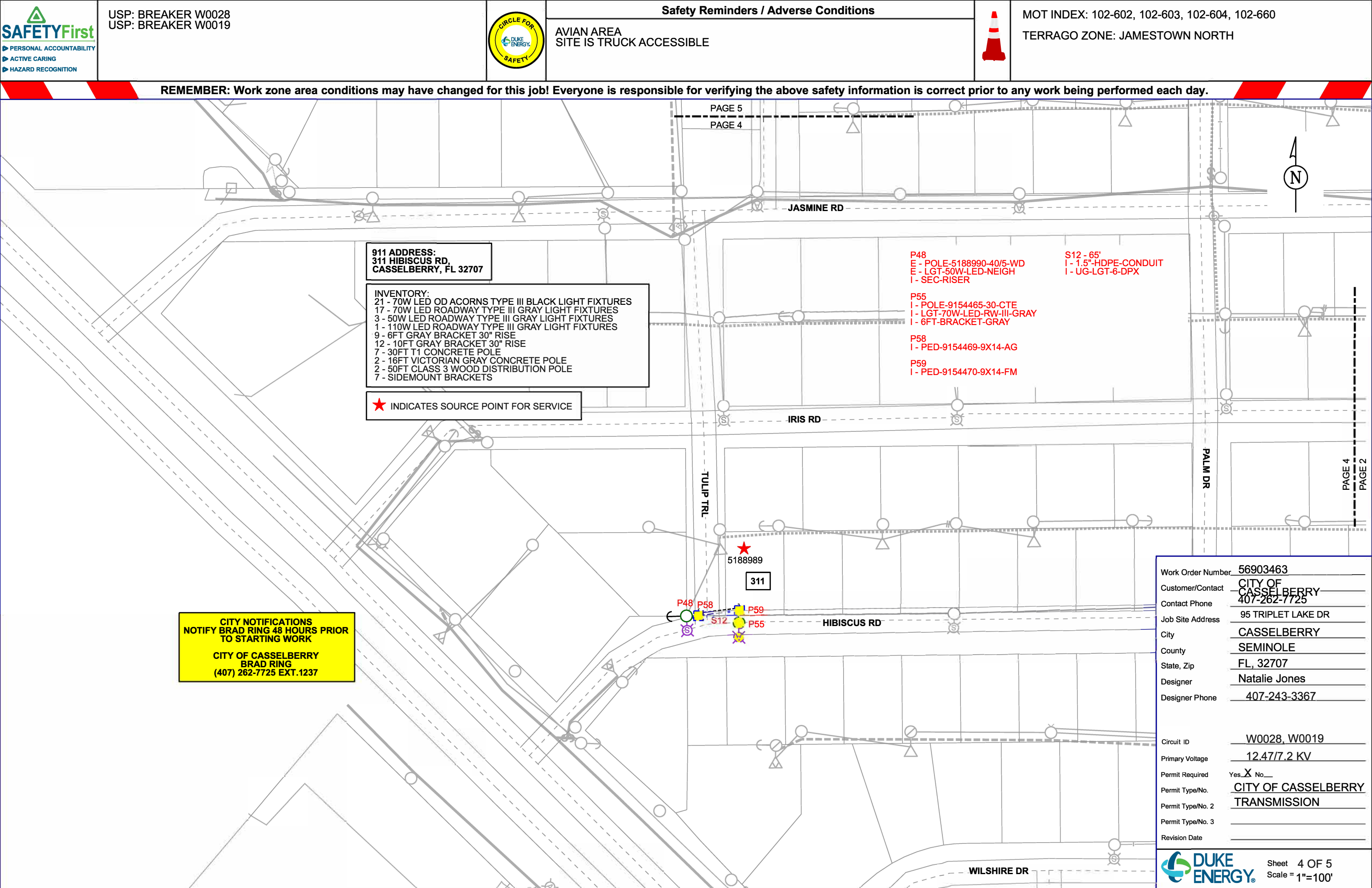
THIS IS AN UNDERBUILT DISTRIBUTION LINE AND
CURRENT HEIGHTS HAVE TO BE MAINTAINED TO AVOID
VERTICAL ENCROACHMENTS WITH TRANSMISSION WIRES

911 ADDRESS:
228 CANNON WAY,
CASSELBERRY, FL 32707

INVENTORY:
21 - 70W LED OD ACORNS TYPE III BLACK LIGHT FIXTURES
17 - 70W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
3 - 50W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
1 - 110W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
9 - 6FT GRAY BRACKET 30" RISE
12 - 10FT GRAY BRACKET 30" RISE
7 - 30FT T1 CONCRETE POLE
2 - 16FT VICTORIAN GRAY CONCRETE POLE
2 - 50FT CLASS 3 WOOD DISTRIBUTION POLE
7 - SIDEMOUNT BRACKETS

★ INDICATES SOURCE POINT FOR SERVICE

Work Order Number	56903463
Customer/Contact	CITY OF CASSELBERRY
Contact Phone	407-262-7725
Job Site Address	95 TRIPLET LAKE DR
City	CASSELBERRY
County	SEMINOLE
State, Zip	FL, 32707
Designer	Natalie Jones
Designer Phone	407-243-3367
Circuit ID	W0028, W0019
Primary Voltage	12.47/7.2 KV
Permit Required	Yes ☒ No ☐
Permit Type/No.	CITY OF CASSELBERRY
Permit Type/No. 2	TRANSMISSION
Permit Type/No. 3	
Revision Date	



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

**911 ADDRESS:
311 HIBISCUS RD,
CASSELBERRY, FL 32707**

INVENTORY:
21 - 70W LED OD ACORNS TYPE III BLACK LIGHT FIXTURES
17 - 70W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
3 - 50W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
1 - 110W LED ROADWAY TYPE III GRAY LIGHT FIXTURES
9 - 6FT GRAY BRACKET 30" RISE
12 - 10FT GRAY BRACKET 30" RISE
7 - 30FT T1 CONCRETE POLE
2 - 16FT VICTORIAN GRAY CONCRETE POLE
2 - 50FT CLASS 3 WOOD DISTRIBUTION POLE
7 - SIDEMOUNT BRACKETS

★ INDICATES SOURCE POINT FOR SERVICE

P48
E - POLE-5188990-40/5-WD
E - LGT-50W-LED-NEIGH
I - SEC-RISER

S12 - 65'
I - 1.5"-HDPE-CONDUIT
I - UG-LGT-6-DPX

P55
I - POLE-9154465-30-CTE
I - LGT-70W-LED-RW-III-GRAY
I - 6FT-BRACKET-GRAY

P58
I - PED-9154469-9X14-AG

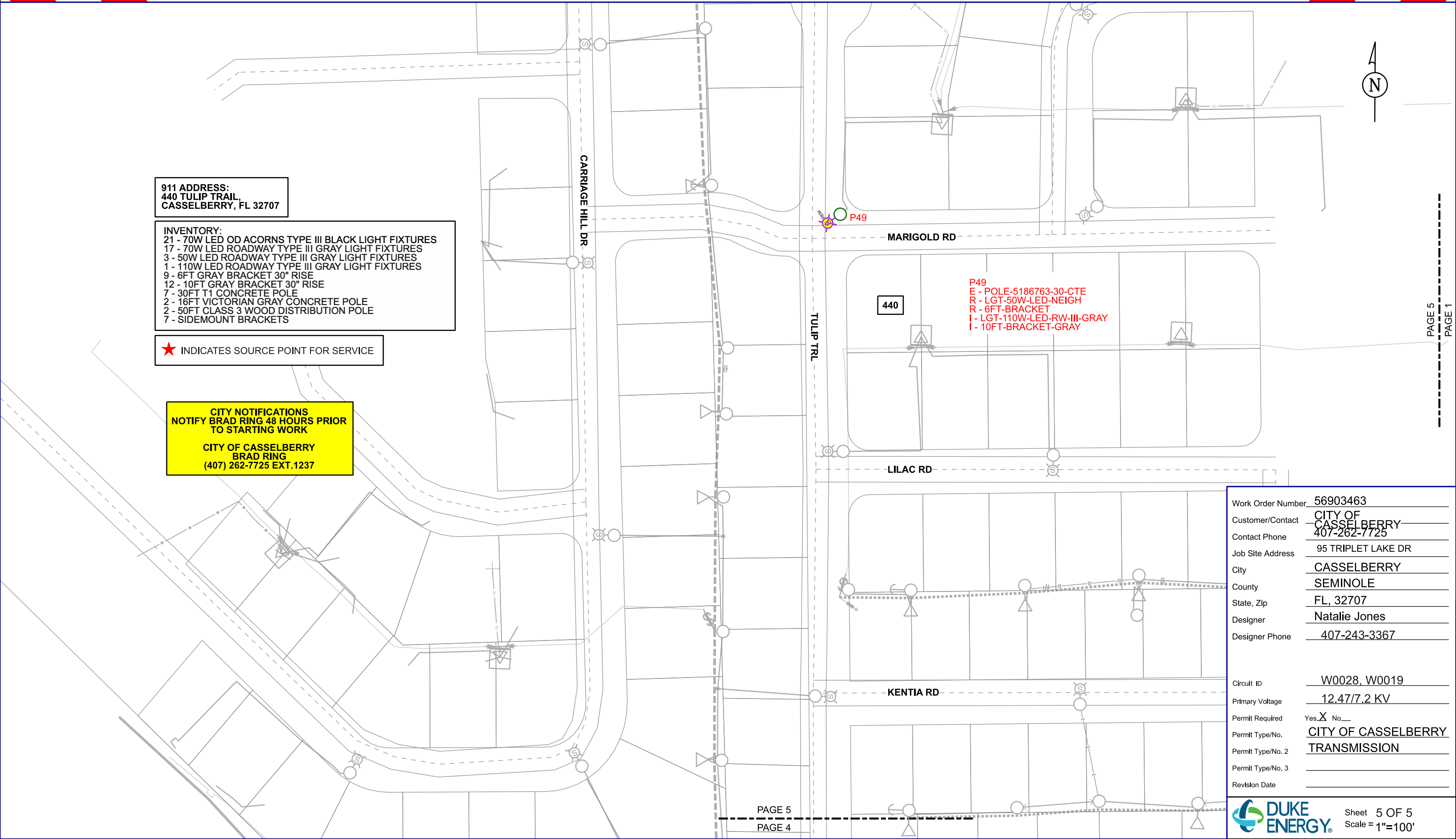
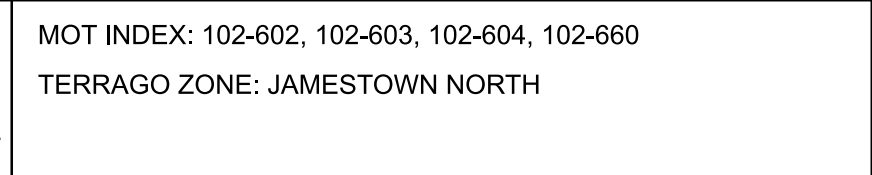
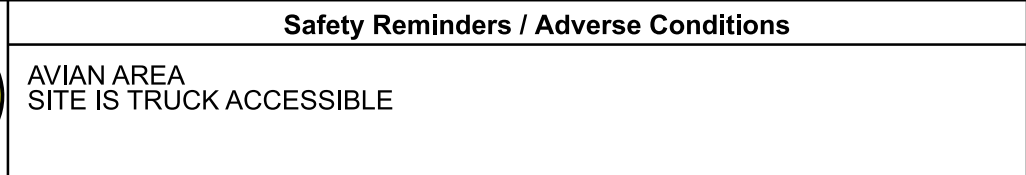
P59
I - PED-9154470-9X14-FM

**CITY NOTIFICATIONS
NOTIFY BRAD RING 48 HOURS PRIOR
TO STARTING WORK**

**CITY OF CASSELBERRY
BRAD RING
(407) 262-7725 EXT.1237**

Work Order Number **56903463**
Customer/Contact **CITY OF CASSELBERRY**
Contact Phone **407-262-7725**
Job Site Address **95 TRIPLET LAKE DR**
City **CASSELBERRY**
County **SEMINOLE**
State, Zip **FL, 32707**
Designer **Natalie Jones**
Designer Phone **407-243-3367**

Circuit ID **W0028, W0019**
Primary Voltage **12.47/7.2 KV**
Permit Required Yes ☒ No ☐
Permit Type/No. **CITY OF CASSELBERRY**
Permit Type/No. 2 **TRANSMISSION**
Permit Type/No. 3
Revision Date



PAGE 5
PAGE 1



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 26-026

DATE: April 13, 2026

TO: Randy Newlon, City Manager

FROM: Martin Butcher, Interim Public Works Director

EXPLANATION OF REQUEST:

This budget amendment seeks City Commission approval to provide funding for the lighting agreement with Duke Energy related to the Central Casselberry Connectivity Project in the amount of \$52,411.

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

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
114-0710-541.63-40-PW2301	Infrastructure	\$52,411
114-0000-389-90-00	Other Non-Operating Source	\$52,411
109-0190-581-91-14	Transfer to Fund 114	\$52,411
Decrease:		
109-0710-541.46.00	Repair & Maintenance	\$52,411

REQUESTED BY: Lorie Mertens-Black Digitally signed by Lorie Mertens-Black
Date: 2026.04.01 16:11:53 -04'00' **Date:** _____

Martin Butcher, Interim Public Works Director

FINANCE DEPT: Gladymir Ortega Digitally signed by Gladymir Ortega
Date: 2026.04.01 16:37:56 -04'00' **Date:** _____

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 10/26/16



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: April 13, 2026
Subject: Budget Amendment #26-025 - Lift Stations Telemetry Control Unit (TCU800) Pump Controller Upgrade

Introduction: Approval of Budget Amendment #26-025 to provide additional funding for the lift station Telemetry Control Unit (TCU800) pump controller in the amount of \$98,112 is requested.

Background: The City of Casselberry owns and operates a wastewater collection and transmission system consisting of 76 lift stations. In order to monitor and control the lift station pumps, a telemetry control unit (TCU) is necessary. The telemetry control unit for each lift station connects to a Supervisory Control and Data Acquisition (SCADA) system which allows for Utilities staff to remotely monitor the lift stations and be notified of any issues. The existing SCADA system utilized by the City for lift stations is HyperTAC software. This system utilizes specific TCU pump controllers to operate, the model currently in the City's system being the TCU001 pump controllers. The TCU pump controllers are equipment specific to the HyperTAC SCADA system.

Discussion: The single source provider of the HyperTAC SCADA system, Data Flow Systems, notified City staff that the existing Telemetry Control Units (TCU001) are being phased out of production due to obsolete manufacturing materials and future replacements are now supplied with the TCU800's. The cost estimate to replace all 74 TCU001's is \$450,000 over four (4) years. However, to allow the City to transition to the newest pump controller model, Data Flow Systems has offered a trade-up program. The City can turn in an old TCU001 model to receive a discount on each new TCU800 Pump Controller order. This results in a discounted cost of approximately \$360,000 over four (4) years. City staff have included the cost for this program in proposals for the Capital Improvement Program (CIP) starting in Fiscal Year (FY) 2026.

The funds for the lift station TCU replacement in FY26 were budgeted into the lift station's capital renewal/replacement account since the cost per TCU was originally greater than \$5,000 each. However, the discount put the individual TCU cost slightly under the \$5,000 capital threshold mark, requiring this purchase be made out of the lift stations operation and maintenance repairs & maintenance account instead. Budget Amendment #26-025 transfers funds from the lift station's renewal and replacement account to the proper operations and maintenance account in order to make this purchase.

Budget Impact: Budget Amendment #26-025 increases the Repairs and Maintenance Lift Stations Account #401-0752-535-46-13 by \$98,112 and decreases the Machinery and

Equipment Account Lift Stations TCU Upgrades #402-0752-535-67-35-002601 by \$90,000 and decreases the Machinery and Equipment Account Lift Station Pump Replacement #402-0752-535-67-35-002601 by \$8,112.

Recommendation: The City Manager and Utilities Director recommend approval of Budget Amendment #26-025.

Prepared by: Kelly Clark, Utilities Business Analyst

Attachments:

1. BA 26-025



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 26-025

DATE: April 13, 2026

TO: Randy Newlon, City Manager

FROM: Tara Lamoureux, P.E., Utilities Director

EXPLANATION OF REQUEST:

This item seeks City Commission approval to provide additional funding for the purchase of Lift Station Telemetry Control Unit (TCU) Pump Controllers in the amount of \$8,112 and to reallocate the current budget from capital to operating in the amount of \$90,000. The total cost is \$98,112.

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

<u>Account Number</u>	<u>Account Description</u>	<u>Amount</u>
Increase:		
401-0752-535-46-13	Repairs & Maintenance/ Lift Stations	\$98,112
401-0000-381-04-02	Transfer from Fund 402	\$98,112
402-0190-581-91-04	Transfer to Fund 401	\$98,112
Decrease:		
402-0752-535-67-35-002601	Equipment Other	\$98,112

REQUESTED BY: _____

Tara Lamoureux

Digitally signed by Tara Lamoureux
DN: cn=Tara Lamoureux, c=US,
email=Tlamoureux@casselberry.org
Date: 2026.03.30 08:14:35 -04'00'

Date: _____

Tara Lamoureux, P.E., Utilities Director

FINANCE DEPT: _____

Gladymir Ortega

Digitally signed by Gladymir Ortega
Date: 2026.03.31 16:00:09 -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 10/26/16



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: April 13, 2026
Subject: Amendment No. 4 to Agreement with Yellowstone Landscape for Grounds Maintenance Services for Stormwater Ponds and Ditches and Waiver of Competitive Bidding in Best Interest of the City

Introduction: The item provides for approval of Amendment No. 4 to the agreement with Yellowstone Landscape for grounds maintenance services for stormwater ponds and ditches in order to extend the term and increase compensation. (Ref. RFP-2020-0686)

Background: The City depends on contractors in order to provide grounds maintenance services. In 2020, the City solicited under RFP-2020-0686 for grounds maintenance services for stormwater ponds and ditches. On November 16, 2020, the City Commission awarded a contract to Yellowstone Landscape for a term of three (3) years with the option to renew for two (2) one-year periods. Amendment No.1 was processed and approved by the City Manager on August 29, 2023, to add Concord Drive Pond as a service location and increase compensation; the first three (3) year term was set to expire on April 30, 2024, Amendment No. 2 was processed and approved by City Commission on April 8, 2024, to renew the term for the first (1) of two (2) one (1) year terms and increase compensation; and Amendment No. 3 was processed and approved by the City Manager on April 24, 2025 to renew the term for the second (2) of two (2) one (1) year terms.

Discussion:

City staff is requesting approval to waive the competitive bidding process for grounds maintenance services in the best interest of the City in order to maintain continuity of service while additional research is conducted on the feasibility of transitioning these services in-house. This approach is intended to ensure uninterrupted operations and promote long-term cost efficiency as the City evaluates the potential use of its own staff for future maintenance needs.

Amendment No. 4 to the Agreement is proposed to extend the contract term through April 29, 2027, and to increase compensation by \$76,836.00, bringing the cumulative total to \$425,488.00 for the full term of the Agreement. No wage rate increases are included in this amendment.

Budget Impact: There is no impact to the City Budget at this time. Stormwater Utility Fund operating account(s) will be used to fund these services as needed.

Recommendation:

The City Manager and Interim Public Works Director recommend waiving the competitive bidding process for grounds maintenance services in the best interest of the City in order to allow time to evaluate potential in-house service options. They also recommend approval of Amendment No. 4 to the existing agreement with Yellowstone Landscape for the maintenance of stormwater ponds and ditches. This amendment would extend the contract term by one year, from April 30, 2026, through April 29, 2027, in an amount not to exceed \$76,836.00.

Prepared by: Leslie Guthrie, Public Works Business Analyst

Attachments:

1. Amendment No. 4
2. Mowing Schedule for Stormwater Ponds and Ditches
3. Yellowstone Agreement

RFP-2020-0686 GROUNDS MAINTENANCE SERVICES – STORMWATER PONDS AND DITCHES

AMENDMENT NO. 4

THIS Amendment 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 YELLOWSTONE LANDSCAPE, 2809 Forsyth Road, Winter Park, Florida 32792, hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform Grounds Maintenance Services for stormwater ponds and ditches as further described in Agreement RFP-2020-0686 approved by the CITY COMMISSION on November 16, 2020 between the CITY and the CONTRACTOR, and Amendment No. 1 approved by the CITY MANAGER on August 29, 2023; Amendment No. 2 to renew the term and increase compensation, approved by CITY COMMISSION on April 8, 2024; Amendment No. 3 to renew the term, approved by the CITY MANAGER on April 24, 2025; and may be renewed when in the best interest of the City.

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to renew the term and increase compensation; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

TERM

Term renewal from April 30, 2026, through April 29, 2027.

COMPENSATION

- A. The amount to be paid under this Agreement for services rendered will not exceed Seventy-Six Thousand Eight Hundred Thirty-Six and 00/100 Dollars (\$76,836.00) annually, for a cumulative total not to exceed amount of Four Hundred Twenty-Five Thousand Eight Hundred Forty-Four and 00/100 Dollars (\$425,844.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit “A”** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida’s Prompt Payment Act.
- C. 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.

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-2020-0686 GROUNDS MAINTENANCE SERVICES – STORMWATER PONDS AND DITCHES

AMENDMENT NO. 4

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2026.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

YELLOWSTONE LANDSCAPE

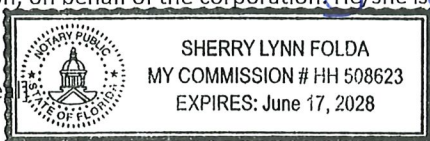
By: _____
Print: Josh Cochran
Title: Branch Manager

For a corporation:

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (March 20, 2026) by (Josh Cochran) of Yellowstone Landscape, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



Sherry Lynn Folda
Notary Public
Sherry Lynn Folda
Name typed, printed or stamped

My Commission Expires: June 17, 2028

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-2020-0686 GROUNDS MAINTENANCE SERVICES – STORMWATER PONDS AND DITCHES

AMENDMENT NO. 4

Exhibit “A”
Ponds and Ditches Pricing Schedule

Attached as a separate document consisting of one (1) page.

This schedule includes through the term April 29, 2027.

2021-2026
Scheduled
Maintenance

Lawn Maintenance Frequency March 1st October 31st J F M A M J J A S O N D Total Site Visits Price Per Visit Extended Price

	Grounds Maintenance Services - Ponds and Ditches																	
1	N. Winter Park Dr Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
2	N. Winter Park Dr Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
3	N. Winter Park Dr Pond #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
4	N. Winter Park Dr Pond #4	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
5	Gee Creek Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
6	Gee Creek Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
7	Gee Creek Pond #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
8	Ditch / SR 434 & Timberlane	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
9	Lk Hodge Outfall / Osceola Trl	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
10	Animal Control / STP Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$302.19	\$2,417.51
11	N. Winter Park Swale to Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
12	Bayou Outfall Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
13	Sundown Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
14	Canal behind Sundown Trl.	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
15	Seminola Canal & Lake Kathryn	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
16	Button Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
17	Frances Av Cul-de-sac	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
18	Frances Av Canal	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
19	Secret Way Canal	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
20	Secret Way Ditch & ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
21	Behind 60 N Triplet Lake Dr	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
22	Mockingbird (fire break)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
23	Concord Woods Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
24	City Hall Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
25	Collins Swale (driving range)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
26	Overbrook ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
27	Southcot Ditch & ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
28	Southcot Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
29	Snake Pit / Carriage Hill	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
30	Oxford / Bainbridge Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$302.19	\$2,417.51
31	North Pond (DOT)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
32	Lakeview Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
33	Grassy Lake	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
34	1792 / Piney Ridge Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
35	Lemon Ln Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
36	S. Cypress Pond (Target)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
37	Michelle Ct	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
38	Cypress Way Retention Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
39	Lake Griffin ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
40	Lakeside Pl Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75

41	Plaza Oval Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
42	Golden Days Pond, Outside Fence & ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
43	Northeast Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
44	Lakeshore ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
45	E Quintuplet Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
46	Quintuplet Swale	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
47	W. Quintuplet Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
48	Lancelot Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
49	Queens Mirror Canal	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
50	Marigold Ditch #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
51	Marigold Flats	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
52	Marigold Ditch #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
53	Marigold Ditch #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
54	Lk Sommerset	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$543.94	\$4,351.51
55	Wilshire Lifstation (2 ditches)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
56	FPC Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
57	FPC Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
58	Red Bug Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
59	Red Bug Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
60	Red Bug Pond #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
61	Beacon Ct Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
62	Kewanne Trl Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
63	Flaming Arrow Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
64	436 Pond #1 (DOT)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
65	436 Pond #2 (DOT)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
66	Plantation Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
67	S Water Plant Swale	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
68	Concord Drive Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$153.00	\$1,224.00

Total	
-------	--

Items identified with an "X" indicate this service is required and shall be included with the per cycle cost.

Please note: This particular maintenance schedule is for providing service one time a month. It is important to understand as a potential vendor the type of equipment that will be needed to maintain these locations. Pest control, weed control, pruning of trees and shrubs are also part of the monthly maintenance, as applicable for each property. This price does not include fertilization and mulching, this will be on an as needed basis and quotes for services shall be provided.

**RFP-2020-0686 GROUNDS MAINTENANCE SERVICES
STORMWATER PONDS AND DITCHES**

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 YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC, 1930 Silver Star Road, Orlando, Florida 32804, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Grounds Maintenance Services – Stormwater Ponds and Ditches pursuant to RFP-2020-0686 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 March 1, 2021 and continue through April 30, 2024 and may be renewed when in the best interest of the CITY. 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.

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.

**RFP-2020-0686 GROUNDS MAINTENANCE SERVICES
STORMWATER PONDS AND DITCHES**

- 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.
- 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 Seventy-Five Thousand and 00/100 Dollars (\$75,000.00) annually, for a total amount of \$225,000.00 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. 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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STORMWATER PONDS AND DITCHES**

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.

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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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
c/o Administrative Services Director
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

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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**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostilities, terrorism, revolution, civil insurrection, strike, epidemic, fire, flood, windstorm, earthquake, explosion, any law, proclamation, regulation, pandemic or ordinance or other act of government, or any act of God or any cause whether of the same nature, provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

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 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. 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.

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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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.

	The City Representative	The Contractor Representative
Attention	Procurement Manager	Josh Cochran, Branch Manager
Entity Name	City of Casselberry	Yellowstone Landscape
Street Address	95 Triplet Lake Drive	1930 Silver Star Road
City, State, Zip Code	Casselberry, Florida 32707	Orlando, Florida 32804

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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STORMWATER PONDS AND DITCHES**

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.

	The City Project Representative	The Contractor Project Representative
First and last name	Martin Butcher	Pete Skwyr
Title	Street & Stormwater Superintendent	Operations Manager
Entity Name	City of Casselberry	Yellowstone Landscape
Street Address	95 Triplet Lake Drive	1930 Silver Star Road
City, State, Zip Code	Casselberry, Florida 32707	Orlando, Florida 32804
Telephone	(407) 262-7725, Ext. 1771	(407) 501-9017
Email address	m butcher@casselberry.org	pskwyr@yellowstonelandscape.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 35 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 State of Florida, Office of the Governor, Executive Order 11-116, in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the

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CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the 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

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.

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STORMWATER PONDS AND DITCHES**

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-2020-0686 GROUNDS MAINTENANCE SERVICES
STORMWATER PONDS AND DITCHES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 16th day of November, AD 2020.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]

David Henson
Mayor/Commissioner

Attest:

CITY OF CASSELBERRY

By: [Signature]

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

11-16-20

YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC

By: [Signature]

Print: Nicole Ailes

Title: Business Development Manager

For an individual acting in his or her own right:

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 by Nicole Ailes, who is personally known to me or who has produced FL/DL as identification.

10/29/2020

[Notary Seal]



[Signature]

Notary Public

Amanda Barngrover

Name typed, printed or stamped

My Commission Expires: 05/24/2021

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STORMWATER PONDS AND DITCHES**

Exhibit "A"

Scope of Services

A. DEFINITIONS

For the purposes of this project, the following terms shall have the meaning as outlined herein.

1. *"Common Area"* means any area jointly used by employees and/or public.
2. *"Demand Services"* means grounds maintenance services performed at the request of the City's Project Manager to correct a specific problem.
3. *"Emergency Services"* means grounds maintenance services performed at the request of City's Project Manager to correct a specific problem exists of the following conditions:
 - a. City operation is in jeopardy; or
 - b. A situation exists that is potentially life, health, or property threatening.
4. *"Holiday Hours"* means City observed holiday hours (typically New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, day after Thanksgiving, and Christmas).
5. *"Regular Service"* means grounds maintenance services required at buildings for all service requirements other than as defined as "Emergency, or Demand service."
6. *"City's Regular Business Hours"* means Office hours of City's staff (typically from 7 a.m. to 6:00 p.m. Monday through Thursday).
7. *"Sweep"* means remove all loose dirt and litter with approved sweeping tool or blower.
8. *"Trash/Yard Debris Removal"* means remove all trash including, but not limited to, paper, bottles, cans, plastic bags, twigs, sticks, grass clippings, etc. from grounds, and remove from City's property.
9. *"Satisfactory"* means expectations that the grass/shrubs/trees and plant beds are not over-grown, beds are weed free and have the appearance of being maintained regularly.

B. GENERAL DESCRIPTION

1. This Scope of Service document serves as the minimum standards for the provision of Grounds Maintenance Services.
2. These minimum standards shall be applied to all sites as designated by the City of Casselberry. The Scope of Services shall be utilized by the City, and by each ground's maintenance service provider (herein called the Contractor) to perform and/or assist in the performance of grounds maintenance services and to ensure that the grounds at each site are safe, secure, and presentable at all times. This Scope of Services outlines the methods, procedures, and specifications to be used to perform grounds maintenance services at all City's property.
3. Upon award of this project, all questions concerning compliance with the specifications as set forth in this Scope of Services should be addressed to the City's Project Manager.
4. The Contractor is expected to begin work on March 1, 2021.
5. Grounds Maintenance, Mowing, Edging, Pest Control, Weed Control Services, Pruning of Trees and Shrubs shall be included in the per cycle unit pricing as outlined in **Exhibit "7", Ponds and Ditches Pricing Schedule**.
6. Fertilization and Mulching shall be provided on an as needed basis as directed by the City's Project Manager at the unit cost outlined for same in **Exhibit "7", Ponds and Ditches Pricing Schedule**.

C. GENERAL CONDITIONS

1. The principal objective of scheduled grounds maintenance services is to maintain safe, secure, and presentable grounds at City's property for City's employees, contractors, visitors, and the surrounding community

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2. The City properties are a representation of its residents. Excessive dust and or the improper use of chemicals, water and/or other liquids can severely harm equipment, property, or adversely affect employees and therefore interfere with business operations. A suitable environment must be maintained at all times to enable City's employees to continue their work functions. The Contractor will coordinate any grounds maintenance activities that could adversely affect City's business operations with the City's Project Manager before commencement of services.
3. The Contractor will be liable for all damages and/or service interruptions resulting from work being performed by the Contractor employees. The City's Project Manager must be immediately notified of damages and/or service interruptions in accordance with **Section II, (G)(4)(e)**. Any subcontractors used to make repairs or provide service on the Contractor's behalf will be approved in advance by the City's Project Manager.
4. The Contractor will provide scheduled grounds maintenance services at the sites listed in **Exhibit "7", Ponds and Ditches Pricing Schedule** in accordance with the Scope of Services.
5. The Contractor will be responsible for assuring that all work, whether performed by the Contractor or by any subcontractor, is performed with due regard to the safety of persons and property. The Contractor shall periodically conduct safety inspections of the work. The City shall have the right, at its discretion, to make similar inspections. The City shall have the right to notify the Contractor of any failure to comply with the safety requirements. Upon receipt of such notice, the Contractor shall immediately remedy such failure. If the Contractor fails to do so, the City may stop the work in whole or in part until such failure has been corrected.
6. The Contractor may be required to perform emergency or demand grounds maintenance services as requested by the City.
7. The Contractor will invoice for scheduled, emergency or demand grounds maintenance services per the invoicing instructions in Section 6.05 of this solicitation document.
8. Grounds maintenance supplies and equipment may not be stored on City's property unless expressly permitted by the City's Project Manager. These areas must always be kept neat and orderly. The City will not be responsible for loss or damage to the Contractor's tools, equipment or materials left on City's property.
9. The Contractor will not use the City commercial utilities to clean the Contractor's equipment or to operate the Contractor's electrically powered equipment without prior approval of the City's Project Manager.
10. The Contractor will remove all grounds maintenance debris or trash at the end of the workday unless otherwise approved by the City's Project Manager. If the Contractor fails to comply as required herein, the City may remove the debris and trash and charge the Contractor the entire cost. The Contractor shall not utilize City trash receptacles for grounds maintenance debris and trash containment.

D. GOVERNING STANDARD

1. All grounds maintenance services shall be in accordance with, but not limited to, the latest edition of the following applicable codes, standards and manufacturers' instructions as of the date of this Scope of Work. All work is required to meet any new revised codes, etc.
 - a. Occupational Safety and Health Administration Standards (OSHA)
 - b. Environmental Protection Agency (EPA)
 - c. Department of Transportation (DOT)
 - d. Manufacturer's instructions, operations and maintenance manuals applicable to equipment and materials used;
 - e. Adherence to all other city, county, state or federal codes or standards (The Contractor is responsible for compliance to the most stringent code to ensure system approval).

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2. The City's Project Manager will have the sole judgment in determining whether the grounds maintenance services are satisfactory. The City's Project Manager will also determine the quality/type of plantings, chemicals, cut pattern, and supplies used.
3. The City's Project Manager will resolve all issues regarding interpretation.

E. CONTRACTOR QUALIFICATIONS/QUALIFIED SERVICE ASSOCIATES

1. The Contractor personnel shall be qualified and trained to perform all grounds maintenance services.
2. The Contractor employees shall dress in an appropriate and professional manner while performing services under this Scope of Work. The City requires the Contractor to provide its employees a uniform or clothing that clearly identifies them as the Contractor's employees, to be worn while on the City's premises. Uniform exceptions must be presented to and accepted by the City's Project Manager. The Contractor will remove any of its employees, who are not identified in accordance with this Section, from assignment to the City. All of the Contractor's personnel will wear and display a company logo on the front and back of uniform while on the City property.
3. The Contractor will comply with all laws, orders, codes, and regulations in the performance of this Scope of Services.
4. When the Contractor is on the City property, the Contractor must have at least one (1) employee that is well versed in the English language to communicate effectively with the City's Project Manager.

F. CONTRACTOR RESPONSIBILITY – GENERAL

1. The responsibilities set forth in this section apply to all Scheduled, Demand, and Emergency Grounds Maintenance Services.
 - a. The Contractor shall be financially liable for any or all damages and/or service interruptions resulting from work being performed by the Contractor employees.
 - b. Contractor supervisor shall conduct a scheduled on-site inspection with the City Project Manager after grounds services operations are completed and approved when and/if required by the City Project Manager. Contractor and City will jointly develop inspection checklist to be completed after each inspection.
 - c. The City requires that the Contractor have non-working management level supervision for all areas under their responsibility. All management personnel must be fluent in English, both orally and written communication. The Contractor management personnel must be able to work with the City to understand all issues, concerns, work performances, the Contractor's staffing, demand services, emergency services, reporting, etc. The Contractor management personnel must initiate meetings with the City's Project Manager on a regular basis to provide various updates and/or reports.
 - d. The Contractor is required to implement a program to attract and retain the highest quality employee possible. The Contractor is required to perform job performance evaluations on its employees and make the necessary steps to only retain the right employees with the right attitudes and the right desire to provide the highest quality service.
 - e. The Contractor will provide all labor, equipment, tools, materials, and transportation necessary to maintain grounds at the City's property.
 - f. The Contractor will provide an escalation list that contains a minimum of three (3) contact names and their associated telephone numbers (business, home and mobile). These contacts will be responsible for handling Scheduled, Demand, and Emergency service calls.
 - g. The Contractor will respond by telephone within two (2) hours and have qualified personnel at the site requiring service within two (2) hours of notification for Demand or Emergency service.

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STORMWATER PONDS AND DITCHES**

- h. The Contractor agrees that time is of the essence in all emergencies and shall be accessible and respond at all times to the requirements of the emergency work with a sense of urgency.
2. Contractor Access to City's Sites
- a. Presence of the City's Project Manager may be required on site during work.
 - b. The Contractor access to the site for scheduled grounds maintenance services will be coordinated with the City's Project Manager.
 - c. The Contractor access to the site for demand or emergency service is as required.
 - d. The Contractor will adhere to all of City's policies regarding their employee's behavior.
 - e. The Contractor will be responsible for the control and distribution of keys/access cards and combinations that are issued to them. The Contractor will be financially responsible for the replacement of keys for all affected locations in the event keys are lost. The Contractor shall understand that the loss of a Master Key may result in multiple locations requiring the keys to be replaced. The Contractor will notify the City immediately if a key and/or access card is lost.
 - f. The Contractor will return all keys and/or access cards immediately upon termination of the agreement and/or the Contractor's employee separation to the City's Project Manager.
 - g. All of the Contractor's personnel will wear and display a company logo on the front and back of uniform while on the City property. The City's Project Manager, in its sole discretion, may refuse access to any of the Contractor employees. The Contractor will not permit any unauthorized person on the City's property nor allow any unauthorized person to accompany the Contractor representative while on the City's property (including relatives, children, or significant others).
 - h. The Contractor will provide the City's Project Manager with an accurate list of current employees.
 - i. The Contractor personnel are not to use any of the City's property, such as telephones, office equipment or computers, unless approved by the City's Project Manager.
 - j. Emergency or Demand Service, defined as any additional activity in excess of the frequency or stated services in the Scope of Work, must be approved by the City's Project Manager prior to performance. Without prior approval by the City's Project Manager, payment will be denied.
3. Documentation and Reporting
- a. The Contractor shall report any item(s) that require further attention that are identified while performing work, including cost estimates, comments, and recommendations to the City's Project Manager.
 - b. The Contractor or the City's Project Manager may schedule periodic meetings to discuss work performance and future directions.
 - c. All trash collected during service must be reported monthly based on 55-gallon trash bags (NPDES Permit) per location.

G. GROUNDS MAINTENANCE SERVICES

1. Scheduling

- a. The Contractor will coordinate scheduled grounds maintenance services with the City's Project Manager in order to perform all required work in a timely and efficient manner. Coordination with the City's Project Manager is imperative.
- b. The Contractor will contact the City's Project Manager within ten (10) business days of execution of the contract to initiate the schedule for grounds maintenance services as set forth in **Exhibit "7", Ponds and Ditches Pricing Schedule**.

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STORMWATER PONDS AND DITCHES**

- c. Upon completion of the ground's maintenance schedule development, the Contractor shall provide a final version of this weekly/monthly schedule to the City's Project Manager. This shall be an electronic and/or hard copy. Should the Contractor or the City's Project Manager need to make changes in the schedule, the City's Project Manager or the Contractor will notify the other of the change with a minimum of twenty-four (24) hours prior to the time scheduled grounds maintenance services was to begin.
- d. Weather conditions must always be taken into consideration prior to any service. If inclement weather is in the area, service may need to be rescheduled. The City's Project Manager or the Contractor will immediately notify the other as soon as possible if inclement weather requires service to be rescheduled. The City's Project Manager and the Contractor will coordinate an amended service schedule for the affected site(s) at the time notification of the delay is given.
- e. The City may require a Contractor supervisory or management representative to participate in scheduled quality site walk-through.

2. Frequency

- a. The City has multiple facilities with varying maintenance needs. Certain maintenance tasks should be performed at the season and/or frequency necessitated by geographic conditions. These tasks and the season and/or frequency interval are set forth in **Exhibit "7", Ponds and Ditches Pricing Schedule**. The City reserves the right to adjust the frequency of scheduled grounds maintenance services, as the City deems necessary. The frequency would not be any less than once a month but could be more than once a month.
- b. The frequencies for scheduled grounds maintenance service tasks, as specified herein, shall be strictly followed. The City Project Manager must approve any deviations in the scheduled grounds maintenance interval (for example; each Monday, Wednesday, Friday versus each Monday, Wednesday, and Saturday) in advance of the change.

3. Supplies/Chemicals Specifications

- a. The Contractor will provide supplies and chemicals used in the provision of scheduled grounds maintenance services. The Contractor shall ensure that the purchase of any supplies and chemicals are environmentally friendly.
- b. The Contractor will maintain Safety Data Sheets (SDS) for each of City's sites that include all products used at City's property. This SDS shall be available upon request for use or review by City.
- c. The Contractor will not use any of the City's supplies, material, and chemicals except as approved by the City's Project Manager.

4. Emergency or Demand Service

- a. Emergency or Demand Services will be authorized by the City's Project Manager.
- b. If the City's Project Manager identifies Emergency or Demand Services, the City's Project Manager will call the Proposer and provide authorization for services to be performed. The City's Project Manager will determine whether a call for service is Scheduled, Demand, or Emergency Service.
- c. If it is determined that the service call is for Scheduled Service not performed, the Contractor will perform the work during normal business hours within twenty-four (24) hours of notification. The City's Project Manager will be informed as to the approximate date and time the work will be completed.

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STORMWATER PONDS AND DITCHES**

- d. The Contractor emergency response time starts from the initial call from the City's Project Manager to the Contractor arrival on site. This response time shall not exceed two (2) hours without prior authorization from the City's Project Manager.
- e. The Contractor call back response time to the City's Project Manager will not exceed two (2) hours. The Contractor will provide to the City's Project Manager with the Contractor employee's name and the estimated time of arrival (ETA) to the site.
- f. The Contractor will provide local telephone numbers and contact names to the City's Project Manager for emergency service. The Contractor will furnish no less than three (3) different names and numbers (i.e., work, pager, and mobile, home) for each contact. The Contractor may not duplicate names and numbers.
- g. The Contractor will call to notify the City's Project Manager upon any arrival to the site and upon any departure from the site for all emergency service.
- h. The Contractor will never discontinue clean-up efforts before the site is returned to fully operational condition or without authorization from the City's Project Manager.
- i. If the Contractor's employee inadvertently causes any damage to the facility while performing grounds maintenance services, the Contractor's employee will immediately notify the City's Project Manager to report details of the potential damage so that the City's Project Manager can initiate recovery efforts immediately.
- j. Emergency Service Identified During Scheduled Grounds Maintenance Services – if the Contractor identifies Emergency or Demand Services during the performance of grounds maintenance services, the Contractor will immediately call the City's Project Manager at the provided telephone number before leaving the site.

H. SPECIFIC SCHEDULED GROUNDS MAINTENANCE SERVICES

The specific scheduled grounds maintenance services to be performed under this Scope of Services are set forth as following;

1. Mowing

- a. Mowing shall occur at intervals sufficient to maintain a healthy and attractive turf. Care should be taken to ensure that grass is not mowed too short for environmental conditions and/or terrain. Mowing height will be no less than 2.5 inches and no more than 4 inches. Scalping is prohibited.
- b. Litter and debris shall be removed from turf areas, fence lines, shrubs, flower beds, etc. **PRIOR** to mowing. **NO TRASH** or yard debris is to be cut by the mower.
- c. Grass clippings may be broadcast or bagged as long as the clippings are not left windrowed or blanketing the grass. Clippings should be virtually invisible after mowing is completed. If grass clippings are left windrowed or blanketing the grass, they must be removed and disposed of. The City's dumpsters may NOT be used to dispose of yard debris.
- d. Grass clippings should be removed from all paved areas.
- e. All mowing equipment shall be maintained and cutting edges shall be kept in sharp condition.
- f. The Contractor shall remove all landscape debris from the City properties including landscape debris caused during mowing and trimming operations. No debris shall be placed or left in trash receptacles or dumpsters owned by the City.
- g. All waters edges must be cleared with a weed eater and not mowed.

2. Edging and Trimming

- a. Edge sidewalks, driveways, and curbs with a power edger as needed to maintain attractive appearance.

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STORMWATER PONDS AND DITCHES**

- b. After each mowing, trim areas along bender boards, hardscape having cosmetic surfaces, turf areas that abut walls, trees, shrubs, planting beds, signs, posts, fence lines, and building foundations.
- 3. Pruning [Plants ten (10) feet or less in height]
 - a. Evergreen shrubbery shall be pruned to maintain shape and size.
 - b. Flowering shrubs shall be pruned after the flowering season.
 - c. All sucker growth shall be pruned off as part of regular maintenance.
 - d. Shade, understory trees, palms, etc. shall be pruned to maintain shape, and health as appropriate.
 - e. All pruning shall follow generally accepted horticultural practices as outlined in **Exhibit "6", University of Florida IFAS Extension Pruning Landscape Trees and Shrubs**.
 - f. Pruning of plants over ten (10) feet in height; please refer to Section J (1)(h).
- 4. Leaf Removal
 - a. Remove and bag leaves from grassy areas, entrance road, sidewalks, stairwells, generators, condensers, shrub and flower beds, and parking lot(s) as required.
- 5. Manual Weed Control in Landscaped Areas
 - a. Shrubbery, flower beds, and ornamental rock areas must be kept weed free by removing manually on each visit. No weeds should be visible!
- 6. Chemicals Weed Control
 - a. The Contractor shall notify the City's Project Manager when the application of chemical herbicide is needed for ongoing grounds maintenance unless the site is identified in **Exhibit "7", Ponds and Ditches Pricing Schedule** as requiring spraying only.
 - b. Under no circumstances shall any herbicides be used in or near any body of water.
 - c. If herbicides are used on the fence line, area will be sprayed 6" to 8" on either side of the fence.
- 7. Pest Control
 - a. Plants and trees will be checked for insects and disease. The City's Project Manager will be notified if insects or disease requiring special attention is observed.
 - b. Landscape beds and lawns will be checked for insect mounds and hives for removal or treatment.

I. CHEMICAL APPLICATIONS

The work described in this section should be performed only at the request of the City's Project Manager and should be invoiced separately.

- 1. Fertilization
 - a. Turf areas shall be fertilized (Phosphorus Free) in a manner most appropriate to the site conditions and climate.
 - b. Shrubs and trees should be fertilized to maintain a healthy and blooming condition.

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STORMWATER PONDS AND DITCHES**

2. Weed Control (including yards, warehouse and other storage areas).
 - a. Never spray chemicals along perimeter of building to kill grass or weeds.
 - b. Under no circumstances shall any herbicides be used in or near any body of water.
3. Pest Control
 - a. Plants and trees will be treated for insects and disease as approved by the City's Project Manager.
 - b. Fertilizer and weed and pest control must be applied by a licensed applicator as required by the State of Florida and according to the manufacturers' written recommendations.
 - c. Ant bait should be applied if needed.

J. ADDITIONAL GROUNDS MAINTENANCE WORK

The work described in this section shall require prior approval by the City's Project Manager. Such items shall be billed on a time and material basis.

1. The Contractor shall notify the City's Project Manager of any additional work and shall provide the City's Project Manager with a written proposal for such work. These items may include, but are not limited to;
 - a. Aerification of lawn (turf) area
 - b. Replacement of dead or marginal plants
 - c. Initial inspection and major repairs to irrigation system
 - d. Vertebrate control
 - e. Mulch replacement or addition (if needed mini pine bark or pine straw)
 - f. Overseeding turf
 - g. Application of iron sulfate
 - h. Pruning plants over (10) ten feet height
 - i. The Contractor shall notify the City's Project Manager when there is a need for pruning that requires tree climbing or the use of power equipment. The Contractor will provide the City's Project Manager an associated estimate along with a description of the needed work.
 - j. Shade tree pruning shall be done during the dormant season.
 - k. New tree installation and establishment (**Refer to Exhibit "5", University of Florida IFAS Extension Specifications for Planting Trees and Shrubs in the Southeastern U.S.**).
 - l. New shrub & groundcover installation (**Refer to Exhibit "5", University of Florida IFAS Extension Specifications for Planting Trees and Shrubs in the Southeastern U.S.**).
 - m. New turf installation.
 - n. Tree Removal – Removal of trees including branching structure, trunk, stump grinding, and debris removal for: Small trees-6" and less in diameter at breast height (DBH); Medium trees – 7" – 24" and greater in diameter at breast height (DBH); Large trees greater than 24" and greater in diameter at breast height (DBH).

K. CHECKLIST

The City will supply a checklist for each site to show that each required function (mowing, edging, etc.) was satisfactorily completed each visit or stating the reason completion was not possible. The checklist should also show any problems or potential problem areas and include comments or suggestions that

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STORMWATER PONDS AND DITCHES**

may enhance the appearance of the site or which may be of general interest to the City. The checklist must accompany the invoice and shall be submitted weekly or as services are completed.

L. INSPECTION AND UNSATISFACTORY WORK

During periods of landscape maintenance operations, the Contractor shall notify the City's Project Manager prior to beginning work and shall routinely consult with the City's Project Manager for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall perform whatever work is necessary without additional compensation. Inspections will be performed weekly.

M. ITEMS FOR PAYMENT

The measurement of services completed and items(s) eligible for payment shall be made by specified work area on a per cycle basis as specified in **Section N and O** below.

N. WEIGHTED VALUES OF SERVICE

To facilitate service acceptance and to allow specific service additions/deletions and/or inadequate service, services at each area have been assigned weighted values by City of Casselberry as follows:

1. Mowing/Edging/String Trimming/Blowing	70%
2. Weed Removal	5%
3. Landscape Maintenance (Ornamental plant care)	5%
4. Litter Removal	15%
5. Tree Maintenance /Pruning	5%
TOTAL	100%

O. ADDITIONAL SERVICES

In addition to the basic bid requirement, additional landscape work may be needed from time to time. Any cost associated with additional work required, beyond the scope of the bid specifications, shall be negotiated separately through the City's Project Manager.

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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STORMWATER PONDS AND DITCHES**

**Exhibit "B"
Pricing Schedule**

Yellowstone Price Proposal is hereby incorporated into the Agreement and made available as an individual document

**Attachment "H"
Price Proposal and Acceptance of Terms**

The Price Proposal Form (spreadsheet), consisting of one (1) page, is hereby incorporated into the solicitation and made available as an individual document to be downloaded from Vendorlink, LLC. Proposer should complete and fill in all line items within the worksheet in the workbook.

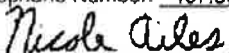
The total contract amount shall cover the Work required by the contract documents. All costs in connection with the successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and lump sum prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any, on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the **Price Proposal Form**. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name:

Mailing Address: 1930 Silver Star Road, Orlando, FL 32804

Telephone Number: 407.396.0529 Fax Number: 407.396.2023 E-mail Address: nailes@yellowstonelandscape.com


Authorized Signature

Business Development Manager

Title

Nicole Ailes

Printed Name

9/25/2020

Date

FEIN: 20-2993503

2021-2026
Scheduled
Maintenance

Lawn
Maintenance

Frequency March
1st October 31st

J

F

M

A

M

J

J

A

S

O

N

D

Total Site
Visits

Price Per Visit

Extended Price

	Grounds Maintenance Services - Ponds and Ditches																	
1	N. Winter Park Dr Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
2	N. Winter Park Dr Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
3	N. Winter Park Dr Pond #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
4	N. Winter Park Dr Pond #4	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
5	Gee Creek Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
6	Gee Creek Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
7	Gee Creek Pond #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
8	Ditch / SR 434 & Timberlane	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
9	Lk Hodge Outfall / Osceola Trl	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
10	Animal Control / STP Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$302.19	\$2,417.51
11	N. Winter Park Swale to Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
12	Bayou Outfall Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
13	Sundown Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
14	Canal behind Sundown Trl.	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
15	Seminola Canal & Lake Kathryn	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
16	Button Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
17	Frances Av Cul-de-sac	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
18	Frances Av Canal	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
19	Secret Way Canal	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
20	Secret Way Ditch & ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
21	Behind 60 N Triplet Lake Dr	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
22	Mockingbird (fire break)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
23	Concord Woods Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
24	City Hall Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
25	Collins Swale (driving range)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
26	Overbrook ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
27	Southcot Ditch & ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
28	Southcot Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
29	Snake Pit / Carriage Hill	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
30	Oxford / Bainbridge Ditch	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$302.19	\$2,417.51
31	North Pond (DOT)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
32	Lakeview Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
33	Grassy Lake	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
34	1792 / Piney Ridge Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
35	Lemon Ln Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
36	S. Cypress Pond (Target)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
37	Michelle Ct	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
38	Cypress Way Retention Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
39	Lake Griffin ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
40	Lakeside Pl Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75

41	Plaza Oval Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
42	Golden Days Pond, Outside Fence & ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
43	Northeast Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
44	Lakeshore ROW	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
45	E Quintuplet Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
46	Quintuplet Swale	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
47	W. Quintuplet Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
48	Lancelot Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
49	Queens Mirror Canal	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
50	Marigold Ditch #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
51	Marigold Flats	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
52	Marigold Ditch #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
53	Marigold Ditch #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$30.22	\$241.75
54	Lk Sommerset	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$543.94	\$4,351.51
55	Wilshire Lifstation (2 ditches)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
56	FPC Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
57	FPC Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$241.75	\$1,934.01
58	Red Bug Pond #1	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
59	Red Bug Pond #2	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
60	Red Bug Pond #3	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
61	Beacon Ct Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
62	Kewanne Trl Pond & Outside Fence	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$181.31	\$1,450.50
63	Flaming Arrow Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
64	436 Pond #1 (DOT)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
65	436 Pond #2 (DOT)	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$362.63	\$2,901.01
66	Plantation Pond	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$120.88	\$967.00
67	S Water Plant Swale	X	1x every 30 days	0	0	1	1	1	1	1	1	1	1	0	0	8	\$60.44	\$483.50
																	Total	\$70,349.46

Items identified with an "X" indicate this service is required and shall be included with the per cycle cost.

Please note: This particular maintenance schedule is for providing service one time a month. It is important to understand as a potential vendor the type of equipment that will be needed to maintain these locations. Pest control, weed control, pruning of trees and shrubs are also part of the monthly maintenance, as applicable for each property. This price does not include fertilization and mulching, this will be on an as needed basis and quotes for services shall be provided.



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: April 13, 2026
Subject: Amendment #1 to the Agreement with Milestone Professional Services, Inc. for Accounting Services

Introduction: Amendment #1 to the Agreement with Milestone Professional Services, Inc. increases the not-to-exceed amount annually by \$24,300.00, raising the cumulative amount from \$117,900.00 to \$142,200.00. The term of the agreement is extended from September 1, 2026, through August 31, 2027 (Ref: RFP-2021-0707)

Background: The Finance Department uses an external accounting firm to assist in preparation of the Annual Comprehensive Financial Report (ACFR) and the Management Discussion and Analysis (MD&A). On September 1, 2021, an agreement with Milestone Professional Services, Inc. was awarded for accounting services and other assistance as needed, at a total amount not to exceed \$117,900.00, September 1, 2021 through August 31, 2026.

Discussion: Since that time, Governmental Accounting Standards Board (GASB) has implemented new reporting requirements for Pension Plans and Other Post Employment Benefits (OPEB) and subscriptions (GASB 96) requirements, creating a greater need for assistance.

Budget Impact: Sufficient funds have been budgeted in Accounting and Auditing account #001-0130-513-32-00 for FY 2026. Appropriations beyond FY 2026 will be appropriated through the annual budget adoption process.

Recommendation: The City Manager and the Finance Director recommend approval of Amendment #1 to the agreement with Milestone Professional Services for accounting services.

Prepared by: Gladymir Ortega, Finance Director

Attachments:

1. Amendment No. 1
2. Agreement

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

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 MILESTONE PROFESSIONAL SERVICES, INC., 1970 East Osceola Parkway, #16, Kissimmee, Florida 34743, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY desires to maintain the services of the CONTRACTOR to continue to provide Accounting Services as further described in Agreement RFP-2021-0707, approved by the CITY COMMISSION, on July 26, 2021, between the CITY and the CONTRACTOR; and

WHEREAS, pursuant to the original agreement, the covenants, terms, and provisions of the Agreement may be modified by way of written instrument, mutually accepted by the parties; and

WHEREAS, the purpose of this Amendment is to extend the term and increase compensation;

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 Amendment shall begin on September 1, 2026 and continue through August 31, 2027, and may be extended when in the best interest of the CITY.

SECTION 5 COMPENSATION

- A. The amount to be paid under this Agreement for services rendered will not exceed Twenty-Four Thousand Three Hundred and 00/100 Dollars (\$24,300.00) annually, for a cumulative total not to exceed One Hundred Forty-Two Thousand Two Hundred and 00/100 Dollars (\$142,200.00) for the term of this Agreement, in accordance with the pricing schedule set forth in **Exhibit "A"** which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. 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 30 DATA MANAGEMENT

Contractor shall comply with any and all applicable data management and cybersecurity regulations set forth in Florida Statutes 282.3185 and 501.171. Contractor shall take reasonable measures to protect and secure electronic data containing personal information. In the event of a data breach, Contractor shall provide notice to the Department of Legal Affairs and to affected individuals as provided in Florida Statutes 501.171.

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

SECTION 41 **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

Pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, any City contractors shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all employees hired on and after January 1, 2021. Contractor must provide evidence of compliance with Section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021, have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system. Failure to comply with this provision will be a material breach of the contract and shall result in the immediate termination of this Agreement without penalty to the City. The Contractor shall be liable for all costs incurred by the City securing a replacement contract, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Should the Agreement be terminated pursuant to this subsection, Contractor will not be eligible to be awarded a public contract with City for one (1) full calendar year after the date on which the Agreement was terminated.

If the City Contractor utilizes Subcontractors, the following shall apply:

- A. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any employees they may hire during the term of the Agreement.
- B. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in Section 448.095, Florida Statutes.
- C. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.

The Contractor agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify program.

Nothing in this section may be construed to allow intentional discrimination of any class of persons protected by law.

E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 45 **DEALINGS WITH FOREIGN COUNTRIES OF CONCERN**

Contractor is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007. To the extent that, under this Agreement, Contractor has access to personal identifying information, Contractor agrees that: Contractor is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in Contractor; and Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

To the extent that this Agreement is for an economic incentive, as defined in Florida Statutes 288.007(1)(b), Contractor agrees that: Contractor is not owned or controlled by the government of a foreign country concern; and Contractor is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity. Breach of this provision shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 46 **FOREIGN GIFTS AND CONTRACTS**

Contractor shall comply with any and all applicable disclosure requirements of Florida Statutes 286.101. A breach of this subsection shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 47 **DISCRIMINATORY VENDORS**

Contractor agrees that it has not been placed on the Discriminatory Vendor List pursuant to Florida Statutes 287.134. Failure of Contractor to timely disclose whether it or any of its affiliates has been placed on the Discriminatory Vendors List shall be considered a material breach of this Agreement and shall entitle City to, in its sole discretion, terminate this Agreement.

SECTION 48 **DISBARMENT**

By signing this Agreement, Contractor certifies that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- B. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- C. Are not presently indicted or otherwise criminally charged by a government entity (federal, state or local) with commission of any of the offense enumerated in the preceding paragraph.
- D. Have not within the preceding five years had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify City within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgment, indictments, informations, or terminations as described above, with respect to Contractor or its principals.

SECTION 49 **CONFLICTS OF INTEREST**

CONTRACTOR must disclose the name of any of their officers, partners, directors, or proprietors who is also an elected official, officer, or employee of the City of Casselberry or who is the spouse or child of any elected official,

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

officer, or employee of the City of Casselberry. Furthermore, all Bidders CONTRACTOR must disclose the name of any City of Casselberry elected official, officer, or employee, or the spouse or child of a City of Casselberry elected official, officer, or employee, who owns, directly or indirectly, a material interest of five percent (5%) or more of the CONTRACTOR's firm or business or any of its branches, subsidiaries, parent business entities, or partnerships. This obligation to disclose is a continuing obligation for the term of this Agreement. Failure to disclose in this manner may result in the cancellation of work and termination of this Agreement.

SECTION 53 **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

SECTION 54 **ANTI-HUMAN TRAFFICKING**

As a condition of this contract, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the City.

Contractor understands and affirms that Section 787.06(2), Florida Statutes, defines "coercion", "labor", and "services" as follows:

- A. "Coercion" means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
- B. "Labor" means that work of economic or financial value.
- C. "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City from executing, renewing, or extending a contract with an entity that uses coercion for labor or services.

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-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, AD 2026.

CITY OF CASSELBERRY, FLORIDA

By: _____
David Henson
Mayor

Attest:

By: _____
Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

MILESTONE PROFESSIONAL SERVICES, INC.

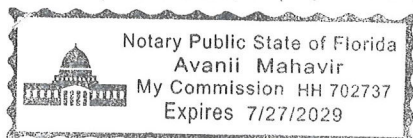
By: Don Collins
Print: Donna Collins
Title: President

For a corporation:

STATE OF FL
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) by (name of officer or agent, title of officer or agent) of (name of corporation acknowledging), a (state or place of incorporation) 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: 07-27-2029

Avanii Mahavir
Notary Public
Avanii Mahavir
Name typed, printed or stamped

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "A"
Pricing Schedule

RFP-2021-0707 Accounting Services		Milestone Professional Services
Price Proposal Form - Lump Sum		
Item	Description	Lump Sum Fee
1	CAFR FY 2021 (10/1/2020 - 9/30/2021)	\$22,500.00
2	CAFR FY 2022 (10/1/2021 - 9/30/2022)	\$23,400.00
3	CAFR FY 2023 (10/1/2022 - 9/30/2023)	\$23,400.00
4	CAFR FY 2024 (10/1/2023 - 9/30/2024)	\$24,300.00
5	CAFR FY 2025 (10/1/2024 - 9/30/2025)	\$24,300.00
6	CAFR FY 2026 (10/1/2025 - 9/30/2026)	\$24,300.00
	Revised Total RFP Price:	\$142,200.00
	Additional Work - Not Part of Evaluation Criteria*	Milestone Professional Services
6	Hourly Rate for Additional Work - Staff*	\$60.00
7	Hourly Rate for Additional Work - Executive*	\$130.00
*Information purposes only.		

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "B"
Contractor E-Verify Affidavit

I hereby certify that MILESTONE PROFESSIONAL SERVICES, INC. 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 MILESTONE PROFESSIONAL SERVICES, INC. proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

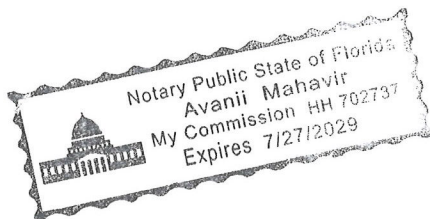
Date: 3/20/26

STATE OF FL

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of March, 2026, by Donna Collins corporation, on behalf of the corporation. He/she is personally known to me or has produced FL ID as identification.

[Notary Seal]



Avanii Mahavir
Notary Public

Avanii Mahavir

Name typed, printed or stamped

My Commission Expires: 07-27-2029

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-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

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 Cuba or 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 Cuba or 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 Cuba or 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: Milestone Professional Services, Inc.

Mailing Address: 1970 E. Osceola Pkwy, Suite 16 Kissimmee FL 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milestoneps.com

Donna Collins
Authorized Signatory

Donna Collins
Printed Name

FEIN: 57-1238273

President
Title

3/20/26
Date

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "D"

Affidavit of Compliance with Foreign Entity Laws

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (Only applicable if purchasing real property) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 3/20, 2026

Signed: Donna Collins

Entity: Milestone Prof Svc

Name: Donna Collins

Title: President

STATE OF FL
COUNTY OF LAKE

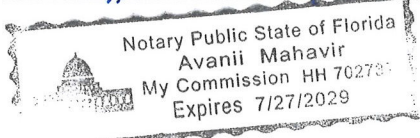
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of March, 2026, by Donna Collins, as President for Milestone Prof. Services, who is personally known to me or who has produced FL ID as identification.

Notary Public Signature: Avanii Mahavir

State of Florida at Large (Seal)

Print Name: Avanii Mahavir

My commission expires: 07-27-2029



RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "E"
Foreign Country of Concern Attestation

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's personal identifying information. Capitalized terms used herein have the definitions ascribed in Section 287.138, F.S.

MILESTONE PROFESSIONAL SERVICES, INC. is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

Printed Name: Donna Collins

Title: President

Signature: Donna Collins

Date: 3/20/26

RFP-2021-0707 ACCOUNTING SERVICES

AMENDMENT NO. 1

Exhibit "F"

Affidavit of Compliance with Anti-Human Trafficking Laws

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as President (Role) of MILESTONE PROFESSIONAL SERVICES, INC..
3. MILESTONE PROFESSIONAL SERVICES, INC. does not use coercion for labor or services, as those terms are defined in Section 787.06, Florida Statutes.
4. I understand that making a false statement in this Affidavit may subject me to criminal penalties.

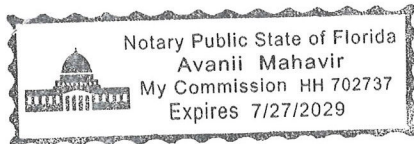
Under penalties of perjury, I Donna Collins, President (Signatory Name and Title), declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization, this 20th day of March, 2026, by Donna Collins as President [insert type of authority, e.g., officer, trustee, attorney in fact] for Milestone Prof. Services [insert name of business entity or party on behalf of whom this instrument is executed].

(Notary Seal)



Avanii Mahavir
Signature of Notary Public – State of Florida

Avanii Mahavir
Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification ☒

Type of Identification Produced FL ID

RFP-2021-0707 ACCOUNTING 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 Milestone Professional Services, Inc., 1970 East Osceola Parkway, #350, Kissimmee, Florida 34743 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CITY has competitively solicited for Accounting Services, pursuant to RFP-2021-0707 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 September 1, 2021, and continue through August 31, 2026.

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.

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- 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 One Hundred Seventeen Thousand Nine Hundred and 00/100 Dollars (\$117,900.00) 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.

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:

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Commercial General Liability	
a) Each Occurrence	\$1,000,000.00
b) Medical Expense (Any One Person)	\$ 10,000.00
c) Personal & Adv. Injury	\$1,000,000.00
d) General Aggregate	\$1,000,000.00
e) Products – Comp/OP AGG	\$1,000,000.00
Automobile Liability	\$1,000,000.00
Worker's Compensation	\$ 500,000.00
Professional Liability	\$1,000,000.00
(Errors and Omissions)	\$2,000,000.00

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 \$500,000.00 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 waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

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- 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.
- 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,**

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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 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. 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.

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,

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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	City Project Representative
Attention: Procurement Manager	Donna Collins, President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743

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	Contractor's Project Representative
Carol Conroy	Donna Collins
Finance Director	President/Director
City of Casselberry	Milestone Professional Services, Inc.
95 Triplet Lake Drive	1970 E. Osceola Parkway, Suite 350
Casselberry, Florida 32707	Kissimmee, Florida 34743
Telephone: (407) 262-7700, Ext. 1131	Telephone: (352) 408-4949
Email: cconroy@casselberry.org	Email: donna@milestoneeps.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 35 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 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>.

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**

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.

RFP-2021-0707 ACCOUNTING SERVICES

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-2021-0707 ACCOUNTING SERVICES

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 26th day of July, AD 2021.

CITY OF CASSELBERRY, FLORIDA

By: [Signature]

David Henson
Mayor/Commissioner

Attest:

CITY OF CASSELBERRY

By: [Signature]

Donna G. Gardner, CMC
City Clerk

As authorized for execution at the City
Commission meeting of:

7/26/21

MILESTONE PROFESSIONAL SERVICES, INC.

By: [Signature]

Print: [Signature]

Title: President / Director

For an individual acting in his or her own right:

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th by Donna Collins, who is personally known to me or who has produced FLDL as identification. July 2021

[Notary Seal]

Notary Public [Signature]

Name typed, printed or stamped

My Commission Expires: 10/07/2024

Bryan J Bowerman
Notary Public
State of Florida
My Commission Expires 10/07/2024
Commission No. HH 112490

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "A"

Scope of Work

A. Description of City Structure.

1. Form of Government.

The City operates under a Commission/Manager form of government and provides the following services to its residents:

- a. Police;
- b. Construction and maintenance of streets, bridges, sidewalks, storm drainage, public parks, community, and recreational facilities;
- c. City planning, zoning, subdivision and building code regulation, and enforcement;
- d. Supervised recreation programs;
- e. Redevelopment of declining commercial and residential areas;
- f. Water, sewer, and reclaimed water services;
- g. Residential solid waste collection services; and
- h. Municipal golf course.

2. Fiscal Year Definition.

The City's fiscal year commences on October 1st and ends on September 30th.

Fund Structure.

Fund Type	Number of Individual Funds	Budget – FY 2021
General Fund	1	\$19,709,134
Enterprise Funds	4	\$30,905,854
Special Revenue Funds	14	\$8,544,515
Capital Projects Funds	3	\$22,200,073
Debt Service Funds	1	\$1,336,124

NOTE: Other funds and/or component units to be audited may be added throughout the term of the awarded agreement.

3. Component Units.

The Community Redevelopment Agency (CRA) is an incremental tax district created by City Ordinance pursuant to Florida Statutes Section 163.356. The City Commission serves as the CRA Board. The City Commission approves the budget and expenditures. The City performs the accounting functions for the CRA. The CRA is a blended component of the City classified as major fund.

4. Pension Plans.

The City of Casselberry maintains a defined benefit retirement system which is a combined plan for Police Officers and Firefighters. The Police/Fire plan is administered by a separate Board of Trustees. The City is responsible for funding liabilities based upon actuarial valuations. General employees participate in a defined contribution plan.

RFP-2021-0707 ACCOUNTING SERVICES

Note: The City's various financial reports are accessible and available from the City's website at: <http://www.casselberry.org/434/Comprehensive-Annual-Financial-Report>

5. Basis of Accounting.

- a. All Governmental funds are accounted for using the modified accrual basis of accounting.
- b. All Proprietary and Pension Trust funds are accounted for using the accrual basis of accounting.
- c. The City last had a Schedule of Expenditures of Federal Awards for the year ended September 30, 2019. The City's grant volume is inconsistent from year to year and more often than not, the City does not have a Schedule of Expenditures of Federal Awards or Schedule of Expenditures of State Awards. However, should the City experience or incur activity for any of the items outlined herein, the successful proposer shall provide and include the necessary work to include such activity as part of the annual audit.

6. Computer System.

The City financial application software is the Naviline® platform provided by Central Square Technologies.

B. Scope of Services Minimum Requirements.

The City of Casselberry is seeking a qualified successful proposer to provide services for the preparation and compilation of the City's Annual Comprehensive Financial Report (ACFR) for fiscal years 2021, 2022, 2023, 2024 and 2025; including the basic financial statements, required supplemental information, and notes to the financial statements.

1. The successful proposer will also assist with the preparation of financial statements; including Management Discussion and & Analysis (MD&A) and statistical section and utilizing the ACFR preparation software.
2. The successful proposer will provide journal entries necessary for compliance with Other Post-Employment Benefits (OPEB) GASB 75 and Pension GASB 67 and 68.
3. The successful proposer will assist with audit questions that directly impact the ACFR.
4. The successful proposer will develop a list of required information for the preparation of the ACFR.
5. The successful proposer will ensure the ACFR is prepared in compliance with generally accepted accounting principles (GAAP) for state and local governments and conforms to applicable Government Accounting Standard Board (GASB) pronouncements.
6. The successful proposer will ensure that all requirements for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting are met.
7. The successful proposer will assist the City by providing ACFR implementation and/or support services as needed.
8. The successful proposer will also advise and/or assist the City with the implementation of new GASBs.
9. The successful proposer will work with City staff to adhere to the established audit schedule.

RFP-2021-0707 ACCOUNTING SERVICES

C. Additional Consulting Services.

In addition to the financial services as outlined herein, the City may request that the successful proposer provide additional consulting services outside the performance of the accounting services. The successful proposer will provide an hourly rate for services to be performed outside of Section 2 Scope of Services Minimum Requirements.

D. The Contractor's General Work Plan.

1. The successful proposer will work with the City and the City's auditors to determine the timing of the initial upload of the general ledger and to agree on a timeline for deliverables for each fiscal year. This initial task will also include a discussion with designated City staff to identify any assistance needed with new GASB standards and their application.
2. Actual preparation of the ACFR begins with an upload of the trial balance into the ACFR preparation software mapping to their respective financial statement line. When applicable, new accounts will need to be mapped to the correct account line for both fund level and entity wide statements. The ACFR preparation software entity-wide conversion worksheet tool will be used to input the current year reconciling amounts to arrive to the correct amounts for the entity-wide financial statements. Cash flow statements and the reconciliation statements will be developed independent of the ACFR preparation software, and input via the document editor process.
3. Footnote preparation is done with the successful proposer's assistance. Mapping within the footnotes, statistical section and MD&A will be done by the successful proposer. Updating the footnotes, statistical section, MD&A and the entire introductory section into the ACFR preparation software will be performed by designated City staff. Once these sections are completed, the successful proposer will begin a technical review of the entire document for completeness and alignment with the GFOA Certificate program requirements.
4. The City will also review the ACFR with the City's auditors. Any review comments and suggestions will be discussed with designated City staff and applicable changes made.

RFP-2021-0707 ACCOUNTING SERVICES

E. General Project Schedule.

Month	Task
July or August	Review of ACFR preparation software to determine initial timeline for preliminary general ledger upload.
September	Discussion with City staff and City's auditors to develop timeline for deliverables and any needed technical assistance for new GASB standards.
September – March	Provide needed technical assistance regarding new accounting standards.
December	Prepare a list of items needed for year-end ACFR preparation.
December	Assist the City with mapping of new accounts as needed in ACFR preparation software.
December	Provide City staff with journal entries necessary for compliance with OPEB GASB 75 and Pension GASB 67 - 68
December	Review of fund level statements created by ACFR preparation software for any unmapped accounts or format issues that need to be addressed. Work with ACFR preparation software to address and correct any issues.
December – January	Map data in footnotes. Review and communicate any noted errors or needed corrections to designated City staff. Review revised schedules as deemed necessary.
January	Update entity wide conversion workbook; provide workbook to City staff; determine journal entries that should roll in to the next fiscal year and input amounts to create entity wide statements within the ACFR preparation software.
January	Update mapping of data in statistical section tables within the ACFR preparation software schedules 1 through 4.
January	Map data in MD&A. Once staff has completed MD&A, provide a complete review. Communicate any needed changes.
January-February	Perform a technical review of ACFR for compliance with the requirements of the GFOA Certificate program. Make needed changes.
January-February	Along with the assistance of designated City staff, address any review comments.

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Exhibit "B"
Pricing Schedule

RFP-2021-0707 Accounting Services		
Price Proposal Form - Lump Sum		
Item	Description	Lump Sum Fee
1	ACFR FY 2021 (10/1/2020 - 9/30/2021)	\$22,500.00
2	ACFR FY 2022 (10/1/2021 - 9/30/2022)	\$23,400.00
3	ACFR FY 2023 (10/1/2022 - 9/30/2023)	\$23,400.00
4	ACFR FY 2024 (10/1/2023 - 9/30/2024)	\$24,300.00
5	ACFR FY 2025 (10/1/2024 - 9/30/2025)	\$24,300.00
	Total RFP Price Submitted:	\$117,900.00
6	Hourly Rate for Additional Work - Staff*	\$60.00
7	Hourly Rate for Additional Work - Executive*	\$130.00
*Information purposes only - not part of the Evaluation Criteria.		

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will be abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including Addenda, if any on file at the City of Casselberry Procurement and Contract Management Division for the price(s) as set forth herein in the Price Proposal Form. The signatures(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Contractor Name: _Milestone Professional Services, Inc.

Mailing Address: 1970 E. Osceola Pkwy, Suite 350, Kissimmee, FL 34743

Telephone Number: 352 408-4949 **Fax Number:** 352 357-7412 **E-mail Address:** Donna@milestoneps.com



Authorized Signature

President/Director

Title

Donna Collins

Printed Name

6/7/21

Date

FEIN: 57-1238273

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "C"
Contractor E-Verify Affidavit

I hereby certify that Milestone Prot Svc 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 Memorandum of Understanding proof of registration in the E-Verify system is attached to this Affidavit.

Donna Collins

Print Name: Donna Collins

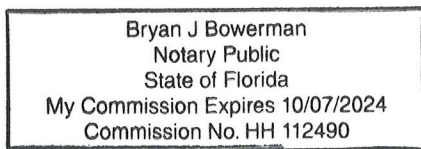
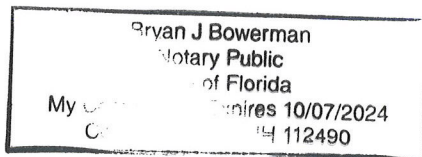
Date: 7/6/21

STATE OF Florida

COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 07/06/2021 by Donna Collins of Milestone Prot. INC., a Florida Corp. corporation, on behalf of the corporation. He/she is personally known to me or has produced FLDL as identification.

[Notary Seal]



Bryan Bowerman
Notary Public

Bryan Bowerman
Name typed, printed or stamped
My Commission Expires: 10/07/2024

RFP-2021-0707 ACCOUNTING SERVICES

Exhibit "D"

Contractor Certification Regarding Scrutinized Companies

Section 287.135, Florida Statutes, prohibits companies from bidding, submitting proposals, entering into or renewing contracts with a local government for goods or services that are on the Scrutinized Companies with Activities in Sudan List, on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or 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 shall 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 or is 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, or is engaged in a boycott of Israel.

I further understand that pursuant to the Florida Statutes, the submission of a false certification, being placed on any of the Lists as indicated herein, conducting business operations with Syria, or boycotting Israel may subject the company to termination of the agreement, civil penalties, attorney's fees, and/or costs.

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: Milestone Professional Services Inc.

Mailing Address: 1970 E. Osceola Pkwy Suite 350 Kissimmee FL 34743

Telephone Number: 352 408-4949 Fax Number: 352 357-7412 E-mail Address: Donna@milestoneps.com

Don Collins
Authorized Signatory

Donna Collins
Printed Name

FEIN: 57-1238273

President/Director
Title

7/6/21
Date



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

To: The Honorable Mayor and City Commissioners
From: The City Manager
Date: April 13, 2026
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: April 13, 2026
Subject: First Reading of Ordinance 26-1635 - Amending the City's Official Zoning Map from R-8 (Low Density Single-Family) to RMH-8 (Low Density SF Mobile Homes) for One (1) Parcel with Parcel Identification Number 26-20-30-5AR-0D00-096L

Introduction: Approval of Ordinance 26-1635 on first reading to amend the City's *Official Zoning Map* from R-8 (Low Density Single-Family) to RMH-8 (Low Density SF Mobile Homes) for one (1) parcel with Parcel Identification Number 26-20-30-5AR-0D00-096L, is requested.

Background: In December 2025, the applicant contacted the City to discuss the possibility of placing a mobile home on the subject site, which is currently vacant. Around the same time, the applicant completed the lot split process with Seminole County to restore the parcel to its originally platted dimensions, as it had been combined with a smaller parcel at some point in the past. Future plans for the site include residential use with a single-family mobile home. Accordingly, any future development will be required to comply with all applicable provisions of the Unified Land Development Regulations (ULDR), including the establishment of consistent land entitlements.

On Wednesday, March 11, 2026, at an advertised public hearing (March 1, 2026), the City's Planning and Zoning Commission/Local Planning Agency (P&Z) voted unanimously, 4-0, to recommend that the City Commission approve Ordinance 26-1635.

Discussion: Consistency with Comprehensive Plan

The proposed amendment to the Official Zoning Map is consistent with the following Comprehensive Plan Objectives and Policies:

- Objective FLU 1. Coordinate Future Land Use. The City shall establish land use categories and policies that will ensure future land use coordination with the appropriate topography, soil condition, availability of facilities and services, and contrasting land use. The City shall adopt zoning districts that correspond to specific land use categories and define allowable densities and intensities in each zoning district.
- Policy FLU 1.1 – Properties designated Low Density Residential shall be developed at a gross density not exceeding five dwelling units to the acre.

Land Use Compatibility

The parcel directly west of the subject property is also owned by the applicant and is developed with a single-family mobile home. To the north and south is more vacant residential land that is zoned R8 (Low Density Single-Family). To the east is a vacant 25' wide right-of-way, as well as the recently completed Wheel Park. According to the City's Comprehensive Plan, the RMH-8 zoning district is intended to accommodate single-family residential mobile homes, which is consistent with the rest of the properties on Osceola Trail, except one that was rezoned in 2016. Additionally, no site plan review process will be required as it is a residential parcel, but compliance with various components of the ULDR will help to ensure compatibility and mitigate issues where necessary. For these reasons, staff finds that the proposed zoning district is compatible with adjacent land uses.

Adequate Public Facilities

Police services are provided to the subject property by the City of Casselberry, and fire services are currently provided by Seminole County. Vehicular and pedestrian access will be provided via a driveway on Osceola Trail. Additionally, a school impact analysis from Seminole County Public Schools demonstrating school concurrency prior to rezoning the subject property is not necessary given that the subject property is already zoned for single-family residential use. Further, access to and from the rear parcel will be facilitated via an access easement agreement, which will enable future tenants to access the lot using the same driveway as the home on 1037 Osceola Trail. Lastly, city water and sanitary sewer services are available for the subject property.

Natural Environment

The proposed amendment to the *Official Zoning Map* is not anticipated to affect the natural environment negatively.

Economic Effects

The proposed amendment to the *Official Zoning Map* will not negatively impact the local economy.

Orderly Development

All plans to develop the subject property will be reviewed and shall adhere to the requirements of the City's ULDR and Code of Ordinances.

Budget Impact: No impact is anticipated to the City's budget.

Recommendation: The City Manager and Community Development Director recommend approval of Ordinance 26-1635 on first reading.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Ordinance 26-1635
2. Business Impact Estimate

ORDINANCE 26-1635

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP AND CHANGING THE ZONING CLASSIFICATION FROM R-8 (LOW DENSITY SINGLE-FAMILY) TO RMH-8 (LOW DENSITY SF MOBILE HOMES) FOR ONE (1) PARCEL GENERALLY LOCATED AT 1039 OSCEOLA TRAIL AND DESCRIBED WITH PARCEL IDENTIFICATION NUMBER 26-20-30-5AR-0D00-096L, TOTALING APPROXIMATELY .59 ACRES, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the subject property described in attached "Attachment A" (Property) is within the corporate boundaries of the City of Casselberry (City); and

WHEREAS, the Planning and Zoning Commission/Local Planning Agency has held a public hearing with due public notice to consider this *Official Zoning Map* amendment; and

WHEREAS, the Property is designated Low Density Residential on the City's *Future Land Use Map* (FLUM) of the *Comprehensive Plan*; and

WHEREAS, the RMH-8 (Low Density SF Mobile Homes) zoning district is consistent with the City's Low Density Residential (LDR) future land use designation; and

WHEREAS, a public hearing considering the inclusion of the Property within the RMH-8 zoning district has been duly held in the City of Casselberry, Florida, and, at such hearing, interested parties and citizens were heard; and

WHEREAS, after said public hearing, the City Commission of the City of Casselberry, Florida, determined that the requested zoning change is consistent with the City's *Comprehensive Plan* FLUM and is in compliance with all applicable procedures of the *Unified Land Development Regulations of the City of Casselberry, Florida*; and

WHEREAS, based on the foregoing, the City Commission of the City of Casselberry has determined the zoning classification of said property shall be RMH-8, as that district is defined in Articles IV and V of Chapter II, as amended and supplemented, of the *Unified Land Development Regulations, Code of Ordinances of the City of Casselberry, Florida*.

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

SECTION I. That the *Official Zoning Map* established in Chapter II, Article IV, Section 2-4.3. of the *Unified Land Development Regulations of the Code of Ordinances of the City of Casselberry, Florida*, as amended and supplemented, be, and the same is, hereby amended to designate the Property described in "Attachment A", consisting of approximately .59 acres, from R-8 (Low Density Single-Family) to RMH-8 (Low Density SF Mobile Homes), as shown in "Attachment B".

SECTION II. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION III. 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 IV. EFFECTIVE DATE. This Ordinance shall become effective ten (10) days after its passage and adoption.

FIRST READING this ____ day of _____, A.D. 2026.

SECOND READING AND ADOPTION this ____ day of _____, A.D. 2026.

ATTEST:

Donna G. Gardner, CMC
City Clerk

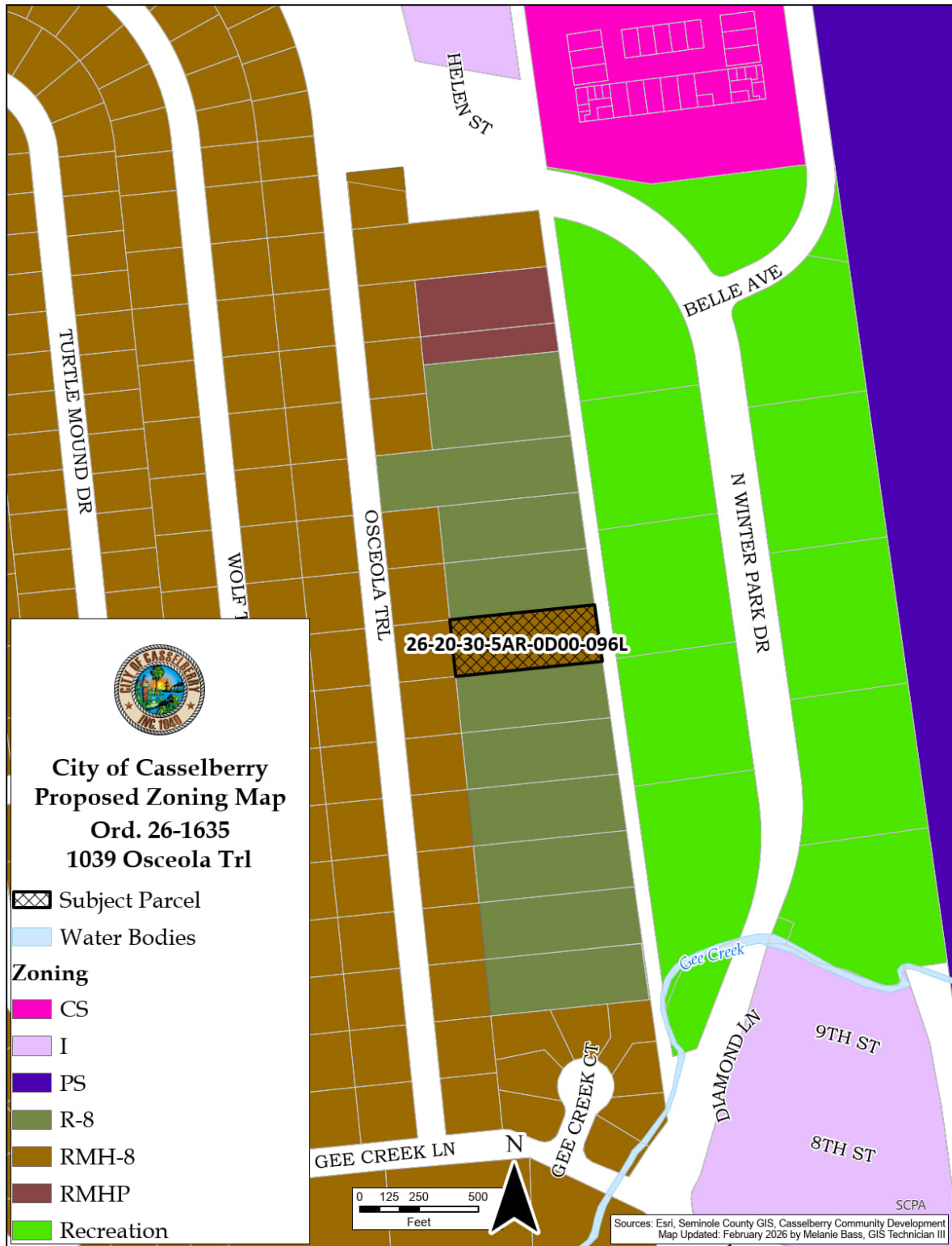
David Henson
Mayor

Attachment A – Location Map

That part of Lot 96, Block D, D. R. MITCHELL'S SURVEY OF THE LEVY GRANT ON LAKE JESSUP, according to the plat thereof as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida, extending Eastward on a continuation from the North and South boundary lines of Lot 8, Block G, LAKE KATHRYN PARK FIFTH ADD., according to the plat thereof as recorded in Plat Book 15, Pages 47 and 48 of the Public Records of Seminole County, Florida, to the West right-of-way of Helen street.



Attachment B – Proposed Zoning Map





CITY OF CASSELBERRY, FLORIDA

95 Triplet Lake Drive, Casselberry, Florida 32707

Business Impact Estimate

City Commission Meeting Date: April 13, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

ORDINANCE 26-1635

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING THE CITY'S OFFICIAL ZONING MAP AND CHANGING THE ZONING CLASSIFICATION FROM R-8 (LOW DENSITY SINGLE-FAMILY) TO RMH-8 (LOW DENSITY SF MOBILE HOMES) FOR ONE (1) PARCEL GENERALLY LOCATED AT 1039 OSCEOLA TRAIL AND DESCRIBED WITH PARCEL IDENTIFICATION NUMBER 26-20-30-5AR-0D00-096L, TOTALING APPROXIMATELY .59 ACRES, AS DESCRIBED IN SECTION I OF THIS ORDINANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

- ☐ Ordinances required for compliance with federal or state law or regulation;
- ☐ Ordinances related to the issuance or refinancing of debt;
- ☐ Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Ordinances required to implement a contract/agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ Emergency ordinances;
- ☐ Ordinances relating to procurement;
- ☐ Ordinances enacted to implement the following:
 - ☐ Development orders as defined in § 163.3164, Florida Statutes.
 - ☐ Development permits as defined in § 163.3164, Florida Statutes.
 - ☐ Development agreements as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220-163.3243, Florida Statutes.

- ☐ Comprehensive plan amendments initiated by an application by a private party other than the municipality.
- ✓ Land development regulation amendments initiated by an application by a private party other than the municipality.
- ☐ Sec. 190.005, F.S. and Sec. 190.046, F.S.
- ☐ Sec. 553.73, F.S. (Fla. Building Code).
- ☐ Sec. 633.202, F.S. (Fla. Fire Prevention Code).

Part I. Summary of Proposed Ordinance (including Ordinance No.) and Statement of Public Purpose to be Served, such as serving the public health, safety, morals, and welfare of the City:
N/A

Part II. Estimate of Direct Economic Impact on Private/For Profit Businesses¹:

- a. Estimate of Direct Business Compliance Costs that businesses may reasonably incur if the ordinance is enacted: \$0.00
- b. Identification of New Charges/Fees on Businesses Impacted: N/A
- c. Estimate of City of Casselberry's Regulatory Costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs: N/A

Part III. Good Faith Estimate of Number of Businesses Likely Impacted: N/A

Part IV. Additional information the City Commission may find useful (if any). N/A



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: April 13, 2026
Subject: Public Hearing: First Reading of Ordinance 26-1634 - Amending the ULDR to Provide Procedures for Processing Reasonable Accommodation Requests from the City's ULDR and to Establish Procedures for the Review and Approval of Certified Recovery Residences

Introduction: Recommendation of approval on first reading of an Ordinance, amending the City's Unified Land Development Regulations (ULDR) to provide review and approval procedures for reasonable accommodation requests, while also including specific standards for processing such requests related to "Certified Recovery Residences," is requested.

Background: The Community Development Department's Planning Division requests that the City Commission hold a public hearing on first reading to consider Ordinance 26-1634: a request to amend the City's Unified Land Development Regulations (ULDR). The proposed amendment seeks to provide standards for reviewing and approving reasonable accommodation requests and clarifies that such standards will also apply to Certified Recovery Residences located within the City.

Discussion: This request was prompted by the state legislature, which revised legislation in 2025 to require local governments to adopt an ordinance that provides standards for reviewing and approving reasonable accommodation requests, specifically as it pertains to Certified Recovery Residences. Currently, the City does not have a process for reviewing requests for Reasonable Accommodations from various components of the land use code, zoning laws or other similar regulations. This is notable, as having such a process codified into local ordinances is something that is generally strongly encouraged among local governments nationwide. Secondly, the amendment is needed to comply with Florida Statutes. In summary, given that the City does not have an existing process for processing reasonable accommodation requests, this ordinance will both establish that framework while also ensuring compliance with the recent change in state law.

This considered, the City of Casselberry is committed to the long-term health and viability of its residents and recognizes those struggling with addiction are a vulnerable demographic in particular need of adequate housing. Further, the City Commission agrees with the legislature that success rates in achieving long-term sobriety can be enhanced when affected individuals are given the chance to reside in Certified Recovery Residences and receive treatment. Currently, the land use in the ULDR that most similar to Certified Recovery Residences are Community Residential Homes. This use would not be appropriate to apply to Certified Recovery Homes, as Community Residential Homes are accredited by different state agencies and are designed for residents with special needs largely unrelated to

substance abuse.

This considered, staff felt that adding a new land use for Certified Recovery Residences into Table 2-5.3 was necessary. Aside from this, the majority of the proposed amendment is reflected in a new section of the ULDR, Section 2-7.39, Reasonable Accommodation Requests. The section provides procedures for reviewing reasonable accommodation requests and includes provisions related to eligible applicants, required application items and timelines for staff review and review criteria. Further, it provides for an appeal process while also clarifying that there will not be an application fee; it also includes a general notes section and a revocation section. Lastly, Section I specifically addresses such requests relating to Certified Recovery Residences, such as permitted zoning districts and required operating standards. Further, the Planning and Zoning Commission unanimously recommended approval of this item during an advertised public hearing on February 11, 2026. It was advertised in the Orlando Sentinel on April 2, 2026, for a public hearing on first reading.

City staff provides the following assessment of the proposed amendment against the established criteria in ULDR Section 1-2.9.C.

CRITERION 1: Consistency with the Comprehensive Plan

The proposed change is largely administrative in nature as its purpose is to provide clear instructions for future staff on how to handle reasonable accommodation requests, when and if they arise. It will not alter how land use applications are reviewed for consistency with the Comprehensive Plan, but instead will provide an avenue for applicants that demonstrate a unique need that may not be in full compliance with various components of the ULDR. As such, staff feels that the implementation of this approach will enhance customer service in the future, while also reinforcing the following elements of the Comprehensive Plan.

Policy FLU 1.5 Major Thoroughfare Mixed-Use. The Major Thoroughfare Mixed-Use category is intended to provide opportunities for mid to high density/intensity mixed-use development along major transportation corridors within the City. Properties designated Major Thoroughfare Mixed-Use may provide a mix of commercial, office, residential, and/or hotel. The maximum FAR is 2.0 and the maximum density is 80 dwelling units per acre, unless more specifically limited by the zoning.

The proposed amendment includes a change to the land use table that will allow Certified Recovery Residences in the PMX-MID and PMX-HIGH zoning districts, which are compatible with the MTMU (Major Thoroughfare Mixed-Use) FLUM, per ULDR Section 2-4.2.

Policy FLU 1.6 Low Intensity Non-Residential/Medium Density Residential. Properties designated Low Intensity Non Residential/Medium Density Residential shall provide for general retail and commercial activities and attached and detached residential purposes. This area may be developed at a Floor Area Ratio of no greater than 0.25 and a gross residential density not exceeding 13 units to the acre. The proposed amendment includes a change to the land use table that will allow for Certified Recovery Residences in LDR zoning districts (i.e., R-8, R-9, R-12.5, RMH-8 and PRD) subject to the approval of a reasonable accommodation request. Further, the use will be permitted by right in the RMF-13 zoning district, which is part of the MDR (Medium Density Residential) FLUM.

Policy FLU 1.7 High Intensity Non Residential/Medium Density Residential. Properties

designated High Intensity Non Residential/Medium Density Residential may provide a wide range of commercial activities and develop up to a Floor Area Ratio of 0.5. Medium Density Residential components of this classification shall develop at a density of not more than 13 units to the acre. The proposed amendment includes a change to the land use table that will allow for Certified Recovery Residences by right in the only zoning district that is compatible with the High Intensity Nonresidential (HINR) FLUM, PMX-H. Additionally, the Mixed Use MDR (Medium Density Residential) FLUM includes PMX-L where the use will be permitted by right. Lastly, the Mixed Use MDR (Medium Density Residential) FLUM includes OR, and the use will require conditional use approval in those districts.

Policy FLU 7.1 Performance Controls/Criteria. The City shall evaluate and revise, if necessary, its system of performance controls during the Evaluation and Appraisal process in order to provide a more efficient land development system to minimize potential negative impacts of development. The proposed amendment includes a new process for evaluating unique circumstances that is distinct from the variance process. This will provide needed flexibility to staff in the years ahead as unique land use requests continue to increase in volume and complexity.

Policy FLU 7.3 Unified Land Development Regulations. The City shall retain, revise, or adopt as necessary all relevant ordinances, regulations, and policies that pertain to development, which will require development to occur in compliance with all elements of the City of Casselberry Comprehensive Plan. The proposed amendment will help to ensure that the use of Certified Recovery Residences is implemented in appropriate areas, while also providing checks on things such as site design or operating standards.

Policy FLU 10.1 Diversity of Uses. A diverse mix of land uses, housing types and densities shall be promoted, except in cases where sub-area policies require preservation of one land use type. Continuous stretches of similar style and density of development shall be avoided. The proposed amendment encourages further diversity of land uses within residential areas by offering housing opportunities to a population that need them. It should be noted that Certified Recovery Residences are distinctly different from other, similar land uses in the land use table (such as Community Residential Homes) as their typical occupants are suffering from substance abuse, rather than a range of other circumstances that are specifically addressed in other facilities (i.e., victims of human trafficking, foster children, etc.).

Policy HOE 1.4 Wide Range of Sites and Alternative Housing Types. The City shall continue to encourage a wide range of alternative housing types in a wide range of densities in order to maintain housing alternatives within the City. Very low, low, and moderate income housing shall be permitted within all residential Future Land Use designations. Certified Recovery Residences offer occupants a housing opportunity that they may not be able to otherwise obtain, and a lack of shelter can be a significant obstacle in achieving economic security or long-term sobriety. The proposed amendment reflects that the City supports such alternative housing types.

Policy HC 1.1B. Casselberry shall promote the development of neighborhood districts with a mix of incomes, ages and housing types. The proposed amendment supports the development of neighborhoods with diverse housing types, ages and incomes as it has the potential to increase density and the City's population as a whole.

Objective PRE 1. Recognition of Private Property Rights. The City shall continue to recognize that each property owner has constitutionally protected private property rights, and

shall continue to consider these property rights in local decision making by referring to a set of statement of rights identified in this element. The proposed amendment will allow people to make requests for reasonable accommodation from the land use code in order to maximize the enjoyment of their property in such cases where it is deemed appropriate. It also increases the types of uses allowed and/or permitted on certain residential properties by adding the Certified Recovery Residence use to the land use table. This bolsters this objective as it indicates the City's commitment to diversifying and/or increasing personal property rights when feasible.

CRITERION 2: Conformance with Ordinances

The proposed ordinance modifies the City's ULDR, District and General Regulations, to add Section 2-7.39 (Reasonable Accommodation Requests), providing review and performance standards for reasonable accommodation requests. The amendment also includes a provision within that section that specifically applies to Certified Recovery Residences. Additionally, it modifies the existing land use table in Section 2-5.3 (Land Use By District) to include a land use for Certified Recovery Residences. Lastly, it amends Section 5-21.2 (Definitions) to include a definition for Certified Recovery Residences. These modifications will not interfere with any existing elements of the code or ULDR, while also ensuring that the City is following state law.

CRITERION 3: Changed Conditions

This request was prompted by the state legislature, which revised Florida Statutes Section 397.487, as amended by Fla. S.B. 954 (Reg. Sess. 2025) (codified as Laws of Florida Chapter 2025-182) in 2025 to require local governments to adopt an ordinance that provides standards for reviewing and approving reasonable accommodation requests, specifically as it pertains to Certified Recovery Residences. It is also recognized that the City does not have a process for reviewing requests for reasonable accommodations from various components of the land use code, zoning laws or other similar regulations, which staff considers necessary as it is something that typically exists in some form among local governments across the country.

CRITERION 4: Land Use Compatibility

The proposed change does not authorize or allow incompatible land uses. It only modifies the process by which this specific use (Certified Recovery Residences) must be requested when attempting to locate in certain residential zoning districts. In any case, staff will continue to evaluate sites for compatibility and offer suggestions and/or require mitigation when necessary and/or appropriate. Additionally, for some properties, compatibility will be addressed and/or evaluated through existing zoning and site plan review standards per the City's ULDR and Comprehensive Plan.

CRITERION 5: Adequate Public Facilities

The proposed amendment will have no impact on public facilities, as things such as concurrency and school capacity are evaluated in advance for residential developments. Additionally, all such uses operating in the City will receive police services from the City and fire services from Seminole County.

CRITERION 6: Natural Environment

The proposed amendment has no anticipated impacts on the natural environment.

CRITERION 7: Economic Effects

The proposed amendment has no anticipated impacts on the local economy.

CRITERION 8: Orderly Development

All development taking place related to Certified Recovery Residences or reasonable accommodation requests will occur in an orderly manner, following all applicable components of the ULDR, as well as state and/or federal regulations.

CRITERION 9: Public Interest

The proposal is in the public interest as it will offer increased assistance to a population in need. The purpose of the ULDR is to provide an efficient, fair, and technically sound process for development approvals, and this amendment helps to further reinforce that notion.

CRITERION 10: Other Matters

The City Commission is encouraged to consider additional factors, including community feedback gathered during public hearings. Staff has no additional comments or concerns at this time.

Budget Impact: There is no anticipated impact on the City's budget.

Recommendation: The City Manager and Community Development Director recommend approval of Ordinance 26-1634 on first reading.

Prepared by: Christopher Schmidt, Community Development Director

Attachments:

1. Ord. 26-1634 - Certified Recovery Residences
2. Business Impact Estimate
3. Affidavit
4. Advertisement

ORDINANCE 26-1634

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING PART III, *UNIFIED LAND DEVELOPMENT REGULATIONS*, OF THE CITY OF CASSELBERRY CODE OF ORDINANCES TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING PART III, *UNIFIED LAND DEVELOPMENT REGULATIONS*, CHAPTER II, *DISTRICT AND GENERAL REGULATIONS*, TO ADD CERTIFIED RECOVERY RESIDENCES AS PRINCIPAL AND CONDITIONAL USES IN CERTAIN ZONING DISTRICTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Casselberry ("City") is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City maintains Unified Land Development Regulations ("ULDRs") in its Code of Ordinances which provide standards for the use and design of real property within the City; and

WHEREAS, federal law, specifically the Fair Housing Act, codified at 42 U.S.C. §§ 3601-19, and Title II of the Americans with Disabilities Act, codified at 42 U.S.C. § 12132, require local governments to make reasonable accommodations to rules, policies, practices or services, including land use or zoning laws and policies, when such accommodations may be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling; and

WHEREAS, local governments are strongly encouraged to have established procedures by which persons with disabilities may request reasonable accommodations with respect to rules, policies, practices, or services, specifically including land use or zoning laws and policies, in accordance with *Jeffrey O. v. City of Boca Raton*, 511 F. Supp. 2d 1339 (2007) and the Joint Statement of the Department of Housing and Urban Development and the Department of Justice, *State and Local Land Use Laws and Practices and the Application of the Fair Housing Act*, published November 10, 2016; and

WHEREAS, Section 397.487, Florida Statutes, as amended by Fla. S.B. 954 (Reg. Sess. 2025) (codified as Laws of Florida Chapter 2025-182) mandates that the City Commission of the City of Casselberry adopt an ordinance to establish procedures for the review and approval of certified recovery residences, including a process for requesting reasonable accommodations from any local land use regulations which serve to prohibit the establishment of a certified recovery residence; and

WHEREAS, the City therefore desires to add a new Section 2-7.39 of the City’s ULDRs concerning procedures for the review of reasonable accommodation requests to the ULDR’s, including for recovery residences, within the City’s jurisdictional boundaries; and

WHEREAS, adoption of this Ordinance is required to implement the new provisions of Florida Statutes § 397.487, and thus is required to comply with state law; therefore, the City is not required to prepare or cause to be prepared a business impact statement pursuant to Florida Statutes § 166.071(4); and

WHEREAS, the City further desires to amend its ULDRs to establish development standards and regulations for certified recovery residences in order to promote the consistent and uniform application of the City’s land development regulations to all uses of land; and

WHEREAS, on April 8, 2026, the City’s Planning and Zoning Commission (Local Planning Agency) reviewed the amendments contained herein at a duly noticed public hearing and forwarded its recommendation of adoption to the City Commission; and

WHEREAS, the City Commission held duly advertised public hearings on this Ordinance and has determined that adoption of the amendments to the City’s ULDRs as contained herein is in the best interests of the City and the health, safety, and welfare of the public; 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 which reflect the intent and purpose of the City Commission of the City of Casselberry.

SECTION II. CODE AMENDMENT. The Code of Ordinances of the City of Casselberry, Florida, is hereby amended by adding a new section to be numbered Section 2-7.39, which Section shall read as follows:

2-7.39. – Reasonable accommodation requests.

A. Purpose. The purpose of this section is to establish procedures for the review of reasonable accommodation requests made regarding City land use and zoning ordinances, rules, regulations, policies, and procedures that may either be necessary to afford persons with disabilities an equal opportunity to use and enjoy a dwelling or to avoid discrimination consistent with the Federal Fair Housing Act (42 U.S.C. § 3601, et seq.) (“FHA”), and Title II of the Americans with Disabilities Act (42 U.S.C. § 12131 et seq.) (“ADA”). In addition, this section is intended to address the

establishment of certified recovery residences and provide procedures for the review and approval of requests for a reasonable accommodation in the application of the City's ordinances, rules, policies, and procedures with regard to such certified recovery residences as required by Section 397.487, Florida Statutes.

B. *Eligible Applicants.* Any person who is disabled, their designated representative, or a provider of services to disabled individuals, collectively referred to as "applicant" in this section, may request a reasonable accommodation to the City's land use and zoning ordinances, rules, regulations, policies, and procedures in accordance with this section. For purposes of this section, a "disabled" individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA as defined therein.

C. *Application Requirements.* A request for reasonable accommodation under this section from the City's land development regulations, rules, policies, and procedures shall be made in writing to the Community Development Department Director and shall at a minimum provide the following information:

1. The name and contact information of the applicant making the request or the applicant's authorized representative.
2. If the applicant is not the owner of the property where the reasonable accommodation is being requested, contact information of the property owner must also be provided, and the written consent of the property owner must be provided to the City before the application will be considered complete.
3. The property address and Seminole County Property Appraiser's parcel identification number.
4. A description of the applicant's disability (a physical or mental impairment that substantially limits one or more major life activities). The applicant may attach any information that he or she wishes to provide the City verifying his or her disability as defined by federal law, such as:
 - a) Medical records or letter of a medical profession;
 - b) Proof that, if the individual is under 65 years of age, receives Supplemental Security Income or Social Security Disability Insurance benefits; or
 - c) Statement of a non-medical service agency or reliable third party who is in a position to know of the individual's disability.

If the applicant is a qualified entity serving disabled persons, the applicant need not produce individualized evidence of their residents' or clients' disability, but must submit a copy of policies or governing documents of the qualifying entity verifying and ensuring that it serves or will serve only those with actual disabilities as defined by the FHA and ADA and that it will adhere to such policies and procedures, such as house rules or admissions criteria.

5. A description of the accommodation needed, identifying the ordinances, rules, or policies from which the applicant seeks reasonable accommodation, including a description of why such an accommodation is necessary and is related to the identified disability.

6. A certification stating as follows: “I certify, under penalty of perjury, that the information provided in this request is true and correct. I understand that if I knowingly provide false information with this request my request shall become null and void.”
7. Any additional documentation the applicant feels is necessary to support the request for reasonable accommodation.
8. The notarized signature of the applicant and date of the application.

The City shall date stamp the application upon receipt and shall notify the applicant in writing within thirty (30) days if additional information is required, which may include further documentation verifying the disability of the applicant or verifying the disability-related need for the requested accommodation to the extent allowed by law. The applicant shall have 30 days to respond with the additional information to complete the application or the application will be deemed withdrawn.

D. *Review Process.* Within sixty (60) days of receiving the completed application for reasonable accommodation, the Community Development Director shall review the request and make a determination to either: (1) grant the reasonable accommodation request in full; (2) grant the reasonable accommodation request with conditions; (3) grant the request in part and deny the request in part; or (4) deny the request, in accordance with local, state, and federal law. The Community Development Director’s determination shall be in writing. If the request is denied, the reasons for the denial shall be stated in writing. Denials shall be based on objective, evidence-based reasons and identify any deficiencies or actions necessary for reconsideration. The final determination shall give notice of the applicant’s right and method of appeal.

For certified recovery residence requests for reasonable accommodation, if the final written determination is not issued within sixty (60) days after receipt of the completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time. The Community Development Director shall be permitted to include a condition of approval that current evidence of disability be provided to the City at regular intervals, no more frequently than annually.

The Community Development Director shall make the determination consistent with the City Code and the FHA and/or ADA after considering the following review criteria:

1. Whether the applicant has established that he/she is protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the applicant must show he or she has, or is serving those with:
 - a) A physical or mental impairment which substantially limits one (1) or more major life activities (please see the attached Verification of Disability Form for definitions);
 - b) That they are regarded as having such impairment; or
 - c) That they have a record of having such impairment.

2. Whether the requested accommodation is reasonable and necessary to afford the applicant with an equal opportunity to use and enjoy the dwelling or is reasonable and necessary to assure the applicant an equal opportunity to enjoy a service, program, or activity offered by the City.
3. Whether the requested accommodation would impose an undue financial or administrative burden on the City.
4. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

If the Community Development Director finds that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental alteration in the nature of the City's service, program or activity, the Director may consider whether an alternative reasonable accommodation exists which would effectively meet the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions. In conducting the review, the Director may make a site visit to the property where the reasonable accommodation is being requested, if needed.

E. *Appeals.* The applicant may appeal the written decision of the Community Development Director within thirty (30) days of the issuance of the Community Development Director's decision. Appeals shall be made in writing to the City Manager and filed with the City Clerk. Appeals shall include the name, address, and telephone number of the applicant; a notarized signature of the applicant; and a written summary of the reasons for the appeal, including any legal or factual basis for the appeal. The City Manager shall issue a final decision on the appeal within forty-five (45) days of filing the appeal with the City Clerk. Any applicant aggrieved by a final decision of the City Manager made under this section shall have the right to file an appropriate action in a court of competent jurisdiction.

F. *No Application Fee.* There shall be no fee imposed by the City for the reasonable accommodation request process or appeals outlined in this section.

G. *General Provisions.* The following additional general provisions are applicable to requests for reasonable accommodations under this Section.

1. An applicant may request a reasonable accommodation on their own behalf or may be represented at all states by an attorney, legally appointed guardian, or other person designated by the individual in writing.
2. In the event that a reasonable accommodation is granted, the applicant shall comply with any and all applicable conditions, as well as all permitting procedures required by the City Code and all land development regulations of the City which have not been affected by the reasonable accommodation.
3. All reasonable accommodations are specific to the applicant and do not run with the land.
4. A reasonable accommodation does not alter an individual's obligation to comply with all other applicable federal, state, county, or City requirements, rules, regulations, or laws.

5. A reasonable accommodation issued pursuant to this Section shall not supersede any current or future declaration of condominium adopted pursuant to Chapter 718, Florida Statutes, or cooperative document adopted pursuant to Chapter 719, Florida Statutes, or declaration of covenant adopted pursuant to Chapter 720, Florida Statutes.

H. *Revocations.* Approvals granted under this Section for a reasonable accommodation may be revoked or modified by the City Manager or designee if the applicant fails to comply with all conditions of approval or fails to maintain all certifications and/or licenses required by law and such certifications or licenses are not reinstated within 180 days. The City shall provide a 30-day written notice of the proposed revocation or modification. The applicant may request an opportunity to be heard before the City Manager prior to the effective date of the proposed revocation.

I. *Certified Recovery Residences.* A certified recovery residence may be established as a permitted use in the RMF-13, RMF-20, PMX-L, PMX-H, PMX-MID, or PMX-HIGH zoning districts without reasonable accommodation. A certified recovery residence may be established as a conditional use in the OR or CL zoning districts without reasonable accommodation. Certified recovery residences must comply with the *Unified Land Development Regulations* established in Part III of the City Code and all other applicable land development regulations, except that reasonable accommodations may be requested pursuant to this Section.

With regard to recovery residences, the City shall require all applicants for a reasonable accommodation to have a valid certificate of compliance and provide evidence that it is actively managed by a certified recovery residence administrator as provided in Section 397.311 and 397.487, Florida Statutes, unless the recovery residence has a charter from an entity recognized or sanctioned by Congress. The Community Development Director shall deny requests for a reasonable accommodation from the definition of a “family” for recovery residences, otherwise known as “sober homes,” that are not certified in accordance with the provisions of Section 397.487, Florida Statutes, unless the recovery residence has a charter from an entity recognized or sanctioned by Congress. The City Commission finds that persons suffering from addiction represent a vulnerable consumer population and adopts by reference the findings and intent of the Legislature as expressed in Section 397.487, Florida Statutes, and its supporting legislative history, and concludes that the requirement to maintain a certification is intended to protect persons who reside in recovery residences.

If the Applicant is not the administrator who will be actively managing the residents and staff of the certified recovery residence, the name and contact information of the administrator must also be provided. A copy of the current certifications and licenses for the certified recovery residence shall be attached to the application.

J. *Community Residential Homes.* Development permit applications for community residential homes shall not be subject to the provisions of this Section.

SECTION III. CODE AMENDMENT. Section 2-5.3 of the Code of Ordinances of the City of Casselberry, Florida, is hereby amended to read as follows:

Section 2-5.3. – Land use by districts.

* * *

DISTRICT AND GENERAL REGULATIONS

TABLE 2-5.3. – LAND USE BY DISTRICT(1)(16)

	R - 8(2)	R - 9(2)	R- 12.5 (2)	PR D(2)	R - 2 F	R MF -13	R MF -20	RM H-8	RMH P(3)	OR (4)	C L	C G	C S	I(5)	I- M(12)	PM X- L	PM X- H	PM X- MI D	PM X- HI GH	P S	R O S
Residential uses																					
	* * *																				
<u>Certified recovery residences (23)</u>						<u>P</u>	<u>P</u>			<u>C</u>	<u>C</u>					<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		

* * *

Footnotes:

* * *

(23) Please refer to Section 2-7.39 for regulation of and reasonable accommodation requests related to certified recovery residences.

SECTION IV. CODE AMENDMENT. Section 5-21.2 – Definition of Terms of the Code of Ordinances of the City of Casselberry, Florida, is hereby amended to read as follows:

Terms not otherwise defined herein shall be interpreted first by reference to the Comprehensive Plan and land development regulations; secondly, by reference to generally accepted engineering, planning, or other professional terminology if technical; and otherwise according to common usage, unless the context clearly indicates otherwise.

For the purpose of enforcing and administering these regulations, the following words shall have the definition and meanings herein ascribed:

* * *

Certified recovery residence shall have the same meaning as provided in Florida Statutes § 397.311(5), as may be amended from time to time.

* * *

SECTION V. 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 VI. CONFLICTS. All Ordinances or Resolutions, or parts of Ordinances or Resolutions in conflict with any provisions of this Ordinance are hereby repealed to the extent of the conflict.

SECTION VII. 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 VIII. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this ____ day of _____, A.D., 2026.

SECOND READING and ADOPTION this ____ day of _____, A.D., 2026.

ATTEST:

Donna G. Gardner, CMC
City Clerk

David Henson
Mayor



CITY OF CASSELBERRY, FLORIDA

95 Triplet Lake Drive, Casselberry, Florida 32707

Business Impact Estimate

City Commission Meeting Date: March 9, 2026

Posted to Website: February XX, 2026

This Business Impact Estimate is given as it relates to the proposed ordinance titled:

ORDINANCE 26-1634

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING PART III, *UNIFIED LAND DEVELOPMENT REGULATIONS*, OF THE CITY OF CASSELBERRY CODE OF ORDINANCES TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING PART III, *UNIFIED LAND DEVELOPMENT REGULATIONS*, CHAPTER II, *DISTRICT AND GENERAL REGULATIONS*, TO ADD CERTIFIED RECOVERY RESIDENCES AS PRINCIPAL AND CONDITIONAL USES IN CERTAIN ZONING DISTRICTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Parts I-IV below are not required to be completed if the ordinance involves any one of the following types of exemptions. Please check if applicable:

- ☒ Ordinances required for compliance with federal or state law or regulation;
- ☐ Ordinances related to the issuance or refinancing of debt;
- ☐ Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ Ordinances required to implement a contract/agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
- ☐ Emergency ordinances;
- ☐ Ordinances relating to procurement;

- ☐ Ordinances enacted to implement the following:
 - ☐ Development orders as defined in § 163.3164, Florida Statutes.
 - ☐ Development permits as defined in § 163.3164, Florida Statutes.
 - ☐ Development agreements as authorized by the Florida Local Government Development Agreement Act under §§ 163.3220-163.3243, Florida Statutes.
 - ☐ Comprehensive plan amendments initiated by an application by a private party other than the municipality.
 - ☐ Land development regulation amendments initiated by an application by a private party other than the municipality.
 - ☐ Sec. 190.005, F.S. and Sec. 190.046, F.S.
 - ☐ Sec. 553.73, F.S. (Fla. Building Code).
 - ☐ Sec. 633.202, F.S. (Fla. Fire Prevention Code).

Part I. Summary of Proposed Ordinance (including Ordinance No.) and Statement of Public Purpose to be Served, such as serving the public health, safety, morals, and welfare of the City:

Ordinance No. 26-1634 proposes to amend the Unified Land Development Regulations (ULDR) to add a new section establishing a review process and related standards for reasonable accommodation requests, while also providing such standards that are specifically applicable to Certified Recovery Residences. This is achieved by adding ULDR Section 2-7.39, Reasonable Accommodation Requests. This change was prompted by a recent change in state law requiring that local governments adopt an ordinance providing review standards for reasonable accommodation requests for Certified Recovery Residences. Since the City did not have any such existing standards, this ordinance provides them while also addressing the Certified Recovery Residence component.

Further, the ordinance amends ULDR Table 2-5.3 (Land Use by District) to include a separate category for Certified Recovery Residences, and also modifies ULDR Section 5-21.2 (Definitions) to provide a legal definition for the use. This ordinance serves the general welfare of the City of Casselberry by providing access to alternative housing options for a population with a particular need for it. Additionally, it will enhance customer service efforts moving forward as staff will now have a clear set of guidelines to follow when receiving requests for reasonable accommodation from certain components of the land use code.

Part II. Estimate of Direct Economic Impact on Private/For Profit Businesses¹:

- a. Estimate of Direct Business Compliance Costs that businesses may reasonably incur if the ordinance is enacted: \$0.00
- b. Identification of New Charges/Fees on Businesses Impacted: N/A

- c. Estimate of City of Casselberry's Regulatory Costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs: N/A

Part III. Good Faith Estimate of Number of Businesses Likely Impacted: N/A

Part IV. Additional information the City Commission may find useful (if any). N/A

**Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida**

Sold To:

City of Casselberry - 104589
95 Triplet Lake Dr
Casselberry, FL 32707-3252

Bill To:

City of Casselberry - 104589
95 Triplet Lake Dr
Casselberry, FL 32707-3252

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in Orange/Seminole-Lake-Osceola-Volusia County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Ordinance 26-1634 Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on 2 Apr 2026.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.



Rose Williams

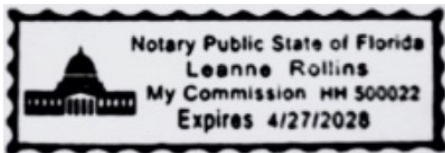
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on 2 Apr 2026,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

50671

TO WHOM IT MAY CONCERN:

ORDINANCE 26-1634

City of Casselberry
January 2026

— Major Roads

■ City Boundary

0 0.5 1
Miles

Persons are advised that they will need a record of the proceedings if they decide to appeal any decision made at these meetings/hearings. 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.

Tugboat captain charged in crash that killed 3 sailboat campers in Biscayne Bay

By David Goodhue
MIAMI HERALD

The captain of the tugboat pushing a large construction barge that crashed into a sailboat full of summer campers, killing three young girls last summer, has been charged with their deaths.

Yusiel Lopez Insua, 46, was charged with seaman's manslaughter for operating the barge with obstructed visibility and without assigning a proper lookout, according to a document filed in Miami federal court Tuesday. He faces 10 years in prison if convicted. U.S. Coast Guard investigators in October had recommended the charge.

Prosecutors also said in the charging document that Insua's cellphone was unlocked in the wheelhouse, and he was "on internet marketplaces, including at the time the collision occurred," the document states. Prosecutors said Insua's view was obstructed by the cargo, a deckhouse and crane on the barge.

Mila Yankelevich, 7, Erin Victoria Ko Han, 13, and Arielle 'Ari' Mazi Buchman, 10, were trapped beneath the barge tangled in the wreckage of the 17-foot Hobie Getaway sailboat after the crash, and they died from drowning.

A 19-year-old camp counselor, and two other girls, ages 7 and 8, were also on the sailboat, but survived. The five girls were attending sailboat camp at the Miami Yacht Club at the time of the deadly crash, which happened around 11 a.m. July 28.

Both young girls who survived were seriously injured. One of them, 7-year-old Calena Areyan

Gruber, was trapped underneath the barge, but managed to swim to safety.

Justin B. Shapiro, an attorney representing the Gruber family, said the move to seek criminal charges was a "meaningful step toward justice."

It was not immediately clear Tuesday whether Insua had been arrested.

His attorney, Walter A. Reynoso, released a statement to NBC 6 South Florida saying that Insua "intends to accept responsibility for his conduct and to resolve the case in a way that avoids causing the families any further unnecessary pain or anguish."

"Our client remains deeply saddened by the tragic boating accident that resulted in the loss of three young lives," Reynoso said. "He extends his heartfelt condolences to the families and loved ones of the victims, while recognizing that no words can lessen the pain caused by this terrible tragedy."

TUGBOAT CAPTAIN HAD OTHER 'NEAR MISSES,' PROSECUTORS SAY

According to the charging document, Insua was operating a 25-foot tugboat pushing a 108-foot-long, 149-gross ton construction barge. They were part of a crew disassembling a seawall at a home on Star Island, the document states.

The barge was hauling concrete debris to an empty lot on Di Lido Island in Miami Beach across the bay.

Prosecutors said that the area of Biscayne Bay the tug was transiting was known to be busy with sailboats and that Insua had several "near misses" in the days prior to the collision.

NO LOOKOUT ON BARGE: FEDS

There were two crewmen on the barge, and neither was assigned as a lookout, prosecutors said.

The charging document also states the sailboat lost wind propulsion, and Insua did not reverse course or slow down before crashing into the small boat. Prosecutors also said the counselor, who was operating the sailboat, stood up and tried to alert the tug captain that her craft was in the barge's path.

The parents of the three girls who died sued Waterfront Construction, the Miami company that owns the tug and barge. The owner of the company, Jorge Rivas, has not been charged in the crash.

The sailboat was among the first boats to leave the Miami Yacht Club's dock near the MacArthur Causeway and head east in Biscayne Bay toward Hibiscus Island in Miami Beach that morning, the suit says. The weather was clear and the water calm on that Monday morning, but the barge "made no attempts to slow down or change its course," the lawsuit alleges.

Judd Rosen, an attorney representing the family of the other girl who survived but was seriously injured, applauded the charge when reached Tuesday.

"A commercial tug captain has to pay attention and keep his eyes on the water. One criminal act of carelessness has ruined the lives of innocent families," Rosen said. His clients do not have pending lawsuit against the company.

"Although we can't change the past, justice can help bring comfort to the suffering," he said.

Joseph Duggar held on \$600K bond in child molestation case

Freida Frisaro
ASSOCIATED PRESS

Reprinted from the Wednesday e-edition's News Extra

FORT LAUDERDALE — A Florida judge on Tuesday ordered reality TV star Joseph Duggar held on a \$600,000 bond following his arrest earlier this month on child molestation charges involving a child under the age of 12.

Judge Brantley Clark also barred Duggar, 31, from having unsupervised contact with any minor under 18.

Duggar, who starred with his parents and siblings in TLC's "19 Kids and Counting," was arrested March 18 in Tontitown, Arkansas, after police officers interviewed a 14-year-old girl who told them Duggar had molested her several times during a family trip to Panama City Beach, Florida, when she

was 9.

The girl's father told police in Arkansas that he confronted Duggar about the abuse, and Duggar admitted to it, an arrest affidavit said. Police officers in Tontitown had the father call Duggar with a detective on the line, and he again admitted to the actions, according to the affidavit.

Duggar waived his extradition to Florida, where he made his first appearance on the charges Tuesday morning. He remained in the Bay County Jail on Tuesday afternoon.

Duggar is charged with lewd and lascivious molestation on a child under 12, and lewd and lascivious contact. Albert Sauline, a lawyer listed on court records for Duggar, did not immediately return an email seeking comment.

Separately, authorities in Arkansas filed charges against Duggar and his wife,

Kendra Duggar, 27, according to Tontitown police. The charges include four counts of endangering the welfare of a minor and four counts of false imprisonment. The Duggar family has not responded to requests for comment about the charges.

Duggar's older brother Josh Duggar was convicted in 2022 of downloading child sexual abuse videos. He was sentenced to 12 ½ years in prison.

TLC's "19 Kids and Counting" followed the lives of devout Baptists Michelle and Jim Bob Duggar and their 19 children, all of whose names began with the letter "J."

TLC canceled the show in 2015 following allegations that Josh Duggar had molested four of his sisters and a babysitter years earlier. Josh Duggar's parents said he had confessed to the fondling and apologized.

Organizer promises full refunds for Barbie Dream Fest after backlash

By Grace Bellinhausen
WPEC

Barbie Dream Fest promised glitter, pink, and empowerment — but for many attendees, the reality felt more like a bargain-bin mirage than a dream come true.

Guests who paid as much as \$300 to attend the three-day event March 27-29 at the Broward Convention Center in Fort Lauderdale flooded social media with photos and videos of what they described as sparse, low-budget décor and underwhelming attractions.

"Barbie Dream Fest was created by Mischief Management, which licensed the Barbie brand from Mattel. We are working with Mischief Management, who are managing attendee feedback and issuing full refunds to everyone who purchased tickets. We want every fan experience to be an excellent one," a Mattel spokesperson

said in a statement.

Among the most widely shared complaints: balloons still stamped with "Michaels," a so-called "life-sized dream house" revealed to be a flat cardboard cutout, a silent roller disco, and a pink Volkswagen van roped off from guests.

Their website, which now only directs visitors to a help desk email, once hosted a schedule of 30 activities per day, making the high ticket cost appear more reasonable.

These events included autograph sessions, a guided art experience, Barbie dream flow yoga, a meet-and-greet Marlee Matlin and more.

The backlash quickly gained traction online, with some comparing the event to the infamous Fyre Festival and others likening it to the viral Glasgow debacle, Willy's Chocolate Experience.

Amid mounting criticism, organizer Mischief Manage-

ment announced Monday it will issue full refunds to all ticket holders.

"Mischief Management is incredibly grateful to everyone who joined Barbie Dream Fest. We appreciate the passion and engagement from the Barbie community. Bringing fans together — alongside Barbie role models, designers, partners, and global icons who embody the true spirit of Barbie — was at the heart of this event," a Mischief Management spokesperson said in statement. "Barbie Dream Fest was created as an intimate fan convention designed to foster meaningful connection, inspiration, and closer access to Barbie and her world. We will be providing full refunds to everyone who purchased tickets."

WPEC - Ch. 12 is a news partner of the South Florida Sun Sentinel.

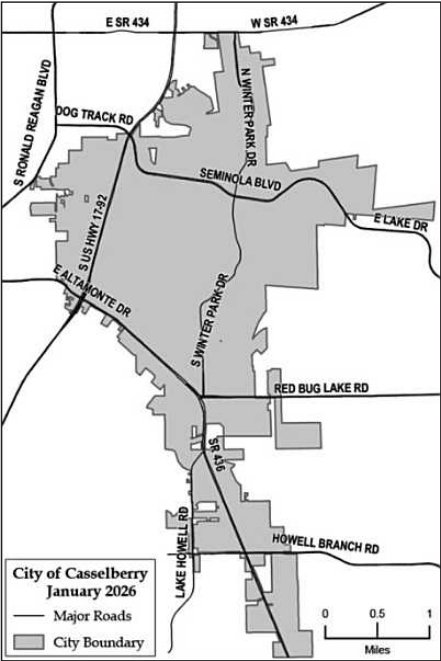
CITY OF CASSELBERRY, FLORIDA NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF PROPOSED ORDINANCE FOR UNIFIED LAND DEVELOPMENT REGULATIONS AMENDMENTS

TO WHOM IT MAY CONCERN:

NOTICE IS GIVEN by the City of Casselberry, Florida, that the City Commission will hold a public hearing to consider the approval on first reading of an ordinance entitled:

ORDINANCE 26-1634

AN ORDINANCE OF THE CITY OF CASSELBERRY, FLORIDA, AMENDING PART III, UNIFIED LAND DEVELOPMENT REGULATIONS, OF THE CITY OF CASSELBERRY CODE OF ORDINANCES TO ADD PROCEDURES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS, WHICH SHALL ALSO BE APPLICABLE TO CERTIFIED RECOVERY RESIDENCES IN ORDER TO COMPLY WITH FLORIDA STATUTES SECTION 397.487; AMENDING PART III, UNIFIED LAND DEVELOPMENT REGULATIONS, CHAPTER II, DISTRICT AND GENERAL REGULATIONS, TO ADD CERTIFIED RECOVERY RESIDENCES AS PRINCIPAL AND CONDITIONAL USES IN CERTAIN ZONING DISTRICTS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.



This notice is pursuant to the provisions of Chapter 166, Florida Statutes, and the Charter and Ordinances of the City of Casselberry, Florida, as amended and supplemented.

The City Commission will consider the proposed Ordinance on first reading on **Monday, April 13, 2026, at 5:30 p.m.** or as soon thereafter as possible, in the Casselberry City Hall Commission Chambers, 95 Triplet Lake Drive, Casselberry, Florida. At the meeting, interested parties may appear and be heard about the proposed Ordinance. This hearing may be continued from time to time until the Commission takes final action.

Copies of the proposed Ordinance are available at City Hall with the City Clerk, and the public may inspect the same.

Publish Date: April 2, 2026 Donna G. Gardner, CMC, FCPC, City Clerk

Persons are advised that they will need a record of the proceedings if they decide to appeal any decision made at these meetings/hearings. 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.



I asked what kind of family Amina wanted. She said, 'A family like yours.' That's when I knew I had to adopt her.

Denise, adopted 17-year-old Amina



ad
COUNCIL

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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: April 13, 2026
Subject: Approval of the Neighborhood Improvement Grant Applications Selected for Fiscal Year 2026

Introduction: Approval of the Fiscal Year 2026 Neighborhood Improvement Grant Program (NIGP) applications is requested.

Background: The City of Casselberry's Housing Task Force, established by Resolution 12-2369, was created to explore strategies to enhance the City's housing stock. Based on recommendations from the Task Force and outcomes from the City Commission's 2013 Strategic Planning Workshop, a City-wide Housing Improvement Grant Program was developed. The Casselberry NIGP was officially adopted through Resolution 13-2551.

The NIGP aims to promote exterior rehabilitation, renovation, and beautification of existing owner-occupied single-family homes, as well as support qualifying neighborhood organizations. Through a public-private partnership model, the program empowers residents to elevate the overall quality of Casselberry's neighborhoods. The NIGP includes two types of grants:

1. Homeowner Improvement Grant – Provides funding to eligible homeowners for exterior improvement projects.
2. Neighborhood Beautification Grant – Provides funding to qualified contractual homeowners' associations for common area improvements.

Additionally, this marks the second year the NIGP utilized the City's CitizenServe platform to collect and manage grant applications. While there is no application fee, the grant process is now treated similarly to a permit, allowing applicants to submit all required documentation, including project details and supporting materials, through their personalized online portal. This streamlined approach also provides an efficient way for grant recipients to upload proof of project completion and submit updates directly to their file without needing to visit City Hall or coordinate with staff in person. The CitizenServe submittal option continues to improve accessibility, transparency, and overall program administration.

Discussion: For Fiscal Year 2025–2026, the City Commission allocated \$25,000 in the adopted Annual Budget to support the program. The application period was open from October 31, 2025, through December 31, 2025, with an extension offered until February 18, 2026, to accommodate late submissions.

A total of fourteen (14) complete applications from Casselberry residents were received. A review committee composed of Community Development staff representing Building, Code

Compliance, and Planning evaluated the applications using criteria related to aesthetics, project design and quality, neighborhood impact, long-term maintenance, and overall feasibility. Of these applications, twelve (12) were for the Homeowner Improvement Grant and two (2) were for the Neighborhood Beautification Grant. One (1) application was disqualified due to missing the required three (3) quotes. The remaining thirteen (13) applicants are recommended for funding. The projects included the following improvements: one (1) Paint exterior of home and pool deck, three (3) window replacements, three (3) fences, one (1) pavers, one (1) extend driveway, one (1) courtyard remodel, two (2) tree removal/landscape (HOA), and one (1) replacement of a garage door.

The total funding request for these projects is \$24,695.00. These improvements contribute to neighborhood character, enhance curb appeal, reduce long-term maintenance costs, and have the potential to increase property values. Each grant recipient is required to execute a formal agreement outlining responsibilities, project timelines, and reimbursement procedures. All projects must be completed and documentation submitted no later than August 31, 2026.

Budget Impact: The total cost for the recommended grant awards is \$24,695.00. Sufficient funds are available in the Planning Division's Aid to Private Organizations Account: #001-0210-515.82-00.

Recommendation: The City Manager and Community Development Director recommend approval of the thirteen (13) applications.

Prepared by: Marla Molina, Chief Planner

Attachments:

1. NIGP Scoring Chart Final Scoring 2025-2026

Final NIGP Scoring Chart (2025-2026)

				Total Average Points
Home Address	Applicant	Lowest Quote/Eligible Amount	Project Type	100 (Max.)
1212 Avalon Blvd	Anne Wood	\$5,210/ \$2,500	Paint Exterior and Pool Deck	97
261 Pine Tree Dr	Buffy Werle	\$8,319.58/ \$2,500	Windows	97
2333 Antilles Dr	Margaret Thomas	\$1,656/ \$828	Fence	92
191 Northmoor Rd	Adia Parda	\$3,864/ \$1,932	Fence	85
106 Carriage Hill Dr	Authur Miles	\$8,610/ \$2,500	Pavers	97
596 Queens Mirror Cir	Ritu Malhotra	\$4,995/ \$2,497.50	Courtyard	78
150 Triplet Lake Dr	Jaiver Jimenez	\$6,546/ \$2,500	Window Replacement	92
644 Field Club Cir	(HOA) Cathy Vinas Field Club Community Association	\$750.00/ \$375.00	Tree Removal	97
370 Marigold Rd	Cristina Febry	\$1,800/ \$900	Extend Driveway	97
1944 Water Ln	(HOA) Melodee Comenzo	\$4,664/ \$2,500	Tree Branch Landscape	78

Final NIGP Scoring Chart (2025-2026)

200 Old Oak Pt	Krystal Cassel	\$5,559.48/ \$2,500	Replace Garage Door	80
14 Hitching Post Ln	Steven Browning	\$2,600/ \$1,300	Fence	87
234 Wilshire Dr	Carole Jackson	\$4,765.39/ 2,500	Windows	97
	TOTAL	\$54,400.45/ \$24,695		



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: April 13, 2026
Subject: Winter Park Drive Complete Street Project - Phase 1 30% Design Plan Update and Discussion

Introduction: Consideration to Discuss Updates to the 30% Design Plans Related to the Winter Park Drive Complete Street Improvements - Phase 1 Project (PW2501) is requested.

Background: The Winter Park Drive Complete Street Improvements - Phase 1 Project was identified in the Winter Park Drive Complete Street and Concept Development Study ("Corridor Study") adopted by City Commission in 2023. Elements associated with the project include:

- 10ft. wide sidewalk (east side of Winter Park Drive)
- Lane narrowing
- Speed cushions
- Raised midblock crosswalks
- Rectangular rapid flashing beacons
- 8ft wide sidewalks (west side of Winter Park Drive)
- Tightened turning radii
- Reconstructed driveways
- Drainage Improvements
- Landscaping
- Milling/Resurfacing
- Lighting
- Intersection Improvements (roundabouts)

In April 2024, the City Commission authorized an agreement with CPH Consulting, LLC for design and post-design services related to the Winter Park Drive Complete Street Improvements — Phase 1 Project. CPH submitted 30% design plans in November 2025; after which, City staff and FDOT provided comments. Subsequently, a public engagement meeting on January 29, 2026 yielded 35 attendees, 6 written comments, and numerous phone calls and emails from the public.

On March 9, 2026, City staff and representatives from CPH Consulting, LLC presented the 30% design, public engagement efforts, and requested feedback and direction from the City Commission. Staff was directed to modify the design of both proposed roundabouts on Winter Park Drive — Queens Mirror Circle and Quintuplet/Moonluster — and provide an

update at a future Commission meeting.

Discussion: CPH has since made the necessary modifications to the proposed roundabouts related to this project and will present its findings and seek a consensus on how to move forward.

Budget Impact: There is no impact to the City's 2026 budget.

Recommendation: The City Manager and Interim Public Works Director requests City Commission consideration to finalize discussions regarding 30% design plans related to the Winter Park Drive Complete Street Improvements - Phase 1 Project.

Prepared by: Kenna Henry, Special Projects Manager

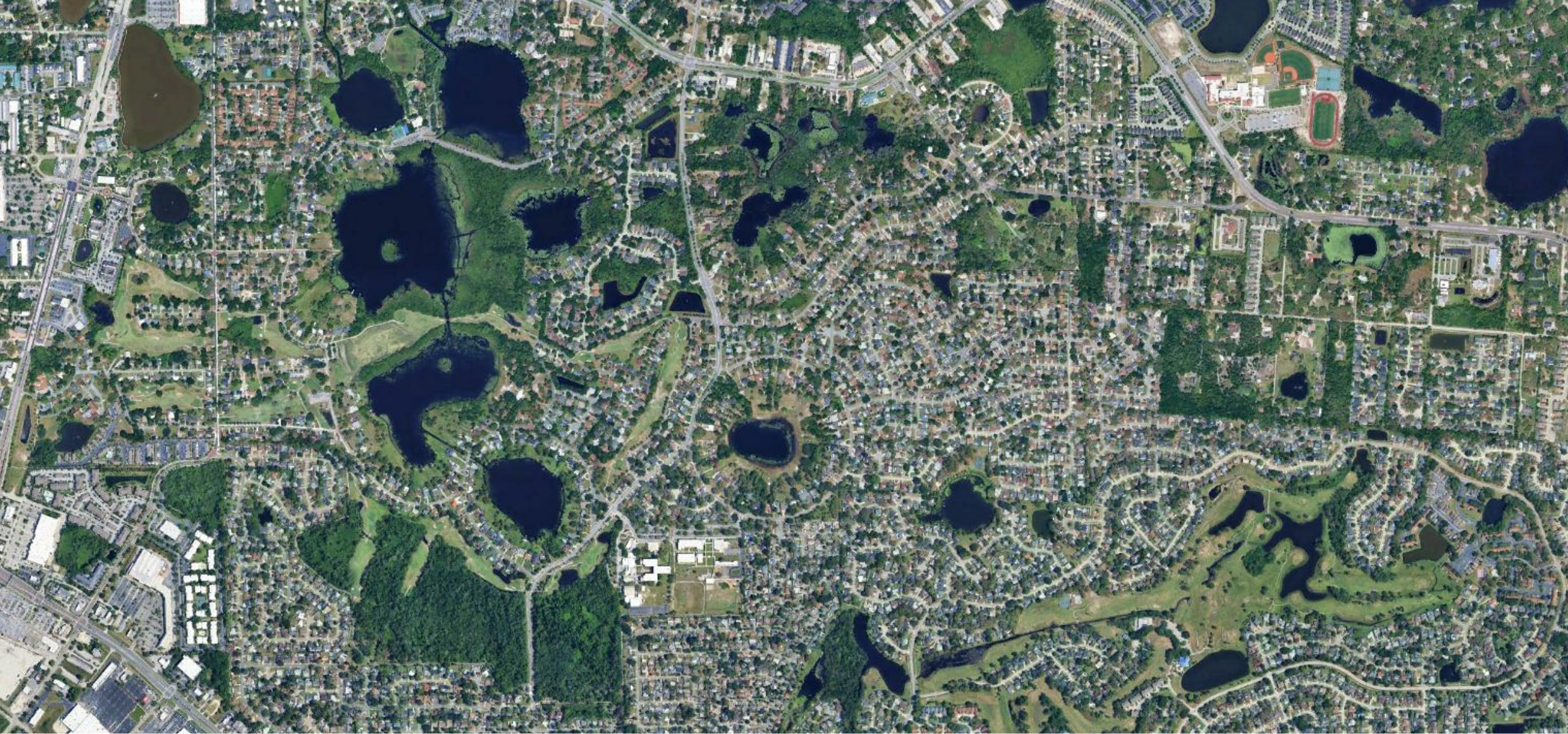
Attachments:

1. Presentation



Intersection Safety Analysis for Queens Mirror Circle and Quintuplet Drive/Moonluster Drive





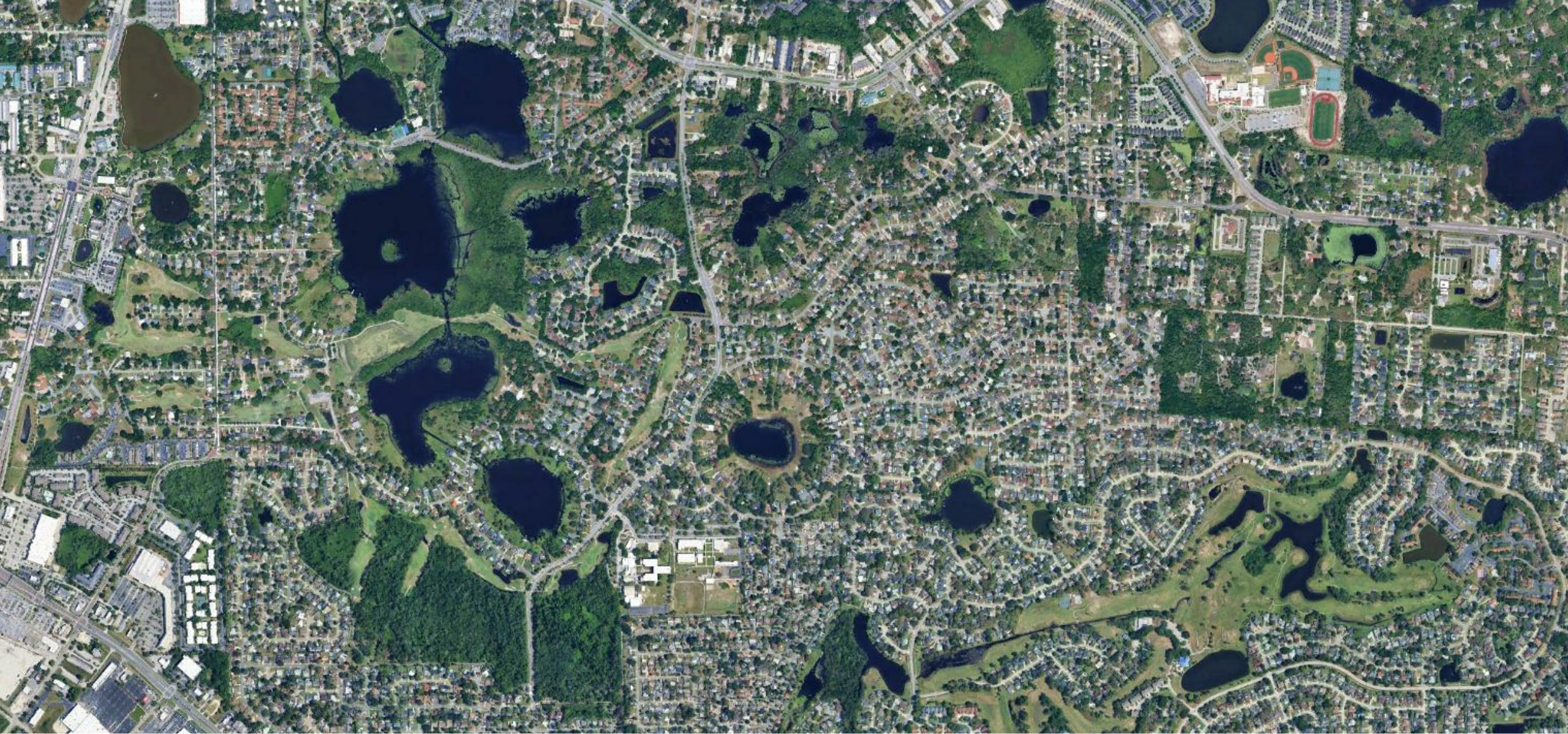
01

CORRIDOR AND INTERSECTION SAFETY ANALYSIS

Existing Conditions

- Overall Corridor
 - 11,400 vehicles through this corridor every day
 - 442 total crashes (2016 to 2020)
 - 2 crashes involving death or serious injury
 - Collisions involving a person bicycling occur more frequently along the corridor than the City average (3 percent along the corridor, 1 percent City-wide).
 - Majority of collisions occurred at an intersection or were intersection related

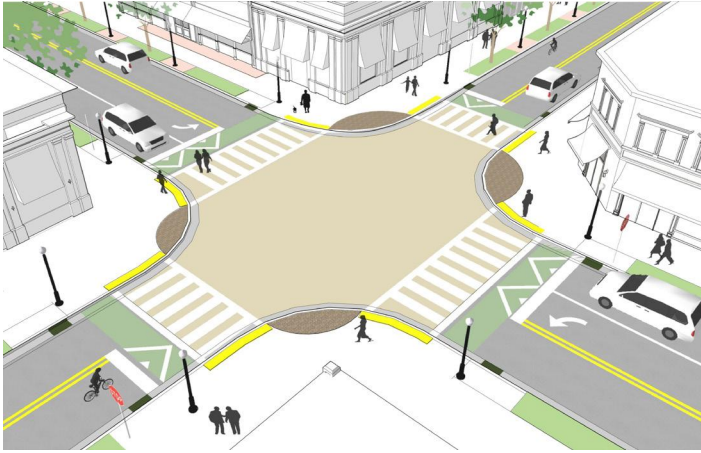




02

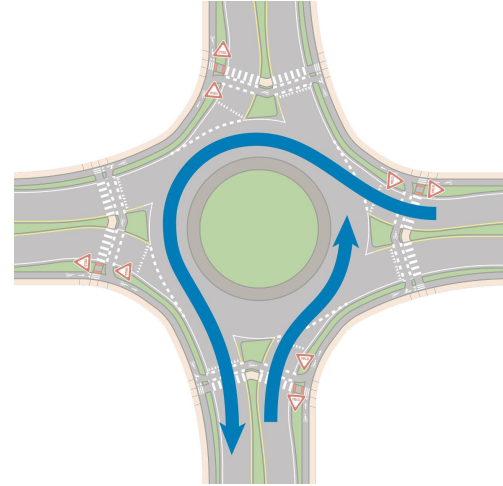
INTERSECTION SAFETY CONSIDERATIONS

Intersection Safety Design Alternatives



Raised Intersections

- Flat, raised area covering an entire intersection
 - Ramps on all sides bring vehicle traffic to same elevation as sidewalk
- Slows vehicle traffic through intersection by reinforcing need for motorist to drive cautiously
- Appropriate for low intersection traffic (~10k AADT)



Roundabouts

- Replacement for signalized intersection
- Road junction where traffic moves in one direction around a central island
- Can be used at any level of traffic volume
- Allow U-turns within normal flow of traffic

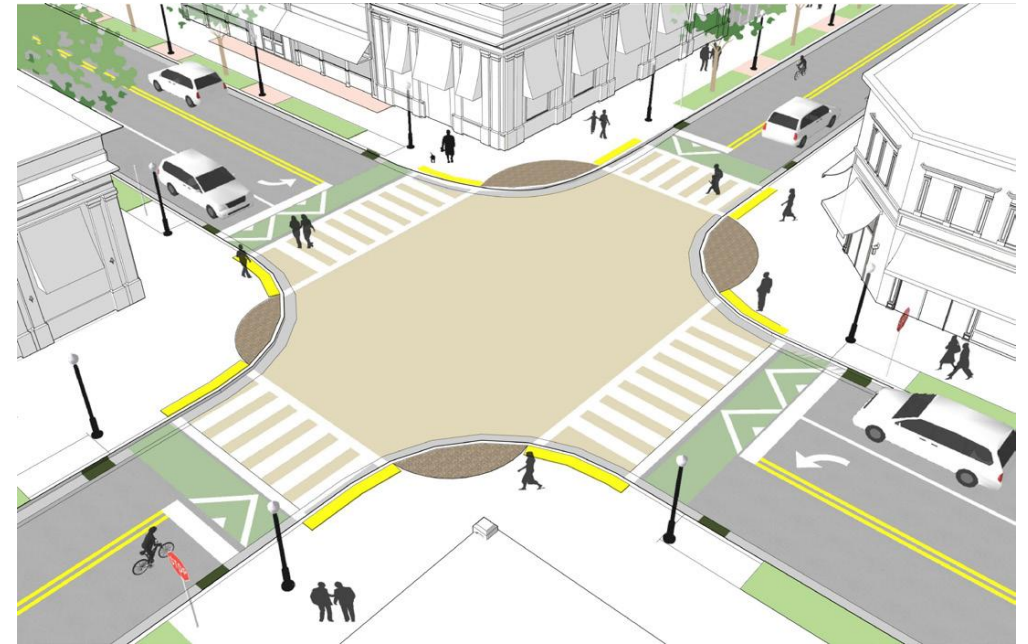
Raised Intersections

Advantages

- Reduces 85th percentile speeds to around 25 to 35 mph
- Pedestrians are more visible to motorists, have elevated view of oncoming traffic
- Familiar
 - Layout of existing intersection is preserved

Disadvantages

- Large emergency vehicle crosses intersection at slower speed (delay of 2-6 seconds)
 - NOTE: Vehicles must come to a stop regardless if placed at an intersection with stop control
- Increased noise pollution from vehicles accelerating/decelerating and hitting the vertical deflection



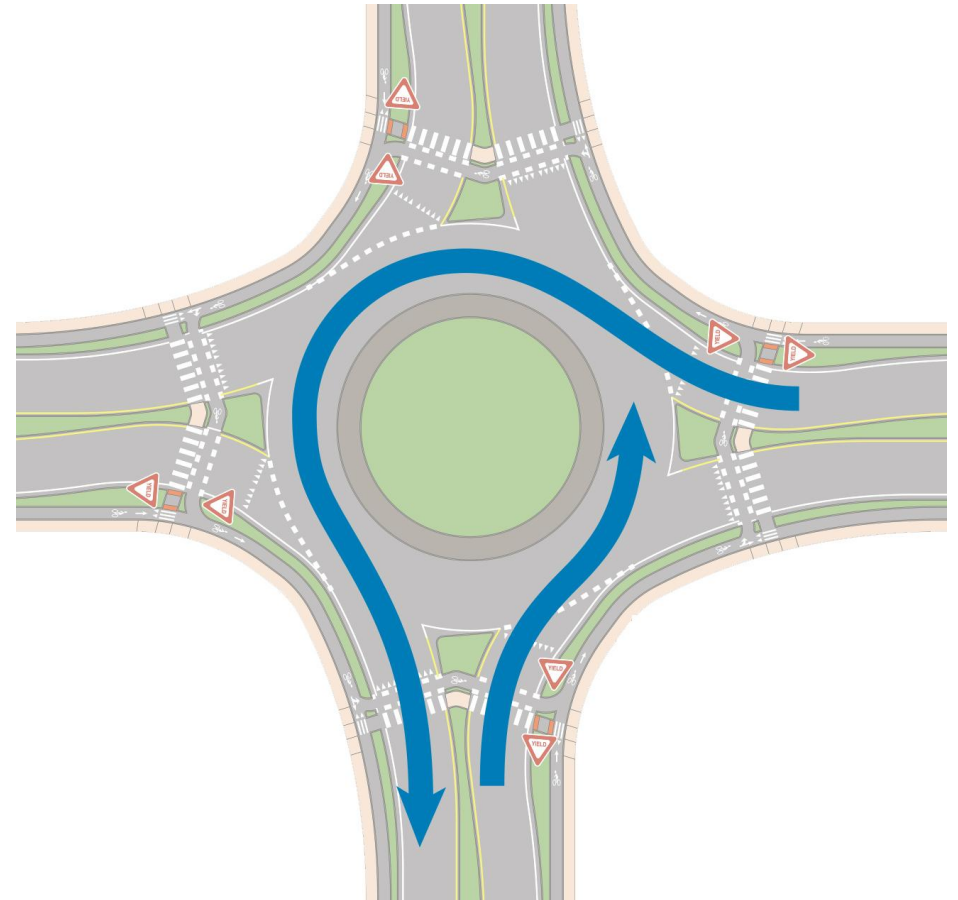
Roundabouts

Advantages

- Minimal impacts to emergency response
 - Horizontal deflection speed management techniques are recommended for primary emergency response routes
- Reduces conflict points between motorists and pedestrians
- Reduce crashes with injury or death by 82%
- Reduced up-keep costs
 - Operate 24/7, with or without electricity

Disadvantages

- Initial unfamiliarity
 - Drivers need to yield to oncoming traffic before merging into a used lane
- Community integration
- Up-front costs
 - Increased lighting requirements
 - Larger footprint





03

QUEENS MIRROR CIRCLE SAFETY IMPROVEMENTS

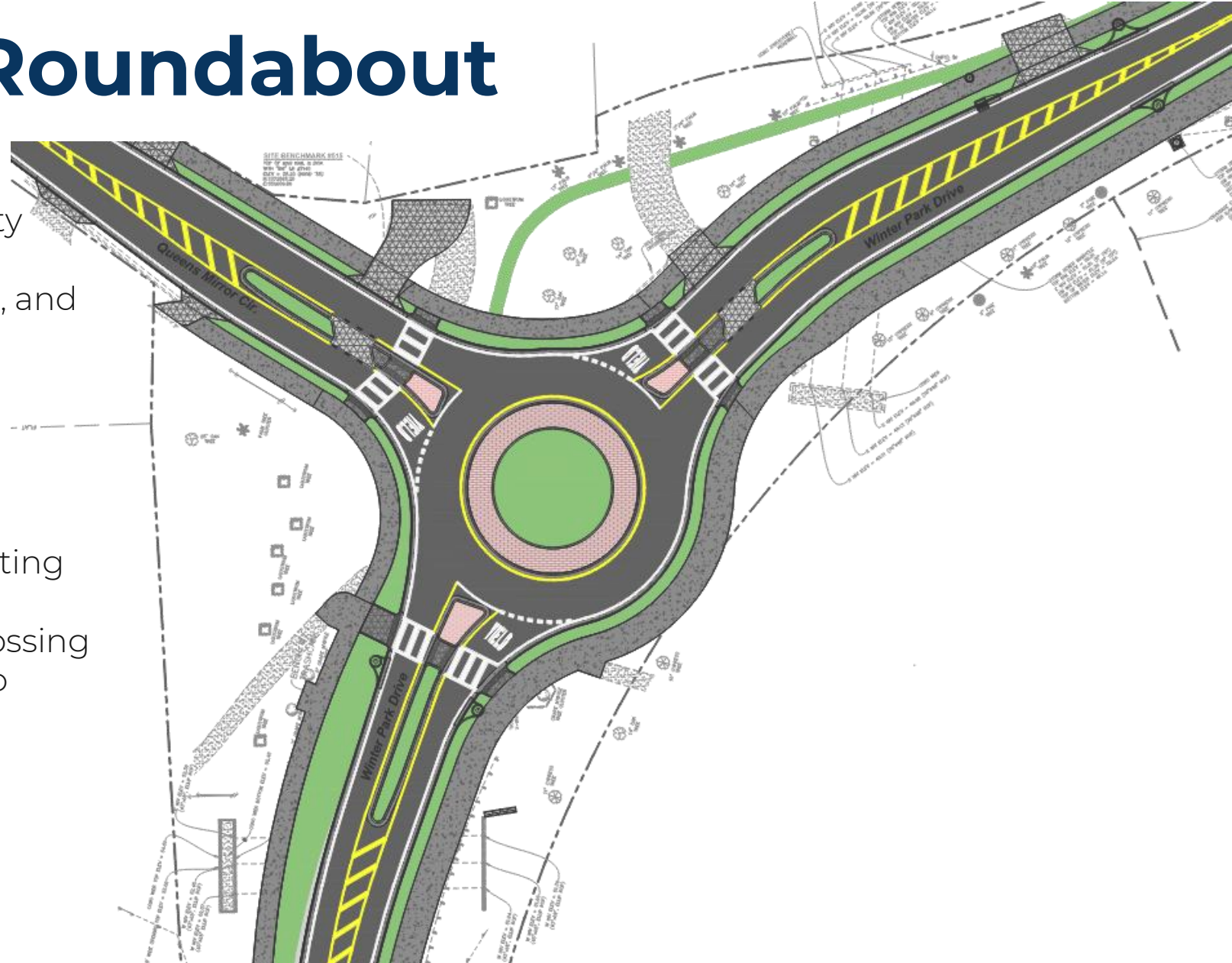
Queens Mirror Roundabout

Design Features

- Access maintained for adjacent property owners
- Shared pathway for golf carts, bicyclists, and pedestrian of about 60 ft.
- Internal center diameter of 37'
- Accommodates WB-50 design vehicle
 - Firetrucks, buses, and semi-trucks

Safety Improvements

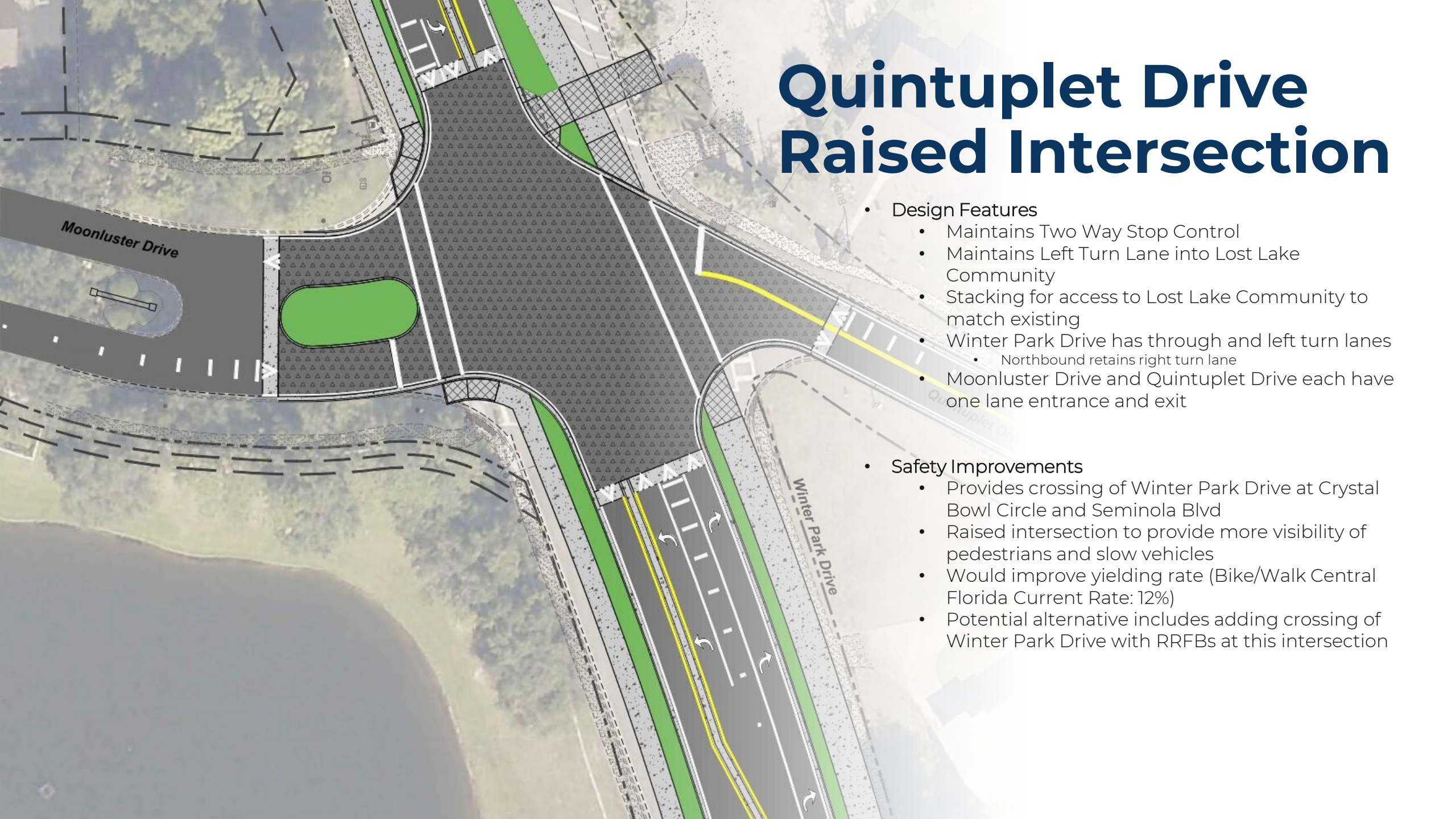
- Slows vehicles approaching and circulating within to 20-25 mph
- Shortens the vehicle exposure while crossing Winter Park Drive from about 90 feet to about 29 feet





04

QUINTUPLET DR/MOONLUSTER DR SAFETY IMPROVEMENTS



Quintuplet Drive Raised Intersection

- **Design Features**

- Maintains Two Way Stop Control
- Maintains Left Turn Lane into Lost Lake Community
- Stacking for access to Lost Lake Community to match existing
- Winter Park Drive has through and left turn lanes
 - Northbound retains right turn lane
- Moonluster Drive and Quintuplet Drive each have one lane entrance and exit

- **Safety Improvements**

- Provides crossing of Winter Park Drive at Crystal Bowl Circle and Seminola Blvd
- Raised intersection to provide more visibility of pedestrians and slow vehicles
- Would improve yielding rate (Bike/Walk Central Florida Current Rate: 12%)
- Potential alternative includes adding crossing of Winter Park Drive with RRFBs at this intersection



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: April 13, 2026
Subject: Reorganization of the Information Technology Division and Related Budget Amendment #26-027

Introduction: Approval of the reorganization of the Information Technology Division and related budget amendment #26-027 in the amount of \$46,473 is requested.

Background: The Administrative Services Department consists of Human Resources and Risk Management, Procurement and Contract Management, and Information Technology. The Information Technology Division includes an IT Manager who supervises a Systems Administrator, two GIS Technicians, and an IT Solutions Supervisor who supervises two Support Technicians.

Discussion: The Florida Department of Law Enforcement (FDLE) establishes requirements for law enforcement agencies, including requirements related to Criminal Justice Information Systems (CJIS). The Casselberry Police Department (CPD) is required to meet the CJIS requirements, many of which fall under the responsibility of the Information Systems Division. Many of the requirements expand each year, including the manual review and approval of system logs across all CPD applications and cybersecurity tools every week. The volume of reviews and other additional requirements have necessitated additional staff. While necessary for CJIS compliance, the additional requested staff would perform similar physical security and cybersecurity efforts on a city-wide basis.

It is requested to add one authorization for an IT Security Technician I, II, or III, paygrades 29, 36, and 40. The position will be assigned to the IT Solutions Supervisor who will be required to lead the additional physical security and cybersecurity responsibilities. It is requested to reassign the Supervisor position from paygrade 38 to paygrade 43.

Budget Impact: Budget Amendment #26-027 in the amount of \$46,473 will provide sufficient funding for the reorganization of the Information Systems Division for the remainder of the current fiscal year.

Recommendation: The City Manager and the Administrative Services Director recommend approval of the reorganization of the Information Technology Division and related Budget Amendment #26-027.

Prepared by: Ed DeJesus, Information Technology Manager

Attachments:

1. BA 26-027



CITY OF CASSELBERRY

Budget Amendment Request

BA #: 26-027

DATE: April 13, 2026

TO: Randy Newlon, City Manager

FROM: Andy Brooks, Administrative Services Director

EXPLANATION OF REQUEST:

This budget amendment seeks City Commission approval to provide funding for IT Division Reorganization in the amount of \$46,473.

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

Account Number

Increase:

Various

Account Description

Various – See Attached

Amount

REQUESTED BY:

Andy Brooks

Digitally signed by Andy Brooks
DN: cn=Andy Brooks, c=US, o=City of Casselberry,
ou=Administrative Services Director,
email=abrooks@casselberry.org
Date: 2026.04.07 15:31:48 -04'00'

Date: _____

Andy Brooks, Administrative Services Director

FINANCE DEPT:

Gladymir Ortega

Digitally signed by Gladymir Ortega
Date: 2026.04.07 15:39:15 -04'00'

Date: _____

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 10/26/16

**CITY OF CASSELBERRY
FY 2025-2026 BUDGET
BUDGET AMENDMENT SUMMARY
BA 26-027**

General Fund (001)			
Account Number	Account Description	Increase	Decrease
001-0151-516-12-01	Regular Salaries and Wages	32,644	
001-0151-516-21-00	FICA Taxes	2,497	
001-0151-516-22-05	Retirement Contribution - 401A	3,264	
001-0151-516-23-00	Health Insurance	7,958	
001-0151-516-23-01	Disability Insurance	53	
001-0151-516-23-03	Life Insurance	25	
001-0151-516-24-00	Workers' Comp	32	
001-0610-521-12-01	Regular Salaries and Wages		46,473
TOTAL		46,473	46,473