

COOPERATIVE PURCHASING AGREEMENT FOR FIRE ASSESSMENT STUDY UPDATE SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR FIRE ASSESSMENT STUDY UPDATE SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ALFRED BENESCH & COMPANY**, a foreign profit corporation duly organized in the state of Illinois and authorized to do business in the state of Florida (EIN: 36-2407363) ("Consultant").

WHEREAS, after a competitive procurement process, Lake County, Florida (the "County") entered into an Agreement with Alfred Benesch & Company for the provision of Public Safety Consulting Services, Contract Number 24-516 (the "Lake County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of fire assessment study update services pursuant to essentially the same terms and conditions provided under the Lake County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Consultant agrees to extend the terms, conditions, and pricing of the Lake County Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Consultant agree as follows:

1. **RECITALS.** City and Consultant hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Fire Assessment Study Update Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Lake County Agreement:** shall mean the Agreement for Fire Assessment Study Update Services between Lake County and Alfred Benesch & Company and its exhibits, as amended and attached hereto as **Exhibit A – Lake County Agreement**.
3. **INCORPORATION OF LAKE COUNTY AGREEMENT.** The Lake County Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Lake County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Consultant shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the

Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

A. Exhibit A: Lake County Agreement (A-1 through A-29)

5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Lake County Agreement are modified and replaced, in their entirety, as follows:

A. The terms "Lake County", or "County", shall be replaced and intended to refer to the "City of Ocala."

B. **COMPENSATION.** City shall pay Consultant a price not to exceed the maximum limiting amount of **SEVENTY-NINE THOUSAND, EIGHT HUNDRED TEN AND NO/100 DOLLARS (\$79,810)** over the contract term for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Lake County Agreement**.

C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **APRIL 8, 2026** and continue through and including **DECEMBER 31, 2026**.

D. **Invoice Submission.** All invoices submitted by Consultant shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Consultant shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Department of Budget, Attn: Tammi Haslam, Address: 110 SE Watula Avenue, 3rd Floor, Ocala, Florida 34471; E-Mail: thaslam@ocalafl.gov**.

E. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.

F. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Consultant; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Consultant within **THIRTY (30)** calendar days of the Consultant's remedy or resolution of the inadequacy or defect.

G. **Excess Funds.** If due to mistake or any other reason Consultant receives payment under this Agreement in excess of what is provided for by the Agreement, Consultant shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Consultant's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

H. **Amounts Due to the City.** Consultant must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Consultant may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

- I. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer’s Certification of Exemption 85-8012621655C-9). The City’s Employer Identification Number is 59-60000392. Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Consultant be authorized to use City’s Tax Exemption Number for securing materials listed herein.

- 6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Consultant shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Consultant’s operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Consultant does not own vehicles, Consultant shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Consultant’s Commercial General Liability policy or separate Commercial Automobile Liability policy.

- 7. **GENERAL LIABILITY INSURANCE.** Consultant shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.

- 8. **WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.** Worker’s Compensation insurance shall be provided by Consultant as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen’s and Harbor Workers Compensation Act and the Jones Act.
 - A. Consultant shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Consultant shall waive and shall ensure that Consultant’s insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Consultant’s policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City’s Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

- 9. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Consultant’s insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Consultant shall not be interpreted as limiting Consultant’s liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Consultant’s interests or liabilities or to protect Consultant from claims that may arise

- out of or result from the negligent acts, errors, or omissions of Consultant, any of its agents or subcontractors, or for anyone whose negligent act(s) Consultant may be liable.
- B. No insurance shall be provided by the City for Consultant under this Agreement and Consultant shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Consultant under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Consultant allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Consultant shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Consultant's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
 - E. **Notice of Cancellation of Insurance.** Consultant's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Consultant's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Consultant to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
 - F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Consultant. Consultant's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. **Severability of Interests.** Consultant shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Consultant shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Consultant 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, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant 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 Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant 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.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 11. **AUDIT.** Consultant shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City’s Internal or External auditors or by any other Florida official with proper authority.
- 12. **PUBLICITY.** Consultant shall not use City’s name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City’s prior written approval.
- 13. **E-VERIFY.** Pursuant to section 448.095, Consultant shall register with and use the U.S. Department of Homeland Security’s (“DHS”) E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Consultant shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Consultant certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Consultant understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Consultant may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Consultant shall provide a copy of its DHS Memorandum

of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

14. **CONFLICT OF INTEREST.** Consultant is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Consultant shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Consultant's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
17. **INDEMNITY.** Consultant shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Consultant its agents, and employees.
18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Consultant:

Alfred Benesch & Company
 Attention: Elisabeth Schuck
 1000 N Ashley Drive, Suite 700
 Tampa, Florida 33602
 Phone: 813-825-1225
 E-mail: eschuck@benesch.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any

objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Consultant and City acknowledge that this Agreement is a result of negotiations between Consultant and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Consultant, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

Ire Bethea, Sr.
City Council President

Approved as to form and legality:

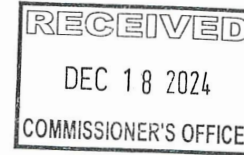
ALFRED BENESCH & COMPANY

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET**



DATE: 11/26/2024	MEETING DATE: 12/17/2024
TO: Jennifer Barker, County Manager	ITEM TYPE: Consent Item
THRU: David Kilbury, Public Safety Director	ITEM ID: 34345
BY: Amy Munday, Contracting Officer II	
SUBJECT: Public Safety Funding Consultant	

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:

1. Of Contract 24-516 for Public Safety Consulting Services to Alfred Benesch & Company, Inc. (Tampa, FL); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is \$79,810 (expenditure) and is within, and will not exceed, the Fiscal Year 2025 Budget. Expenditures will not exceed available funding in future fiscal year budgets.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Fire Rescue, issued Request for Proposal (RFP) 24-516 for public safety consultant services to determine more accurate and appropriate financing formulas based on property and building square footage data collected by the Lake County Property Appraiser.

Bid notification was sent to 166 registered vendor emails with a proposal received from one vendor as shown on the attached respondent tabulation sheet. The overall pricing associated with the recommended vendor is competitive with market pricing for these services. Based on the County's needs and in its best interests, the recommendation is to award the contract to Alfred Benesch & Company, Inc.

Fiscal Impact: \$79,810.00 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
County Fire Fund	1680	2136300	830310		\$79,810

Advertised Date:

Paper:

Attachments:

1.	24-516 Respondent Tabulation Sheet
2.	24-516 Public Safety Consulting.Alfred Benesch_rev final_12.02.24_signed

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 11/26/2024
Ron Falanga	Approved - 12/2/2024
David Kilbury	Approved - 12/2/2024
Elizabeth Gouveia-Miner	Approved - 12/2/2024
Tabitha Kocielko	Approved - 12/2/2024
Thomas Carpenter	Approved - 12/2/2024
Kandace Pourbaix	Approved - 12/2/2024
Todd Thornton	Approved - 12/3/2024
David Langley	Approved - 12/3/2024
Allison Teslia	Approved - 12/3/2024
Melanie Marsh	Approved - 12/7/2024
Jennifer Barker	Approved - 12/9/2024
Misty Spahn	Final Approval - 12/9/2024

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
ALFRED BENESCH & COMPANY FOR
PUBLIC SAFETY CONSULTING SERVICES,
RFP # 24-516**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Alfred Benesch & Company, a Foreign Profit Corporation, its successors and/or assigns (the CONSULTANT).

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #24-516 seeking firms or individuals qualified to provide public safety consulting services for the COUNTY; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS

1.1 The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE

2.1 The purpose of this Agreement is for the CONSULTANT to provide public safety consulting services regarding potential financing formulas in conjunction with data collected from the Lake County Property Appraiser ("the Service") as detailed in the Scope of Work, Submittals, and Proposed Solution attached hereto and incorporated herein as **Composite Exhibit A**. This is lump sum professional fee arrangement.

ARTICLE 3. SCOPE OF SERVICES

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to provide all labor, materials, and equipment to complete the Service in accordance with the Scope of Work, Submittals, and Proposed Solution attached and incorporated by reference as **Composite Exhibit A**. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONSULTANT upon request.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ALFRED BENESCH & COMPANY FOR PUBLIC SAFETY CONSULTING SERVICES; RFP #24-516

3.2 This Agreement will commence upon the first day of the next calendar month after approval by the authorized authority.

3.3 This Agreement will be in effect for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. The terms and conditions of this Agreement shall remain in effect until completion of all express and implied warranty periods. COUNTY reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

3.4 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

ARTICLE 4. PAYMENT

4.1 Payment shall be based upon a lump sum fee attached hereto and incorporated herein as **Exhibit B**.

4.2 Invoicing. The CONSULTANT will submit invoices to the COUNTY no later than the thirtieth (30th) day beyond the date the work was completed and accepted by the COUNTY. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices must contain the contract or purchase order number, date, and location of delivery of service. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated.

4.4 Other than the lump sum fee set forth in **Exhibit B**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ALFRED BENESCH & COMPANY FOR PUBLIC SAFETY CONSULTING SERVICES; RFP #24-516

5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1 Qualifications. CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Standard of Care. CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the “Standard of Care”)

6.3 Key Personnel. CONSULTANT agrees that each person listed or referenced in the solicitation package submitted to the COUNTY by CONSULTANT (RFP 24-516) shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY, which approval shall not be unreasonably withheld. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

6.4 Termination. This Agreement may be terminated by the COUNTY upon twenty (20) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required twenty (20) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 20-day advance notice requirement is waived in the event of termination for cause. However, CONSULTANT shall have an opportunity to cure any specified deficiencies within a reasonable time (no less than ten (10) days) of receipt of the notice of termination.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

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D. Effects of Termination. Neither CONSULTANT, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.

6.5 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

6.6 Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

- 1.** General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- 2.** Automobile liability insurance, including owned, non-owned, and hired autos with Combined Single Limit of \$1,000,000

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3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employers Liability with the following limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit.....	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be included as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subcontractor providing such insurance.

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I. CONSULTANT will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

6.7 Indemnity. To the extent permitted by law, the CONSULTANT will indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments in connection therewith and the payment of all related fees and costs. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.8 Independent Contractor. The CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

6.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONSULTANT, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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6.11 Conflict of Interest. The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, the CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONSULTANT conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.12 Retaining Other Consultants. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.13 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise services that do not confirm to the Standard of Care.

6.14 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONSULTANT or to acquire the items from another vendor through a separate solicitation.

6.15 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://files.floridados.gov/media/703328/gsl-sl-2020.pdf>, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices

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or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONSULTANT in performance of any work under this Agreement.

6.16 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
2. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

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C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL (“Schedule”) for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONSULTANT must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONSULTANT will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONSULTANT will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.17 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.18 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONSULTANT for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida’s Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

6.19 Licenses and Permits. CONSULTANT will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONSULTANT shall remain appropriately licensed throughout the course of the Service. If the

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CONSULTANT employs the services of a subcontractor, the CONSULTANT shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONSULTANT for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONSULTANT.

6.20 Assignment of Agreement. This Agreement may not be assigned except with the written consent of the COUNTY. No such consent will be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment will under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated in this Agreement, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 This Agreement is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement will lie solely in Lake County, Florida. The CONSULTANT hereby waives its right to a jury trial for any action arising from the Agreement.

7.2 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONSULTANT'S employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.7 The CONSULTANT must at all times comply with all Federal, State and local laws, rules and regulations.

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7.8 The employees of the CONSULTANT will be considered at all times its employees and not an employee or agent of the COUNTY. The CONSULTANT will provide employees capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable.

7.9 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.10 Certification Regarding Scrutinized Companies: The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

The CONSULTANT, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONSULTANT further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

7.11 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONSULTANT, CONSULTANT employees, and their agents from:

- A.** Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B.** Procuring commercial sex acts during the period of performance of the contract;
- C.** Using forced labor in the performance of the contract;

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- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

7.12 Prohibition against contingent fees. CONSULTANT, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any consideration contingent upon or resulting from the award or making of this Agreement.

7.13 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

7.14 State Registration Requirements. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Florida law, unless exempt from registration.

7.15 Grant Funding. In the event that any part of this Agreement is to be funded with federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority-owned business enterprises, women-owned business enterprises, and labor surplus area firms. CONSULTANTS are advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to grant funding requirements. THIS AGREEMENT IS FUNDED UNDER THE AMERICAN RESCUE PLAN ACT (ARPA) STATE AND LOCAL FISCAL RECOVERY FUND (SLFRF) PROGRAM, ADMINISTERED BY THE U.S. DEPARTMENT OF TREASURY; CONSULTANT MUST COMPLY WITH ALL FEDERAL REQUIREMENTS IN PROVIDING SERVICES UNDER THIS AGREEMENT.

7.16 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONSULTANT, continue until completion without change to the then current prices, terms, and conditions.

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7.17 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

7.18 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.19 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:
Bill Ball
Alfred Benesch & Company
35 West Wacker Drive, Ste. 3300
Chicago, Illinois 60601

If to COUNTY:
Lake County Manager
Lake County Administration Building
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Ste. 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum. This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

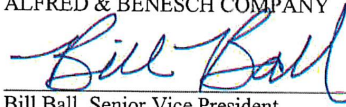
- Exhibit A (Composite)** Scope of Work (3 pages), Attachment 1-Submittal Form (3 pages), Proposed Solution (4 pages) (Total 10 pages)
- Exhibit B**..... Pricing Sheet (1 page)

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ALFRED BENESCH & COMPANY FOR PUBLIC SAFETY
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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONSULTANT through its duly authorized representative.

CONSULTANT

ALFRED & BENESCH COMPANY



Bill Ball, Senior Vice President

This 2nd day of December, 2024.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND ALFRED BENESCH & COMPANY FOR PUBLIC SAFETY CONSULTING SERVICES; RFP #24-516

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione

Leslie Campione, Chairman

This 17th day of December, 2024.

ATTEST:

Gary Cooney

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 12/17/24

Melanie Marsh
County Attorney

COMPOSITE EXHIBIT A

EXHIBIT A – SCOPE OF SERVICES

24-516

PUBLIC SAFETY CONSULTING SERVICES

1. BACKGROUND

- 1.1. Lake County Fire Rescue provides and receives fire-related services within specific geographical areas of various municipal boundaries through a financial reimbursement formula that is based on the amount of specific emergency incidents and resource types. This reimbursement between municipalities and the county is settled on a recurring monthly basis.
- 1.2. The County's current funding comes from three main sources of revenue to provide public safety services.
 - 1.2.1. A county-wide ad valorem MSTU assessment levied on all municipal and unincorporated Lake County properties for Emergency Medical Services (EMS) transport services.
 - 1.2.2. A Fire ad valorem MSTU assessment levied on all unincorporated Lake County properties for emergency fire/rescue services.
 - 1.2.3. A non-ad valorem Fire Assessment fee billed to all unincorporated Lake County properties for emergency fire/rescue services.
- 1.3. The County desires to engage a Public Safety Consultant to determine more accurate and appropriate financing formulas that are based on property and building square footage data collected by the Lake County Property appraiser.

2. SCOPE OF SERVICES

- 2.1. Consultant shall work under a lump sum professional fee arrangement based on a schedule of payments to complete the tasks outline in Paragraph 3.2.
 - 2.1.1. Consultant shall submit a proposed payment schedule with the initial proposal response.
 - 2.1.2. Consultant shall also submit a list of project deliverables and their delivery schedule for the cited deliverables with their initial proposal response.

3. DELIVERY REQUIREMENTS

- 3.1. The following deliverables will be required during this project:
 - 3.1.1. Utilize the County approved formula to calculate the annual Fire Assessment Fee. Information from the Lake County Property Appraiser property database and the County ad valorem tax roll database shall be used to update the non-ad valorem Special Assessment database and formula in calculating the annual Fire Assessment fee. for
 - 3.1.2. Provide a review of the annual collection methods to ensure they meet all statutory and legal requirements.
 - 3.1.3. Develop and certify the annual fire assessment tax roll, which includes all Property use categories. Ensure deadlines are met for TRIM notices and certification of the Final Tax Roll as needed for inclusion in the annual July TRIM notice deadline and at County's request.

EXHIBIT A – SCOPE OF SERVICES

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PUBLIC SAFETY CONSULTING SERVICES

- 3.2. Unless otherwise amended in writing, the performance period for completion of the initial study effort must not exceed one hundred twenty (120) calendar days. The performance period for any subsequent update to the initial study must not exceed sixty (60) calendar days. The following task list is provided as a guide to delineate all services required by the County:
- 3.2.1. **Task 1: Evaluate Reports and Research Issues:** Evaluate the County’s documents, ad valorem tax roll information, fire call data, agreements, reports and other data pertaining to the provision of fire rescue services.
 - 3.2.2. **Task 2: Update Apportionment Methodology:** Using the current ad valorem tax roll and fire incident data reported to the State Fire Marshal, update the method of apportionment, classification of properties and the use of the data on the assessment roll. Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
 - 3.2.3. **Task 3: Determine Preliminary Revenue Requirements:** Advise the County in determining the total fire service assessment revenue requirements to ensure the County recovers the costs of: (a) net fire service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
 - 3.2.4. **Task 4: Develop Preliminary Assessment Roll Database:** Using the current ad valorem tax roll and fire special assessment roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
 - 3.2.5. **Task 5: Apply Apportionment Methodology to Database:** Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary to provide a final product to be utilized for certification.
 - 3.2.6. **Task 6: Calculate a Preliminary Proforma Schedule of Rates:** Using the developed assessment roll, calculate a proforma schedule of rates based on the developed apportionment methodology and revenue requirements for the assessment program .
 - 3.2.7. **Task 7: Prepare and Present Assessment Memorandum:** Prepare and present an Assessment Memorandum that fully supports and justifies the proposed apportionment methodologies and proforma assessment rates.
 - 3.2.8. **Task 8: Assist With Assessment Resolutions:** Advise and assist the County's legal counsel in drafting the preliminary and final assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions, proposed methodology and adopts final assessment rates.
 - 3.2.9. **Task 9: Assist with Rate Adoption Process:** Advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes as required.

EXHIBIT A – SCOPE OF SERVICES

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PUBLIC SAFETY CONSULTING SERVICES

- 3.2.10. **Task 10: As directed by the County, conduct periodic review and update of the initial funding study effort:** Consultant shall provide all efforts to update the initial funding study based on the most current information gathered in this resource evaluation study to examine and either confirm or amend, the fire assessment value established during this project effort.

4. COUNTY RESPONSIBILITIES

- 4.1. The County is responsible for any newspaper publications, including, but not limited to, arranging for publications and any costs associated with those publications.
- 4.2. The County is responsible for all reasonable costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment program.
- 4.3. The contract will provide for a term of up to five (5) years. This operational period has been selected to enable the County, after completion of the initial study effort, to:
- 4.3.1. Exercise, as determined to be required, the optional effort included within the pricing table for periodic updates based on the most current historical or other associated data to support continued accuracy of funding formula or fee assessments, and
- 4.3.2. Provide a payment structure enabling the Consultant to provide, at the hourly rates specified in the pricing table, technical and representative support regarding any litigation that may be required during the stated duration of the contract.

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SECTION 2: FORMS

ATTACHMENT 1 – SUBMITTAL FORM

24-516

The undersigned hereby declares that: Alfred Benesch & Company has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish PUBLIC SAFETY CONSULTING SERVICES for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the approval by the authorized authority or related Notice to Proceed. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County’s using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County’s preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County’s electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County’s obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

SECTION 2: FORMS

ATTACHMENT 1 – SUBMITTAL FORM

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4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. None

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

N/A.

10.0 RECIPROCAL VENDOR PREFERENCE

N/A.

11.0 GENERAL VENDOR INFORMATION

Firm Name: Alfred Benesch & Company



SECTION 2: FORMS

ATTACHMENT 1 – SUBMITTAL FORM

24-516

Street Address: 1000 N. Ashley Drive, Suite 400
City: Tampa State and ZIP Code: Florida, 33602
Mailing Address (if different): Click or tap here to enter text.
Telephone: 813-825-1225 Fax: 866-410-8678
Federal Identification Number / TIN: 36-2407363
DUNS Number: 04-981-2563

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: Bill Ball, AICP

Date: 8/29/24

Print Name: Bill Ball, AICP

Title: Florida Division Manager, Senior Vice President

Primary E-mail Address: bball@benesch.com

Secondary E-mail Address: nkamp@benesch.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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Section 4 | Proposed Solution

Lake County // RSQ #24-516 - Public Safety Consultant Services



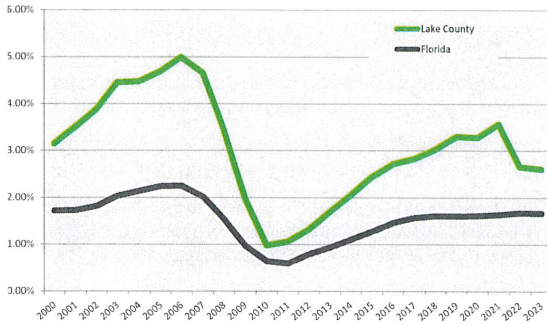
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SECTION 4: PROPOSED SOLUTION

BACKGROUND REVIEW & PROJECT UNDERSTANDING

Located in central Florida, Lake County has a resident population of approximately 415,000. As shown in **Figure 1**, the County experienced an average annual population growth of approximately 3% between 2000 and 2023. Unlike many Florida counties, this growth continued even during the great recession.

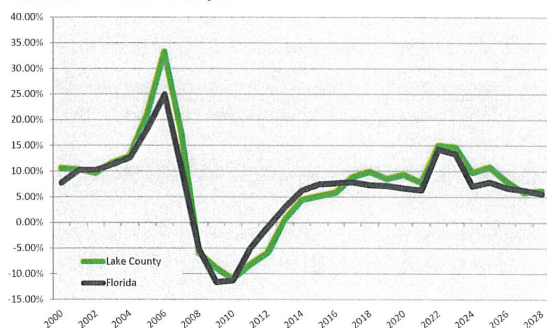
Figure 1: Lake County & State of Florida Population Growth Trends



Source: Bureau of Economic and Business Research (BEBR), 2000–2023

In terms of taxable values per capita, Lake County experienced significant growth between 2000 and 2007, followed by a decline until 2013, as shown in **Figure 2**. In 2014, the County's tax base started to recover. These fluctuations in property tax revenues require the County to use a diverse set of stable revenue sources.

Figure 2: Lake County & State of Florida Change in Taxable Value Per Capita



Sources: Florida Property Valuations & Tax Databook, 2000–2023 data; Florida Legislature's Department of Economic and Demographic Research (EDR)

Lake County Fire Rescue (LCFR) provides emergency medical services (EMS) countywide and fire-related services in unincorporated portions of the County, Cities of Mascotte and Fruitland Park and Towns of Astatula, Montverde and Lady Lake. LCFR operates out of 30 stations and covers an area of 1,100 square miles.

The County currently uses the following revenue sources, primarily to fund the operational expenses:

- A countywide ad valorem Municipal Services Taxing Unit (MSTU) for EMS transport services;
- A non-ad valorem fire assessment billed to unincorporated Lake County properties for fire rescue/basic life support services;
- A fire ad valorem MSTU assessment levied to properties in unincorporated county for emergency medical/advanced life support services; and
- Municipalities that receive fire-related services enter into a contractual agreement with the County where the County is reimbursed based on specific emergency incidents and resource types on a monthly basis.

Lake County also has a fire impact fee that is dedicated to capital expansion projects, such as the addition of stations and vehicles.

In 2024, Lake County conducted a comprehensive study that evaluated potential funding sources for the fire rescue and EMS services. As part of this effort, the County's fire assessment structure was refined to reflect full cost associated with non-ALS services. At this time, the County is interested in a study to reflect more accurate property and building square footage data from the Lake County Property Appraiser database to use in fire assessment calculations.

Benesch has an extensive understanding of fire and EMS operations funding options and associated legal requirements and limitations, which enables us to provide this scope of services for the County. **In addition, Benesch has been updating Lake County's non-ad valorem assessment program since 2010. We also completed the most recent update of the County's fire rescue impact fee.** Through this and other work for Lake County, we are familiar with the County's fire assessment structure, which will allow us to efficiently provide services requested by the County.

SECTION 4: PROPOSED SOLUTION

PROPOSED SOLUTION

The remainder of this section includes the methodology that will be used to update the County's fire and rescue assessment fee study. The technical study approach is organized into following six major tasks.

Task 1: Background Review and Methodology Review



Upon receipt of the Notice to Proceed, Benesch will coordinate with the County for the collection of the County's existing documents, ad valorem tax roll information, fire rescue call data, agreements with the Tax Collector and Property Appraiser, and other related data. Through our previous work for Lake County, Benesch has most of this background information; however, any of the documents that were developed subsequent to the most recent study will be obtained.

Benesch will review the background information and facilitate a kick-off meeting with key County staff to identify and discuss major technical and policy issues, coordinate staff/Benesch responsibilities; and refine the project schedule as necessary.

Task 2: Update of Fire Assessment Methodology



Based on input and direction received from the County, Benesch will develop the method of apportionment for the assessment program. More specifically, this task will include the following subtasks.

Task 2a – Identification of Full Costs of Services

Benesch will evaluate budget associated with Lake County Fire Rescue (LCFR) services for the current fiscal year as well as budget requests for future years. The full cost of providing fire service delivery that includes all direct and indirect costs will be identified. Portions of the budget associated with ALS services will be identified based on information provided by LCFR. The analysis will take into consideration any outstanding funding needs as well as fluctuations in the budget due to larger non-recurring expenditures. The budget used for the study will incorporate full costs of services, including:

- Net fire rescue services
- Implementing programs
- Collecting assessments
- Creating assessment rolls

Any dedicated revenues and/or alternative sources of revenues that need to be accounted for will be identified.

Net service delivery revenue requirements for current and future levels of service will be documented, and projected revenue requirements will be incorporated. In addition, Benesch will assist the County in identifying policy decisions necessary to implement the assessment program for future years.

Task 2b – Analysis of Service Demand Using Proposed Methodology

Benesch will obtain fire incident data from LCFR to determine the appropriate service demand using the agreed-upon assessment methodology. In the past, Benesch used incident data for over longer time frame for the service demand component to ensure that fluctuations in call data from year to year are minimized. Limited sample size, especially in the case of certain land uses, makes it critical to use several years of data. This practice will be continued during the upcoming updates.

Benesch will analyze the historical call data to identify calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. Any service delivery issues that may affect the apportionment methodology will be identified.

Given that fire assessments can be charged for fire as well as first response/BLS incidents, this analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included in each program.

Finally, the frequency and the level of staff and vehicle time used for each type of incident/property will be evaluated. Certain types of land uses or buildings may not request assistance frequently, but the associated response duration and resource utilization may be more significant.

Task 2c – Calculation of Development Units

To determine the number of development units for each assessment rate class, Benesch will work with Lake County staff as well as the Lake County Property Appraiser database to update the FY 2024-25 assessment roll. Lake County maintains a fire assessment property classification database. Data from this database will be compared to Lake County Property Appraiser database to determine any variations as well as for tiering properties by size. Any new properties

SECTION 4: PROPOSED SOLUTION

will be assigned an assessment rate class to tie each real property record to the appropriate assessment rate class. Properties that need to be exempted, such as agricultural land, unbuildable land, very small parcels, parking structures, etc., will be identified.

Upon assigning an assessment rate class to each property in the database, Benesch will review any significant changes from the current assessment rates to evaluate any outlier data that may need to be adjusted.

Task 2d – Calculation of Rates and Revenue Requirements

Based on the methodology agreed to in Task 1, apportioned costs for each land use and calculated development units, a rate schedule for the non-ad valorem assessment program will be developed. The rate schedule will include assessment cap rates, if needed, and will ensure that the identified assessable costs are fully funded. A preliminary assessment roll database will be developed and tested for sufficiency. If needed, the apportionment methodology will be revised. Benesch will develop a rate calculator that will assist the County in analyzing different rate scenarios and revenue projections.

Task 3: Technical Report



Results of Tasks 1 and 2 analyses will be provided in a draft technical report. The report will provide a cost analysis based on information provided by the County and revenue generation options. Detailed documentation and justification of the proposed apportionment methodology and resulting rates will be incorporated into the report.

Upon receipt of comments from the County, Benesch will prepare a final technical report.

Task 4: Legal Assistance



Historically, Lake County Attorney’s Office led the effort on legal requirements and preparation of resolutions. Benesch will review draft resolutions prepared by the County and provide comments if needed. If the County would like to retain an outside counsel for this task, Benesch can obtain and provide quotes from legal firms that are experienced in fire assessment programs.

Task 5: Meetings and Presentations



As part of this study, the following four meetings and presentations will be conducted:

- Kickoff meeting (virtual)
- One virtual meeting with County staff and administration

to review draft report findings and prepare for public meetings

- One workshop with the Lake County Board of County Commission to present study results and obtain input
- One public hearing

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to the each meeting/ presentation. In addition to these formal meetings, Benesch will be in close contact with the County’s Project Manager to ensure that the County is aware of the study’s progress. With an office in Tampa, Benesch is easily accessible to Lake County staff.

Task 6: Interim Studies



Over the past 14 years, Benesch prepared several interim fire assessment studies for Lake County.

These studies evaluated key variables and indicated any significant changes in any of the variables. Similarly, as requested by the County, Benesch will prepare interim studies that will evaluate demand and property data provided by the County and either confirm or revise the initial fire assessment value established in the initial study. This task includes one in-person meeting to present the study results. A budget for this task will be provided upon request.

Project Deliverables and Study Schedule:

As part of the study Benesch will provide the following deliverables:

- Using the County-approved formula, the calculated annual fire assessment rates. Information from the Lake County Property Appraiser database and the County ad valorem tax roll database will be used to update the non-ad valorem special assessment database and formula in calculating fire assessment rates.
- A review of the annual collection methods to ensure they meet all statutory and legal requirements.
- Development and certification of the annual fire assessment roll, which includes property use categories. Benesch will ensure that deadlines are met for TRIM notices and certification of the Final Tax Roll as needed for inclusion in the annual July TRIM notice deadline and at County’s request.

Staffing and equipment: Our staffing resources can be found on our organizational chart and we do not anticipate needing any additional equipment to complete this contract.

EXHIBIT B

SECTION 3: PRICING FORM

ATTACHMENT 2 - PRICING SHEET

24-516

PUBLIC SAFETY CONSULTING SERVICES

<i>Alfred Benesch & Company</i>			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	ITEM DESCRIPTION	PROPOSED TIME FRAME (CALENDAR DAYS)	LUMP SUM PRICE
1	ENTER lump sum price for turnkey project. Price shall be all inclusive to complete all work described and implied.	120 Days	\$79,810.00

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

SECTION 3: PRICING FORM

PROJECT BUDGET

The professional fees to prepare the Fire Assessment Study (Tasks 1 through 5 of the Proposed Solution) for Lake County are estimated as a lump sum of \$79,810, which includes three virtual and two in-person meetings. The table below provides a summary of this information. All work will be completed by Benesch.

Task #	Task Description	Project Manager	Senior Planner/Engineer	Planner/GIS Specialist	Admin	Total Task Hours	Burdened Cost/Task
		\$290.00	\$155.00	\$135.00	\$85.00		
TASK 1	BACKGROUND REVIEW / DATA COLLECTION	12.0	14.0	6.0	3.0	35.0	\$6,715
1.1	Send Data Request Memorandum	1.0	3.0		1.0	5.0	\$840
1.2	Review Background Materials	8.0	8.0	6.0	1.0	23.0	\$4,455
1.3	Kick-off Meeting (Virtual)	3.0	3.0		1.0	7.0	\$1,420
TASK 2	UPDATE NON-AD VALOREM FIRE ASSESSMENT RATES	59.0	101.0	111.0	4.0	275.0	\$48,090
2.1	Service Demand Analysis	12.0	38.0	31.0	1.0	82.0	\$13,640
2.2	Analysis of Budget	10.0	13.0	15.0	1.0	39.0	\$7,025
2.3	Calculated Development Units	16.0	25.0	35.0	1.0	77.0	\$13,325
2.4	Calculation of Rates, Preliminary Assessment Roll and Revenue Requirements	21.0	25.0	30.0	1.0	77.0	\$14,100
TASK 3	TECHNICAL REPORT	16.0	22.0	26.0	2.0	66.0	\$11,730
3.1	Development of the Draft and Final Technical Reports	12.0	18.0	22.0	1.0	53.0	\$9,325
3.2	Draft Report Review Meeting with County Staff & Administration (Virtual)	4.0	4.0	4.0	1.0	13.0	\$2,405
TASK 4	LEGAL ASSISTANCE	12.0	4.0	4.0	1.0	21.0	\$4,725
4.1	Review of Legal Documents	12.0	4.0	4.0	1.0	21.0	\$4,725
TASK 5	MEETINGS & PRESENTATIONS	21.0	9.0	6.0	3.0	39.0	\$8,550
5.1	Draft Report Review Meeting (Virtual)	5.0	5.0	2.0	1.0	13.0	\$2,580
5.2	Public Meetings (2)	16.0	4.0	4.0	2.0	26.0	\$5,970
	TOTAL PROJECT BUDGET	120.0	150.0	153.0	13.0	436.0	\$79,810

